City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, November 14, 2017

6:15 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 17-470 Approve the Agenda for the Regular meeting of November 14, 2017, as presented or with amendments.

Attachments: 11-14-17.pdf

MINUTES:

II.2(a) 17-471 Approve the Minutes of the Regular meeting of October 10, 2017, as written or with amendments

Attachments: 10-10-17 Minutes.pdf
Exhibit A: Service Awards presentation.pdf
Exhibit B: Map & Emails re: 2075 W. King St..pdf
EXHIBIT C: Sewer Statistics from Mr. Jack Walsh.pdf

II.2(b) 17-473 Approve the Minutes of the District 4 Town Hall Meeting of October 17, 2017, as written or with amendments.

Attachments: 10-17-17 District 4 Town Hall Meeting (Final).pdf
EXHIBIT A-District 4 Statistics 001.pdf

II.2(c) 17-474 Approve the Minutes of the Regular meeting of October 24, 2017, as written or with amendments

Attachments: 10-24-17 Minutes.pdf

III. AWARDS AND PRESENTATIONS:

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

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

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

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

Attachments: Budget Resolution 2018.docx
Ricoh MLA Signed by City Manager 6-29-2017.pdf
Ricoh Budget Adjustment Tracking Sheet FY18

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

Attachments: T.O. 2017-81 SCADA computer system for Surface Water Clearwell at DWTP)

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

Attachments: Sole Source Resolution
Quote
SS Letter

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

Attachments: Sole Source Resolution
Proprietary Sole Source Vendors List 2.9.17
Trane Service Agreement
Appendix toTrane Service Agreement

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

Attachments: Reso 2016-66 (Cocoa Commercial Property Enhancement Program)
1003 N. Cocoa Blvd LLC - Dr. Leon Cohen CPEP Application
1003 N. Cocoa Blvd LLC - Roof Estimate
1003 N. Cocoa Blvd LLC - Site Photographs
1003 N. Cocoa Blvd LLC Contract Draft

VI. PUBLIC HEARINGS:

VII. COUNCIL BUSINESS:

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

Attachments: History of Deputy Mayor.pdf

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

Attachments: Kinsey Response Letter 10_31_17.pdf
Kinsey Consideration letter.pdf
UAB Roster.pdf

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

Attachments: Reappointment Letters.pdf
Consideration Letters.pdf
Planning and Zoning Roster.pdf

VIII. CITY BUSINESS:

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

Attachments:
- Interlocal Agreement.pdf
- Brevard County Resolution No. 2017-131.pdf
- Brevard County Deed.pdf
- USCG Flotilla 46 Letter.pdf
- Lee Wenner Park Brevard County History.pdf
- FY18 Facilities Attendant AB.pdf
- PA-CS-Facilities Attendant (10-2017).pdf
- Budget Resolution 2018.docx
- BAF-PW-Facilities Attendant (11-14-17)~~ Agenda 17-377 - FY18 (2).pdf

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

Attachments:
- City of Cocoa Vessel and Boardwalk Removal Quote- CCNK.pdf
- City of Cocoa Boardwalk Disposal.pdf
- Riverfront Park Lee Wenner Emergency Purchase Authorization.msg
- Budget Resolution 2018.docx
- BAF-Riverfront Park Irma Repairs (11-14-17)~ Agenda 17-465 - FY18..pdf

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

Attachments:
- Aerial Exhibit
- Plaza Heights 1962 Plat
- Pineda Village I Legal Description
- Pineda Village Replat
- Plat -File 17-467.pdf
- Resolution 2017-126 Vacating Lunner Drive Akro Court and Plaza Court

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

Attachments: Budget Resolution 2017.docx
Budget Adjustment Tracking Sheet.pdf
Negative Balance Budget Adjustment Forms.pdf

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

Attachments: ALAN JAY Quote FSA.pdf
ALAN JAY Quote NJPA.pdf
BECK NISSAN Quote Sheet TALLA.pdf
Melbourne Nissan quote.pdf
MIKE ERDMAN Quote.pdf
PAT FISHER Quote.pdf
solesourceresolution mike erdman.doc

MULTI-YEAR CONTRACTS:

VIII.6 17-452 Approve a Waiver of Competitive Bidding by way of Sole Source and Authorize the City Manager to sign a Multi-Year Software Service and License agreement with Samsara Networks LLC, of San Francisco, CA for Vehicle GPS Fleet Tracking, Vehicle Telemetric, Vehicle Dash Cameras and Cloud Web Hosted Services and User Access to Samsara Web based Software. (Public Works Director)

Attachments: Samsara - City of Cocoa License Agreement.pdf
Samsara Networks .pdf
Samsara Software License Agreement.pdf
Samsara VG HotSpot.pdf
samsara-for-fleets.pdf
Sole Source Resolution-Samsara.doc

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

Attachments: TO-(2017-40.2) TERRACON - CS 10.10. 2017-$10950.pdf
PH1177655 -Phase II ESA .pdf
TO-CS-Terracon (2017-40) 3.07.17 - $3300.pdf
TO-CS-TERRACON (2017-40.1) $37450.00.pdf
Terracon Revised Resolution - Project Contingency.doc

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

Attachments: Resolution Wiaver of Competitive Bid
17-11-03 EPD Legal Representation Ltr to A Garganese re TCR-SJRWMD Sup

IX. INFORMATIONAL AGENDA:

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.

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

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

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

Legislation Details (With Text)

File #:	17-470	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	10/31/2017			**In control:**	City Council
On agenda:	11/14/2017			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of November 14, 2017, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	11-14-17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 31, 2017
Agenda Date: November 14, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of November 14, 2017, 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, 2017, as presented or with amendments.

powered by Legistar™

AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: November 14, 2017	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

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

III. AWARDS AND PRESENTATIONS:

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

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

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

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

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

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

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

VI. PUBLIC HEARINGS:

None.

VII. COUNCIL BUSINESS:

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

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

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

VIII. CITY BUSINESS:

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

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

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

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

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

MULTI-YEAR CONTRACTS:

6. Approve a Waiver of Competitive Bidding by way of Sole Source and Authorize the City Manager to sign a Multi-Year Software Service and License agreement with Samsara Networks LLC, of San Francisco, CA for Vehicle GPS Fleet Tracking, Vehicle Telemetric, Vehicle Dash Cameras and Cloud Web Hosted Services and User Access to Samsara Web based Software. (17-452). (Public Works Director)

7. Authorize the City Manager to approve (Amendment #2 to Task Order Number 2017-40) with Terracon Consultants, Inc. for a Supplemental Phase II

Environmental Site Assessment (ESA) at 6 Rosa L. Jones Blvd., Brevard County Parcel ID 24-36-33-80-20-2. To approve a resolution authorizing the City Manager to Approve Change Orders in the amount not to exceed $5,000. (17-478). (Community Services Director)

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

IX. INFORMATIONAL AGENDA:

None.

X. REPORTS:

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

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.

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

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

Legislation Details (With Text)

File #:	17-471	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	10/31/2017			**In control:**	City Council
On agenda:	11/14/2017			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of October 10, 2017, as written or with amendments				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	10-10-17 Minutes.pdf Exhibit A: Service Awards presentation.pdf Exhibit B: Map & Emails re: 2075 W. King St..pdf EXHIBIT C: Sewer Statistics from Mr. Jack Walsh.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 31, 2017
Agenda Date: November 14, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the regular meeting of October 10, 2017, as written or with amendments

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the regular meeting of October 10, 2017, as written or with amendments

powered by Legistar™

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

October 10, 2017

A Regular City Council meeting was held on Tuesday, October 10, 2017, in City Council Chambers, located in Cocoa City Hall, 65 Stone Street, Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the meeting to order at 6:11 p.m.

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

The City Clerk took the roll.

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

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Karen Hamilton, Community Services Director; Gene Prince, Fire Chief; Michael Cantaloupe, Chief of Police; Ed Wegerif, Public Works Director; Teri Butler, Finance Director; Tre Folston, Helpdesk Support Tech; Samia Singleton, Economic Development Specialist; Larry Lallo, Economic Development Manager; Colleen O'Donnell, Records Technician; Heidi Byron, Housing Program Coordinator; Michelle Perry, Police Department Dispatch; Nathan Edwards, Dyal; Chris Collier, WFO Supervisor; Tony Jones, Fleet Manager; Gina

Maxwell, HR Manager; Savi Pooran, HR Technician; John Hankins, Police Major; Michael Hollman, Meter Reader; Pat Dovale, Police Lieutenant; and Zach Campbell, Fire Fighter.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of October 10, 2017 (17-432)
2. Minutes: (a) Regular Meeting of August 22, 2017 (17-433)
   (b) Special Meeting of September 5, 2017 (17-434)
   (c) Special Meeting of September 7, 2017 (17-435)

The Agenda was amended to remove Item III.2 under Awards & Presentations.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve the Agenda with amendments and to approve the Minutes for the Regular meeting of August 22, 2017, the Special Meeting of September 5, 2017, and the Special Meeting of September 7, 2017, as written.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

1. Cocoa Employee Service Award Presentation. (17-347). (Administrative Services Director)

Ms. Gemmati noted that Employee Service Awards were being presented and that Ms. Maxwell would be reading names and positions of the recipients. Those being recognized have reached a milestone of 5, 10, 15, 20, or 25 years of service.

A presentation[1] was provided that included the department, employees' name, position, and years of service.

Employees who were present accepted their awards.

~~2. Proclamation: "National Physician Assistants Week". (17-417). (Mayor Parrish)~~

[1] EXHIBIT A: Service Awards Presentation

3. Presentation of Plaque to former Diamond Square Community Redevelopment Agency Member Ruby Jenkins. (17-421). (Community Services Director)

Samia Singleton provided a brief background on Ms. Ruby Jenkins' service as a board member to the Diamond Square Redevelopment Agency, noting that she was a founding member and served as Chairwoman for many years. She further recognized other members of the Board that were present; Delores Martin, Adrian Moss-Beasley, Ed Jones, and Larry Robinson. Tracey Moore could not attend as she was out of town.

Councilman Whipple presented a plaque of appreciation to Ms. Ruby Jenkins. He thanked her, on behalf of the Mayor, City Council, and staff for her service and dedication to the board.

IV. DELEGATIONS:

Walter Jordan, 409 McLeod Drive, Cocoa, advised that he attended the August 22, 2017 Council meeting and spoke about the flooding on Dade Court and McLeod Drive. He has invoices for materials, which were around $3,000 and did not include service charges. The City continues to charge for stormwater and he feels that this needs to stop. He can do the work himself, he just needs permission to do it. He is giving the City until the end of the month or he will be seeking legal counsel. He has had sandbags brought in to help with flooding. He would like a response to his concerns.

City Manager Titkanich assured him that he would follow up with Mr. Wegerif and Assistant City Manager Fuhrer. He knows the issue has been raised and he would follow up.

Mayor Parrish mentioned that they needed to do everything they can for Mr. Jordan, including all of his neighbors. He asked them to either give him permission to fix the issue or to send a crew to the area.

Robert Wesley, 349 Lucas Lane, Cocoa, voiced his concerns about the draining on Lucas Lane and Washington Street. They just purchased a home prior to the hurricane and since the hurricane, has been flooded. He advised that calls have been made but they are not answered. Additionally, there is one drain that no one can seem to unplug. The water almost went into his mother's garage and to the front door. The toilet is also backed up. He thanked Council for all they do and for listening but believes no one should be flooded out of their homes.

City Manager Titkanich advised that in reality, the City and County have faced two storm events back to back. In the mid to late 2000's there were many improvements done to improve the drainage in the City, County, and Diamond Square RDA. There have been several impactful storms since Hurricane Irma which have caused all of the flooding. He will follow up in regards to the sewer system to see if something went wrong on that day. He will reach out to Utilities.

Mr. Wesley reiterated that the flooding should not be that bad. City Manager Titkanich assured him that he has seen the area and the City is heavily reliant on drainage flowing to the west. Mr. Wesley mentioned that when you hear bubbling you automatically believe it is the septic tank but he believes it may be the lift station.

Councilman Whipple provided his card to him.

Miriam Oquendo, 416 D Street, Cocoa, concurred with Mr. Wesley's concerns regarding flooding. She noted that she lives at the corner of D Street and Washington and when it rains the water just sits. She submitted photos to Steven Biel and was told it would be looked into, but nothing has been done. She thinks a new pipe needs to be installed. One of her neighbor's houses flooded. She stressed that something needed to be done.

In response, City Manager Titkanich assured her that he would get in touch with stormwater engineering and reiterated that this situation would be looked into.

She further asked what could be done when the normal rain just sits. In response, City Manager Titkanich advised that the City purchased 3,000 sandbags and they are at Fire Station #1. He further noted that the County has been working with FEMA. They can get assistance from them. The most important thing is to register and take pictures. FEMA is currently at the Agricultural Center on Lake Drive.

Mayor Parrish asked Mr. Wegerif if he would check on that area. He mentioned that when you look at the City as a whole, we fared better than the County. He agreed that there needs to be a plan in place to fix the areas that are flooding.

Lorraine Koss, 2115 N. Indian River Drive, was in attendance to encourage the formation of a citizen advisory board. A board would help with issues like this. She also pointed out that each of them had received an invitation for a seminar at FIT and encouraged all of them to attend. She noted another issue which was

the passage of a resolution in support of a sustainability board. She was hoping that one could be brought to the November 14th City Council meeting. The Resolution would be similar to what was passed by Satellite Beach.

City Manager Titkanich publicly thanked Ms. Koss for her work on this issue. They have put together a very comprehensive scope of services, a purpose of the committee, and the activities that they can undertake.

Larry Sinclair, 1052 Mitchell Avenue, Cocoa, spoke about stormwater fees and agreed with the first gentlemen who spoke. He stated that his yard had two feet of water and the ditch still had water up to the fence level. He questioned the contract regarding the re-entry program, as he thought the program was supposed to handle issues like this. He would do the work if he had the equipment. He gave City Manager Titkanich credit noting that he was out looking around the City. He just felt there has to be an interim solution.

Allan Chapman, HCVA, spoke about the car show they held a few weeks ago. He thanked Mayor Parrish for attending. The annual Fall Arts and Crafts Fair will be on October 21st from 10-4 pm and on October 22nd it will be from 10-5 p.m. Part of the proceeds will go towards the maintenance of Myrt Tharpe Square. He further spoke about the event two weeks ago where they officially made Cocoa Village a pet friendly village. They will be installing two more pet stations around the town. In closing, he pointed out that they were pressed for parking during their arts and crafts fair. He asked that if there was any way possible to escalate the cleanup of Lee Wenner Park, to please do so.

Brad Whitmore, HCVA, spoke in furtherance about the demand for parking at the Arts and Crafts fair. He thought the idea to partition for parking would be helpful. Next, he mentioned the upcoming “Sail to the Sun Rally” and the pay to attend cruisers seminar. The storm set them back with this event, but he believes that it could still work. He noted that dinghies will not be able to come in unless the park is back open. He also thought about the idea of renting a barge where all of the boats could tie up. The money made from the seminar would be used to make improvements to the waterfront. He feels that there is viability to where they can continue with the planning but things may change. They just need information so that they can make the decision to cancel or keep planning.

Allan Chapman with HCVA agreed, noting they were looking for information, as they cannot expect miracles.

In response, Assistant City Manager Fuhrer noted that the damage is being cleaned up. The surface materials are being cleaned up. They started removal of the vessels today and hoped to be done by tomorrow. He advised that they hoped to be done in two weeks and it should meet their time frame for the event.

In response, Mr. Chapman mentioned that was great and as long as they had access from the water with a path that they could walk up, they would be fine.

Mayor Parrish confirmed that staff would stay in contact with them. Mr. Whitmore acknowledged staff for the great job they have done cleaning up around the City.

V. CONSENT AGENDA:

1. Approve the public/private partnership between the City of Cocoa and Florida High Speed Internet (FLHSI) and authorize the City Manager to execute contracts between the City and FLHSI. The total cost of construction associated with the partnership is $49,250.00. (17-391). (Assistant City Manager)

2. Approve Task Order 2018-84 with CH2M for Project Management Assistance, Data/Invoice Review, and Strategic Planning in support of the Cross Connection Control Program (WS13BC). (17-406). (Utilities Director)

3. Approve Task Order 2018-85 with CH2M to assist WFO in prioritizing asset replacement activities, scoping and preparing contract documents, managing outside services, organizing and utilizing asset data, and increasing staff collaboration and interactions. (17-407). (Utilities Director)

4. Approve a Continuation of Work with Ace Flow Control, Longwood, Florida to Provide Cross Connection Control (CCC) Technical Field Services. (17-408). (Utilities Director)

5. Approve the Resolution waiving the competitive bidding process by reason of sole source for Sunstate; Approve an FY2018 budget resolution to transfer funds in the amount of $11,870 from 421-1515-536.46-00 (Repairs & Maintenance) account to 421-1515-536.64.15 (Capital IT Hardware); Approve the capital improvement purchase of field data collection devices through Sunstate Meter & Supply, Inc. (17-418). (Finance Director)

6. Approve Task Order 2018-86 with CH2M Hill Engineers, Inc. for SCADA Support for Routine Maintenance and On-call Services of the Wonderware Archestra SCADA System. (17-427). (Utilities Director)

7. Approve Additional Funds for Payment of the August and September Invoices to Garganese, Weiss & D'Agresta, P.A., for Special Legal Counsel for Water Supply/Taylor Creek Mediation, Project No. WS0919. (17-428). (Utilities Director)

8. Approve the City of Cocoa accepting a donation of drone with a camera system at an amount of $1,299.00 and a Resolution amending the Fiscal Year 2018 budget to increase revenues and expenditures correspondingly with the attached Budget Amendment Form. (17-430). (Chief of Police)

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

The donators of the Drone presented the equipment to Chief Cantaloupe. He noted it is a very good drone and can be used in areas that are otherwise hard to access. He thanked everyone for their services and felt it would be a good idea to donate it to the City.

VI. PUBLIC HEARINGS:

1. Ordinance No. 08-2017/ 2nd & Final Reading: Amending the Future Land Use Map designation of the subject property from Low Density Residential to Medium Density Residential and Conservation and a Development Agreement related to the subject property. (17-288). (Community Services Director)

Attorney Garganese read Ordinance No. 08-2017 into the record by title only as follows. He noted this was the second and final reading.

ORDINANCE NO. 08-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; PROVIDING FOR ADOPTION OF AN AMENDMENT TO THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA CONSISTING OF APPROXIMATELY 102.2 TOTAL ACRES, MORE OR LESS, GENERALLY LOCATED ON THE SOUTH SIDE OF W. KING STREET, APPROXIMATELY 0.25 MILES EAST OF S. RANGE ROAD, IN COCOA, SAID PORTION OF THE PARCEL BEING MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION ON THE PORTION OF THE PARCEL FROM "LOW DENSITY RESIDENTIAL" TO "MEDIUM DENSITY RESIDENTIAL" AND FURTHER DESIGNATE THOSE PORTIONS OF THE SUBJECT PROPERTY IDENTIFIED AS WETLANDS TO THE "CONSERVATION" FUTURE LAND USE DESIGNATION; PROVIDING FOR THE REPEAL OF PRIORINCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE COMPREHENSIVE PLAN; SEVERABILITY,

AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

He further mentioned that this was the adoption hearing. This item has been postponed at several previous meeting until tonight's meeting for final decision. The advertisement had been done for when it was first supposed to be adopted. Additionally, the approval is contingent upon the Binding Development Agreement. The delay of this item was due to the negotiations of the Binding Development Agreement. The developers are in agreement and are requesting that the City Council approve the Ordinance. He explained, in furtherance, what the Binding Development Agreement encompassed and advised that he would answer any specific questions Council might have.

Mayor Parrish opened the hearing to the public.

Attorney Rezanka, 96 Willard Street, Suite 302, Cocoa, noted it was all worked out and she reached out to Mr. Perrone and had kept him updated along the way. She provided a proposed map and other information[2] and noted there is 102 acres and almost 42% is wetlands and water. The development will be one story and setbacks are 20 feet from Mr. Perrone's property line. The 55+ property will be individually owned and the others will be rented facilities. She asked that the comp plan amendment, Binding Development Agreement, and the zoning ordinance (which is the next item) be approved. Mr. Perrone let her client go out and a have a drone operator video the flooding on the property.

She advised that she deleted the name of the drone operator in the handout.

Councilman Whipple confirmed that this was W. King Street to Pluckebaum. Attorney Rezanka advised that it does not go all of the way and Mr. Perrone's property is south of their property on Pluckebaum. Councilman Whipple then asked how far it was from Clearlake Road. City Manager Titkanich explained that it would be where the Brevard Public School facility is.

Attorney Rezanka thanked staff for working with them.

There being no further comments, Mayor Parrish closed the hearing to the public.

City Manager Titkanich thanked Attorney Rezanka, her clients, the City Attorney's office, and Community Services staff for working on this. He appreciated everyone working together.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilman Whipple, to approve Ordinance No. 08-2017 on 2nd & Final Reading and a Development Agreement related to the subject property.**

[2] EXHIBIT B: Map and emails pertaining to 2075 W. King Street

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Ordinance No. 09-2017/ 2nd & Final Reading: Amending the zoning designation of the subject property from RR-1 (Rural Residential) to RU-2-15 (Multiple Family Residential). (17-289). (Community Services Director)

City Attorney Garganese read Ordinance No. 09-2017 into the record by title only as follows. He advised that this was the second and final reading on the ordinance.

ORDINANCE NO. 09-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROERTY TOTALING 102.2 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF W. KING STREET, APPROXIMATELY 0.25 MILES EAST OF S. RANGE ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO, FROM RR-1 (RURAL RESIDENTIAL) TO RU-2-15 (MULTIPLE FAMILY DWELLING); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

He mentioned that this was related to Ordinance No. 08-2017 and it would only be effective dependent on Ordinance No. 08-2017 becoming effective

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

* **MOTION by Councilwoman Warner; Seconded by Deputy Mayor Boisvert, to approve Ordinance No. 09-2017 on second and final reading.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

Mayor thanked Attorney Rezanka noting she always worked well with the city.

VII. COUNCIL BUSINESS:

1. Provide direction to the City Manager and the City Attorney's Office to prepare the necessary ordinance to ban medical marijuana treatment center dispensing

facilities from locating within the jurisdictional limits of the City. (17-446). (City Manager)

City Attorney Garganese noted that on January 24, 2017, City Council enacted Ordinance No. 18-2016 which was a temporary moratorium prohibiting any and all medical cannabis activity within the jurisdictional limits of the City during the moratorium period which is scheduled to expire on October 21, 2017. The legislation has currently provided two choices. 1) Municipalities can disband dispensaries outright; or 2) Dispensaries will be treated as a matter of law like a pharmacy. He needs direction before the moratorium expires as to what Council wishes to do. He reiterated that they can ban them or they would be treated like pharmacies and would be permitted in several zoning areas. He further listed the zoning areas in which they would be permitted and noted that under law they would be treated like a dispensary.

He advised that if Council decided to ban them they could always revisit the issue at a later date after seeing what other municipalities do.

Mayor Parrish asked if the City would be sued if they ban them. In response, City Attorney Garganese noted that the legislature has provided two choices which was to ban them or not.

Councilwoman Warner stated that you either ban them or allow them anywhere a pharmacy is at. She believes that cities should be able to make their own decisions on this, not the legislature. It should be the city's job to determine where a dispensary would go.

She is not opposed but is opposed to not being able to make the decision ourselves.

Councilman Whipple agrees with Councilwoman Warner and wants to allow the City Manager to come up with an ordinance to ban dispensaries at this time. He believes it should be done and revisited if the needed arises.

* **MOTION by Councilman Whipple; Seconded by Councilwoman Warner, to have staff draft an ordinance to ban marijuana dispensaries until the legislature makes changes or something else changes and the City has the ability to control them and regulate them at a local level.**

Mayor Parrish asked if there was any other City that had voted on this. City Attorney Garganese noted that Cape Canaveral has and adopted regulations regulating facilities under the old law. However, now they are faced with a ban with the understanding that they might have to come back and revisit the issue. City Attorney Garganese advised another approach would be to have new pharmacy regulations. It would take a lot of planning, study, and time, though, which they do not have as the moratorium is about to expire. They would have to ban them in the interim while doing a study. His recommendation would be to do the ban and study this in further at a later date.

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

It was reiterated that they would ban dispensaries at this time.

VIII. CITY BUSINESS:

1. Approve a Resolution Amending the FY 2018 Budget through the use of General Fund and Water/Sewer Fund Reserves, for the purchase of (5) five vehicles that were ordered in FY-2017 but will not be received until FY 2018. (17-436). (Public Works Director)

Mr. Wegerif presented the item and explained the vehicles were ordered and some were impacted by the hurricane. They will be delivered soon.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Provide direction to City staff and the City Attorney on Cocoa Main Street Program's request to lease its existing space at the Porcher House at a reduced rate of $1.00 per year. (17-441). (City Manager)

City Manager Titkanich noted that City Staff had met with Cocoa Main Street and that Cocoa Main street is currently reevaluating their focus on how to support the City and to assure that they are in line with the City's goals and objectives. He

spoke about their current project, the Art Beats project, and noted that they are also managing the traffic signal wrap project.

Cocoa Main Street is requesting that the City change their lease rate to $1.00 per year as opposed to what they currently pay. City Manager Titkanich provided a breakdown of what all the rent included. They currently pay 50% of what is currently charged to other leases of the Porcher House.

It is important that they have a presence there in order to greet visitors and provide tours of the Porcher House. If Council wishes, a Municipal Services Agreement can be done. Additionally, City Manager Titkanich spoke about other programs that Cocoa Main Street has done and mentioned that they provide volunteers to city events. Another item that has been discussed by Council and the CRA is a gateway feature at the former Sundancer property. This could be something that Cocoa Main Street could possibly initiate.

City Manager Titkanich further discussed fee waivers in the past and the history of the Cocoa Village Bar and Restaurant Association.

Cocoa Main Street has met with Melbourne to see what else could be done. City Manager Titkanich advised that his recommendation would be to direct staff to draft a Municipal Services Agreement and to work with Cocoa Main Street and that the rent relief would not exceed a period of two years. This would give them time to work with board members, stakeholders, and to work with other cities. Additionally, he believes that they need to pay their fair share of maintenance considering other tenants have to and in one year they need to submit an alternative funding strategy for their future. He wants to ensure that they have a viable business plan in order to continue operations.

City Manager Titkanich reiterated staff's recommendation, which is to provide rent relief for no longer than a 2 year period at $1.00 per year, and for Cocoa Main Street to work with staff to identify projects, and they can pay their share of maintenance costs.

They are a 501c3 organization and have a long history with the City.

Further discussion was held on the maintenance costs.

* **MOTION by Councilwoman Warner; Seconded by Councilman Whipple, to approve staff's recommendation.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

City Manager Titkanich clarified that it is $1.00 per year plus monthly maintenance chargers and other provisions.

MULTI-YEAR CONTRACTS:

3. Approve renewal of a multi-year contract with United Healthcare for Medicare Advantage Plan for eligible retirees 65 and over from January 1, 2018 to December 31, 2018 and payments to eligible retirees for Medicare Part B reimbursement. (17-431). (Administrative Services Director)

Ms. Gemmati presented the item noting that this is an 11% increase to the plan mainly due to the Affordable Care Act. It is an insurer fee that is required on all fully insured plans.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. INFORMATIONAL AGENDA:

1. Fire Incident Report Summary for September, 2017. (17-439). (Fire Chief)

X. REPORTS:

Mr. Wegerif mentioned that Cocoa received 9 inches of rain on October 1st. He drove around and agreed that there were still many flooded areas and the amount of rain has been unusual. There are many areas that are flooded but overall the drainage system performed well. He was aware that there was still standing water in some areas and that those areas needed to be looked at.

Mayor Parrish agreed that there are a lot of areas that flooded but felt that the City has made a lot of headway.

Chief Cantaloupe mentioned that the Toy Drive had begun and would run through November 17, 2017. Sign-ups were being handled through the City Clerk's office.

Ms. Hamilton provided an update on the tour held on September 28, 2017 which consisted of UCF graduate students who participated in a tour of the Fiske Boulevard Corridor. There were many stops along the way and she thanked all staff and local community stakeholders who participated.

Additionally, on October 1st a Flood Assessment team was assembled and a report was compiled within a two day turn around period. The report was submitted to Brevard County.

Mr. Walsh provided statistics on the sewer side of the water system. They were as follows: "*Since 9/10/2017 until today we have treated 128.35MG of waste water. This is an average daily flow of 4.28MGD. We had a peak flow of 8.33MG on 9/10/2017 this was during the Hurricane Irma. We had a peak flow on 10/1/2017 of 14.00MG. The highest daily flow during this time was 7.50MGD this was on 10/2/2017. The prior 30 days before Hurricane Irma we treated 72.84MG this is an average of 2.43MGD. This is 55.51MG more than normal. Our highest flow days were on 9/112017 5.34MGD, 10/2/2017 7.50MGD, 10/3/2017 5.69MGD, 10/4/2017 5.08MGD and 10/5/2017 6.13MGD. As of today 10/9/2017 our Influent flow is still well over 4.0MGD. Normal MGD for this time of year is 3.14MGD. Our highest peak flow during Hurricane Matthew last year was 6.77MG.*

We had 3 minor violations, 2 were due to Bracco pond over flowing to the storm water ditch during the hurricane. This was caused by the storm water ditch overflowing into Bracco pond then as the water receded, Bracco flowed back out to ditch. Both incidents have been recorded with the state watch office and DEP. They have had letters sent to explain. We had 1-15min period where we had low Cl2 residual but was unable to divert water to reject pond as at the time it was over flow as statd earlier in the E-mail."

He explained that there were portions of the plant that were down for different reasons but they were able to do their job and he applauded their efforts.

Ms. Gemmati advised that there have been times in the past where the second meeting of November was cancelled. She asked for direction from Council regarding this. She noted the meeting would be Tuesday, November 28, 2017.

Councilwoman Warner thought that most everyone would be back to their normal schedules by that time. It is not a busy time.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilman Whipple, to cancel the Regular City Council meeting of November 28, 2017.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

City Attorney Garganese noted that the settlement agreement between Desert Ranches and TCR had been approved. This was the last big piece and it had been approved. It is a big deal.

Assistant City Manager Fuhrer provided recognition to staff who had worked on the high speed internet agreement. This partnership was achieved through a couple of years of work. He thanked Robert Beach, Chief Information Officer, and Kristin Eick, Assistant City Attorney for their hard work. This will provide fiberoptic services to Fire Stations 1 & 2.

Assistant City Manager Fuhrer provided an update on the debris cleanup. He has spoken with the county regarding the contractors they have hired. The contractors are providing daily logs of where they are and have been working. There is a three truck minimum assigned to this area. He noted that stormwater employees were working in full force to try to prevent debris from washing into drains.

Mayor Parrish felt that communication with the County was improving.

Councilman Whipple mentioned the green waste and the furniture at Bracco Pond. In response, Mr. Wegerif advised that green waste had to be kept separate from construction debris (couches go with construction debris). He has told the county to concentrate on cleaning up the neighborhood areas first. He assured him it would eventually be picked up and that it is a temporary situation.

Councilman Whipple further mentioned his attendance at the Space Coast League of Cities Dinner on October 9, 2017. He noted that they advised for all municipalities to be ready to fight for CRA's and he hoped the City Manager was ready to go forward in 2018.

In closing, he spoke about the flooding issues and hoped they did not have to face these issues at the next City Council meeting. He hoped they could all be addressed.

Councilwoman Blanco apologized to the first speaker, Mr. Jordan. She was not aware of the situation that he was referring to and urged everyone in District 4 to contact her. She provided her cell phone, 321-604-1879 and email: jblanco@cocoafl.org. She assured all that she answers all calls and emails. She further urged those in other districts to reach out to their council members. She mentioned that every issue of flooding was horrendous and she wants to be contacted.

She advised that she would be in Daytona on October 18-19, 2017 attending the FRA Conference, along with Mayor Parrish. She would love to attend the Sustainability Workshop on October 19th but would not be in town.

Lastly, she reminded everyone of the District 4 Town Hall Meeting on Tuesday, October 17, 2017 at the Cocoa Presbyterian Church on Dixon Boulevard. She hoped for a good turnout.

Councilwoman Warner spoke about the drainage issues and asked that as parents and neighbors we remind kids that the ditches are not for food containers, balls, etc.

She advised that there was a spot on River Road that was producing just as much water as it was after the hurricane. There seems to be water rushing down a driveway onto the street.

Mr. Wegerif was aware of the area and assured her that they would look into it.

Deputy Mayor Boisvert mentioned the Coffee With a Cop event at the Flying J. He thought it was a good turnout and a good time. The dignitaries of Flying J were there from Georgia and appreciate Cocoa's support.

Mayor Parrish noted that a neighbor on Derby Street has a giant oak tree that needs to be looked at. Pieces are falling and there are termites. It is on the corner of Derby Street and Delannoy Avenue.

He believed that Mr. Walsh and his staff have done a great, miraculous job the last six weeks and appreciates Mr. Walsh for improving the water system.

He noted that there are publications out there, who are trying to say that Cocoa and Melbourne's water systems are not good. He does not know if they are all

working together or not, but asked Council a question. If we were to get hit again by another hurricane, can we guarantee we will never have a main break again?

Councilwoman Warner answered no.

Mayor Parrish noted that a hurricane is an act of mother nature. He stated that there is a state representative also making comments. There is no headline that can be written to hurt our City. If they want to go to war we will go to war and guess who will win. We will. They will lose. It is going to be fine, he is excited, because when you are the best city, everyone wants to be like you.

In closing, he spoke about a resident who discovered a 350 year old canoe in the aftermath of the hurricane. He had the honor of helping send it off to Tallahassee. It is only one of two saltwater canoes ever found. It is great history and this is why people love to live here.

He assured everyone that we will move forward and appreciates all of the participation.

XI. ADJOURNMENT.

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Blanco, to adjourn the Regular meeting of October 10, 2017.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:18 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

Service Awards

Human Resources Division

October 10, 2017

EXHIBIT A: Service Awards Presentation

5 Years of Service



Administrative Services / City Clerk Office

- Colleen O'Donnell, Records Technician

5 Years of Service



Finance Department

- Michael Hollman, Meter Reader
- Cary Myers, Accounting Supervisor

10 Years of Service



Finance Department

- Ryan Doyle, Meter Reader

15 Years of Service



Finance Department

- Susan Young, Sr. Accounts Payable Clerk

20 Years of Service



Finance Department

- Alva Hernandez, Sr. Customer Service Representative

5 Years of Service



Fire Department

- Allen Clark, Firefighter/EMT

10 Years of Service

Fire Department

- Brian Ackerman, Firefighter/EMT
- Charles Burkhart, Firefighter/EMT
- Zachary Campbell, Firefighter/EMT
- Matthew Holladay, Firefighter/EMT
- Garret Kehoe, Firefighter/EMT
- Raymond Rivers, Firefighter/EMT

COCOA FLORIDA

25 Years of Service

Fire Department

- Mitchell Weldon, Firefighter/EMT

5 Years of Service



Police Department

- Anthony Colombo, Police Officer
- Christopher Hattaway, Police Officer
- David Thompson, Police Officer

10 Years of Service

Police Department

- Michelle Perry, Dispatcher/Communications Officer
- Donald Tabor, Police Officer
- Debra Titkanich, Police Officer
- Alan Worthy, Police Sergeant

15 Years of Service

Police Department

- Susan Austin, Administrative Assistant
- Anthony Marchica, Police Sergeant
- John Picheco, Police Officer

20 Years of Service



Police Department

- Patrick Dovale, Police Lieutenant

5 Years of Service



Public Works / Fleet

- Anthony Brockman, Automotive Stock Clerk

10 Years of Service



Public Works

- Rhonda Dingman, Administrative Secretary

5 Years of Service



Utilities Department

- Derrick Kelley, Crewleader – Dyal
- Andrew Lynch, Systems Analyst – Dyal
- Duawn Whitley, Crewleader - WFO

10 Years of Service

Utilities Department

- Donald Howard, Supervisor II – WFO
- John McElroy, Industrial Electrician II – Sellers
- Maria Perez, Environmental Analyst II
- Stephen Rayfield, Crewleader – WFO
- Thomas Vondrell, Certified Operator “A” Lead - Sellers

15 Years of Service

Utilities Department

- William Cudlipp, Crewleader
- Deborah Donovan, Environmental Analyst I

20 Years of Service



Utilities Department

- Bryan Edwards, Utility Mechanic II
- Norma Hernandez, Administrative Secretary
- Ivan Pryce, Crewleader

25 Years of Service



Utilities Department

- Richard Glover, Heavy Equipment Operator
- Anthony Whitsett, GIS/CAD Technician

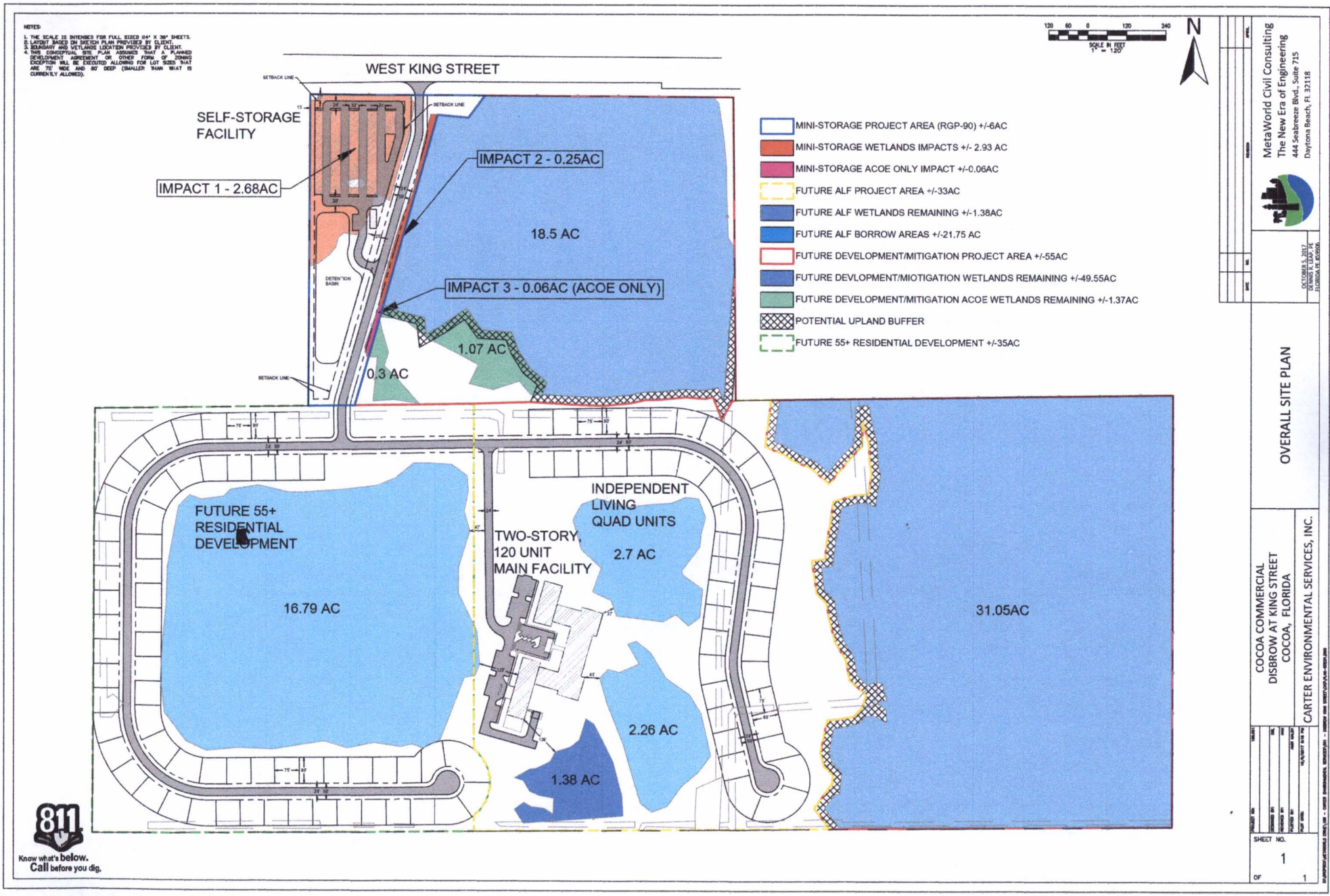


EXHIBIT B: Map & Emails re: 2075 W. King St.

Kimberly Bonder-Rezanka

From: Kimberly Rezanka [kim@cfglawoffice.com]
Sent: Friday, October 06, 2017 1:26 PM
To: 'utopia155@aol.com'
Subject: FW: Proposed ACLF and Independent Living units at 2075 W. King Street

Ralph,

The 55+ units will be one story. They will be subject to condo docs and be sold to individual owners.

My client wishes to have a drone operated come out tomorrow and take aerials of the flooding.

May we have permission to access the property through your land?

The drone operator has an FAA license, he is a pilot for Jet Blue and a friend of mine. His name is [redacted]

Please let me know.

Kim
321-544-0769

From: Kimberly Rezanka [mailto:kim@cfglawoffice.com]
Sent: Thursday, October 05, 2017 2:34 PM
To: 'utopia155@aol.com'
Subject: RE: Proposed ACLF and Independent Living units at 2075 W. King Street

Thanks for the information, Ralph.

As to your questions, the units around the lake will be single story and a 55+ development. The Assisted Living will be in the two-story main building east of the big lake and perhaps in the units further east. They will not be low income housing. The design plans have not been completed, so I am uncertain of the setbacks.

The decision as to single-family or multi-family has not been made yet. I believe that the units around the lake will be for sale, while assisted living will, obviously, be rental.

I will keep you updated as I have information from the City.

Kimberly Bonder Rezanka, Esq.

IMPORTANT: This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are, by this, on notice that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to Cantwell & Goldman, PA., 96 Willard St., Ste. 302, Cocoa, FL. 32922. Thank you.

From: utopia155@aol.com [mailto:utopia155@aol.com]
Sent: Wednesday, October 04, 2017 2:32 PM
To: kim@cfglawoffice.com
Subject: Re: Proposed ACLF and Independent Living units at 2075 W. King Street

Hi Kim, your clients property and all the surrounding properties except mine are flooded badly even the Counties storm water drain is over flowing back into private properties, the property to the west the tenant actually on Monday put all there horses on my property as they where is about 2 plus feet of water.

Your client may want to visit his property, I think he will be shocked, his property is flooded right to my property line on the South, there is no access from 520 only from my property that is 4 feet higher then surrounding properties, I am happy to bring him to his property through mine.

The City has flooded homes, streets, roads closed, storm water drain main hole covers popping off, Ryan's pizza flooded, boats crashing into Cocoa Village, Ya Sunday's storm has done a lot more damage.

Thank you for the plan, questions
Are these planed to be rentals, units for sale, assisted living, low income housing, etc..... ?

I will have issues with more then one story next to my land on the south.

What is the set back from South property line to units proposed ?

In a message dated 10/4/2017 2:12:53 PM Eastern Standard Time, kim@cfglawoffice.com writes:

> Ralph,
>
> We have been attempting to finalize a BDA with the City regarding my client's property, but have not been able to reach anyone at the City due to other more pressing matters.
>
> My client worked with a consultant and has developed the attached concept plan. The units on the west and south will be either duplexes, triplexes or quadplexes – nothing greater. Likely one story.
>
> Please let me know your comments to this plan.
>
> Feel free to call me tomorrow or Friday.
>
> Hope you survived IRMA and the no-name storm of Sunday!
>
> **Kimberly Bonder Rezanka, Esq.**
>
> Cantwell & Goldman PA
>
> *96 Willard Street, Suite 302*
>
> *Cocoa, FL 32922*
>
> *321-639-1320 ext. 123*
>
> *Fax 321-639-9950*

Kimberly Bonder-Rezanka

From: Kimberly Rezanka [kim@cfglawoffice.com]
Sent: Friday, October 06, 2017 1:40 PM
To: 'utopia155@aol.com'
Subject: FW: Cocoa BDA
Attachments: Binding Development Agreement - 2075 W King St - Edits 10-6-17.pdf; Binding Development Agreement - 2075 W King St. Land Use Map 10-6-17.pdf

Importance: High

Ralph,

My client has agreed to this Document. Please review and let us know if you find it acceptable.

Can you send it to the other neighbors as well, or have you become the spokesperson?

Thank you,

Kimberly Bonder Rezanka, Esq.

IMPORTANT: This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are, by this, on notice that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to Cantwell & Goldman, PA., 96 Willard St., Ste. 302, Cocoa, FL. 32922. Thank you.

From: Anthony A. Garganese [mailto:agarganese@orlandolaw.net]
Sent: Friday, October 06, 2017 11:21 AM
To: kim@cfglawoffice.com
Subject: Cocoa
Importance: High

Kim,

Attached is a revised Agreement and Land Use Map. I am sending the agreement to you before the City has had a chance to comment. Therefore, the City reserves the right to amend the draft agreement. With that said, I believe I modified this Agreement consistent with our discussion yesterday with one exception. We did not discuss a buffer wall along the north/west corner which would be required by City Code to separate the 55+ residential use and the commercial property to the north. The property to the north is zoned commercial according to staff.

Please review with your client expeditiously.

Call me if you have questions or you want to discuss.

Anthony

Anthony A Garganese, Esquire
Board Certified City, County & Local Government Law
Garganese, Weiss & D'Agresta, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32801

Sellers Plant Status 10/10/17

Since 9/10/2017 until today we have treated 128.35MG of waste water.
This is an average daily flow of 4.28MGD. We had a peek flow of 8.33MG on 9/10/2017 this was during the hurricane Irma.
We had a peek flow on 10/1/2017 of 14.00MG.
The highest daily flow during this time was 7.50MGD this was on 10/2/2017.
The prior 30 days before Hurricane Irma We treated 72.84MG this is an average of 2.43MGD.
This is 55.51MG more than normal. Our highest flow days were on 9/112017 5.34MGD, 10/2/2017 7.50MGD, 10/3/2017 5.69MGD, 10/4/2017 5.08MGD and 10/5/2017 6.13MGD.
As of today 10/9/2017 our Influent flow is still well over 4.0MGD.
Normal MGD for this time of year is 3.14MGD.
Our highest peak flow during Hurricane Matthew last year was 6.77MG.

We had 3 minor violations 2 were due to Bracco pond A over flowing to the storm water ditch during the hurricane. This was cause by the storm water ditch overflowing into Bracco pond then as the water receded, Bracco flowed back out to ditch Both incidents have been recorded with the state watch office and DEP. They have had letters sent to explain. We had 1-15min period where we had low Cl2 residual but was unable to divert water to reject pond as at the time it was over flow as state earlier in the E-mail.

Legislation Details (With Text)

File #:	17-473	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	10/31/2017			**In control:**	City Council
On agenda:	11/14/2017			**Final action:**	
Title:	Approve the Minutes of the District 4 Town Hall Meeting of October 17, 2017, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	10-17-17 District 4 Town Hall Meeting (Final).pdf EXHIBIT A-District 4 Statistics 001.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 31, 2017
Agenda Date: November 14, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the District 4 Town Hall Meeting of October 17, 2017, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the District 4 Town Hall Meeting of October 17, 2017, as written or with amendments.

powered by Legistar™

MINUTES

CITY OF COCOA
DISTRICT 4 HALL MEETING

October 17, 2017

A District 4 Town Hall Meeting was held on Tuesday, October 17, 2017 at Cocoa Presbyterian Church, 1404 Dixon Boulevard, Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

Councilwoman Blanco called the meeting to order at 6:09 pm.

Present:	Henry U. Parrish III	Mayor
	Don Boisvert	Deputy Mayor
	Jeri Blanco	Councilwoman
	Brenda Warner	Councilwoman
	Clarence Whipple, Jr.	Councilman
	John Titkanich, Jr.	City Manager
	Monica Arsenault	Assistant City Clerk
Absent:	Matt Fuhrer	Assistant City Manager

Other staff members present:

Ed Wegerif, Public Works Director; Gene Prince, Fire Chief; Jonathan Lamm, Deputy Fire Chief; Jack Walsh, Utilities Director; Karen Hamilton, Community Services Director; Tammy Gemmati, Administrative Services Director; Dennis Bunt, Code Enforcement Manager; Teri Butler, Finance Director; Mike Cantaloupe, Police Chief; and Samantha Senger, PR Specialist.

II. Discussion Topics

1. Fact Sheet Overview

Councilwoman Blanco provided some background information about herself and shared the progress she's made as a member of the Council.

She reviewed a hand-out[1] regarding District 4 statistics which included information about population, median household income, an overview of the City's FY18 Budget and other information.

[1] Exhibit A: District 4 Statistics

In regards to the hand-out, a citizen inquired what the forty-four active code cases are. In response, Mr. Dennis Bunt explained that out of the seventy-seven cases that have been opened since January 2017, forty-four are still active and have not come into compliance with the Code.

2. Citizen Input

Councilwoman Blanco introduced Council and other members of staff as well as Port Commissioner Wayne Justice.

Mayor Parrish spoke briefly regarding the flooding from Hurricane Irma and the City's intent to address those issues as soon as possible.

City Manager Titkanich introduced the remaining members of City staff.

A citizen inquired about the ten percent Public Service Tax. In response, City Manager Titkanich explained that in an effort to diversify revenue sources and maintain essential and critical public services, the City of Cocoa City Council has determined that a ten percent Public Service tax (PST) on the sale of water to inside City of Cocoa customers was needed effective October 1, 2017.

Furthermore, the PST is a common revenue source levied by other communities throughout the State and within Brevard County. The PST was initially identified during the City's Fiscal Year 2015 budget workshops, and has subsequently been evaluated each fiscal year during budget development based on the need to maintain municipal services.

During the June 29, 2017 FY2018 Budget Priorities workshop and at its August 9, 2017 Budget Workshop City Council, in lieu of increasing the property tax rate to cover revenue shortfall, supported levying the PST on the sale of water to inside City of Cocoa customers. This will enable the City to further attain its goals of maintaining essential and critical public services and remaining fiscally sustainable long-term.

Port Commissioner Wayne Justice asked about the status of the utility system. In response, City Manager Titkanich explained that the City is eligible for FEMA reimbursements and will be applying for them. He also stated that the City contracted with a diving company to inspect the pipes near the Highway 520 overpass and found that after all of the hurricanes since 2004, approximately 5 feet of erosion deteriorated the joints of the pipes which caused a break. He stated that since Hurricane Irma the pipe has been replaced and fixed.

Lorraine Koss, 2115 N. Indian River Dr., Cocoa, inquired about the City's plan to take advantage of a $300 million dollar leverage over a ten year period after the recent sales tax referendum passed last year. In response, City Manager Titkanich explained that Assistant City Manager Fuhrer has been working with Public Works Director, Ed Wegerif, on potential projects.

Additionally, Mr. Wegerif spoke briefly about a baffle box that will be put out downtown Cocoa on Church Street for some upcoming stormwater projects.

Nancy Elliot, 3406 N. Indian River Dr., Cocoa, inquired about the status of a house in her neighborhood that had burned down prior to Hurricane Irma. She stated it is in the same condition as it was before the storm. In response, Fire Chief Gene Prince stated that the home was under investigation by the State Fire Marshal and was just released last week so that the insurance company could begin to conduct their own investigation. This needs to be done before any remediation can take place. Mr. Bunt elaborated further on Code Enforcement's process of taking action.

Chief Prince spoke briefly about the unpredictability of hurricanes. He mentioned that prior to major storms such as Irma, Public Works cleans out stormwater drains and debris to the best of their ability to prevent as much damage as possible. He explained that Utilities also tries to prevent breaks from happening, however, staff can only prepare so much as a hurricane can be very unpredictable.

Chief Prince spoke about some of the successes that the City had, such as the prevention of pollution into the Indian River Lagoon as well as keeping water going to critical operations centers such as Patrick Air Force Base.

A citizen asked Chief Prince about the new fire stations. In response, Chief Prince provided an overview and a history leading up to construction. He mentioned the age of the buildings and a twenty one percent call increase which played a role in the decision to relocate and construct three new fire stations. Additionally, he explained that a study was conducted and it was determined that due to the current locations of the Fire Stations calls could not be responded to in four minutes or less which is the expectation.

Lawrence Koss, 2115 N. Indian River Dr., Cocoa, inquired if the City has any rules for new development in regards to stormwater and "green" infrastructure. Mr. Wegerif and Chief Prince explained that an assessment is done to make sure the current stormwater system has the capacity to withstand incoming development.

Lorraine Koss asked about an FPL franchise fee and how it accounts in the City's budget. In response, City Manager Titkanich explained that the franchise agreement is partly a commitment that the City will not create utilities in competition with FPL. Furthermore, he explained that a portion of the cost comes right off the top for the purposes of its pledge towards non-ad valorem taxes and debt services.

City Manager Titkanich addressed the trash pickup issue from the hurricane. He explained the Interlocal Agreement that the City has with Waste Management and stated that the City is monitoring pickups. He also stated that Waste Management is not responsible for hurricane debris, this is contracted through FEMA.

A citizen inquired about a "drug house" on Amherst Street. Mr. Bunt and Chief Cantaloupe explained that there is an active case on the property with running liens. Mr. Bunt stated that Animal Control has also been contacted due to an abundance of dogs in the back yard.

Councilwoman Blanco asked if there were any other questions for staff. As there were no further questions the meeting was adjourned.

III. ADJOURNMENT:

*** The Town Hall Meeting adjourned at 7:38 pm.**

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk
(Transcribed by Monica Arsenault, Assistant City Clerk)

District 4 Town Hall Meeting

POPULATION

4,388

MEDIAN HOUSEHOLD INCOME

$29,260

WORKFORCE

39.6
Average Age

9.8%
Unemployment Rate

EDUCATION

16% Bachelor's/Grad/Prof Degree

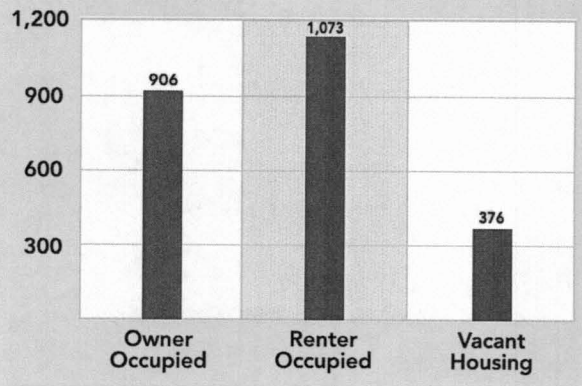
17% No High School Diploma

37% Some College

30% High School Graduate

HOUSING

2,355
Housing Units



6

Total number of FY 2018 Public Works and Utilities projects

77

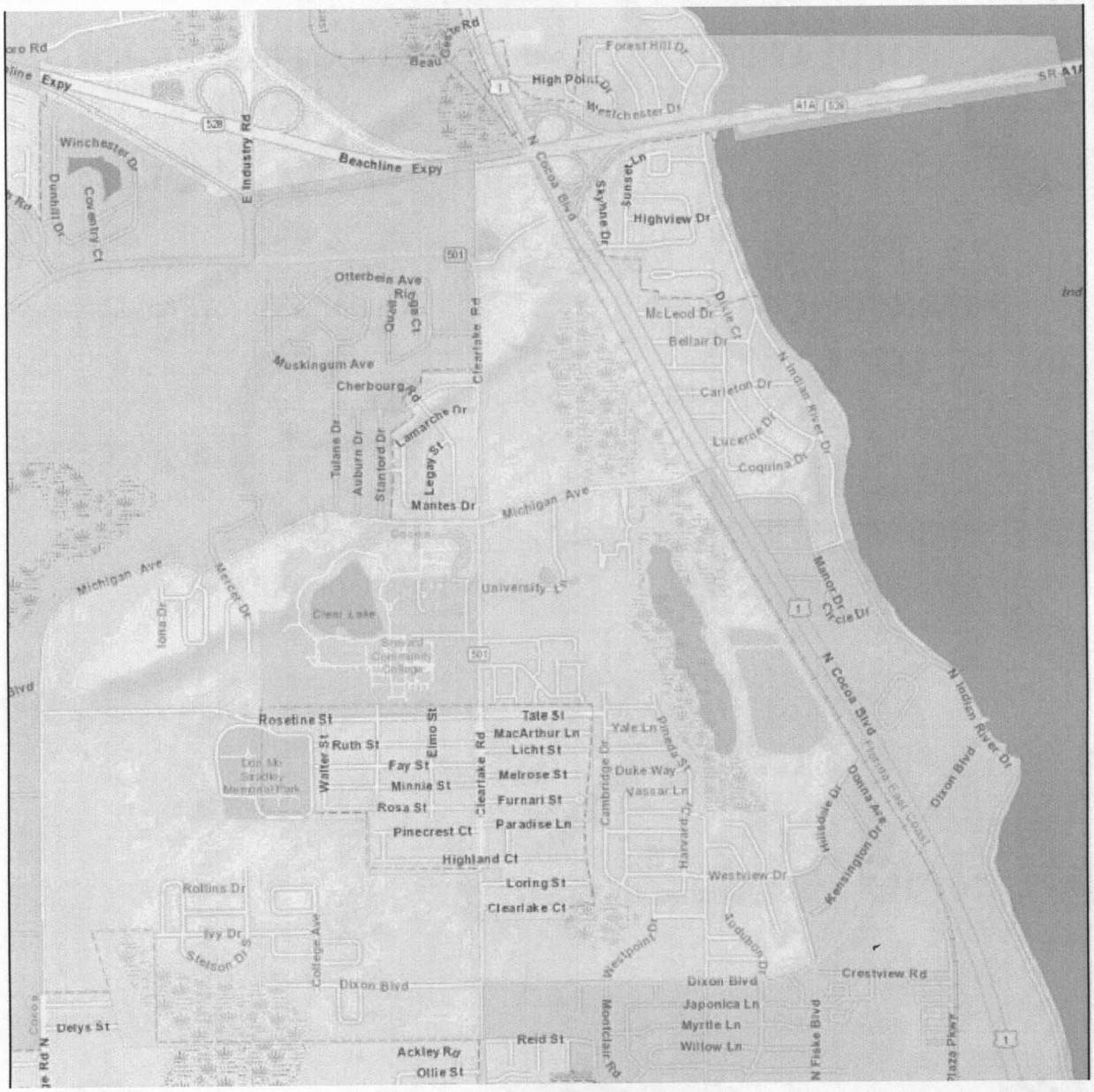
Total number of code cases since January 1st
44 still active, 38 code board cases, 33 complied cases, 7 cases w/running liens, 2 lien reductions

8

Total number of new or renovated businesses that have opened in Dist 4 since January 1st
(List on back)

*Data estimates based on 2010 US Census

District 4 Town Hall Meeting



List of New or Renovated Businesses that have opened in District 4 since January 1, 2017:

- Wal-Mart Stores, 2700 Clearlake Rd. - Renovation
- Cocoa Petro, 1990 Michigan Ave. - Renovation
- BMS Enterprise, 2700 N Cocoa Blvd. - New
- K.I.S.S. Home Repair, 409 McLeod Dr. - New
- J Lorena's Cleaning Service, 1702 University Ln. - New
- GA Books, 1332 Audubon Dr. - New
- Solis Tile & Marble, 1205 Purdue Way - New
- Kutz by Kelly, 1046 Dixon Blvd. - New

List of FY 2018 Public Works and Utilities Projects:

- Fire Station Headquarters
- Annual Paving - currently scheduling
- Annual Sidewalk - currently scheduling
- High Point Groundwater Geo-technical Analysis
- McLeod and Dade Stormwater Swales
- Michigan Ave. Sewer Force Main

Public Service Tax

PUBLIC SERVICE TAX

10%

Council supported levying a 10% Public Service Tax on the sale of water to City of Cocoa residents.

AVERAGE INCREASE

$2.73

The avg increase per month to residents that typically use 4,000 gal/m and is calculated on water base fee and consumption only.

BUDGET SHORTFALLS

Costs contributing to the increase in budget include: increasing insurance to include health, auto and general liability as well as salary increases pursuant to collective bargaining agreements and to retain employees at competitive salaries

PROPERTY TAXES

During the June 29th FY18 Budget Priorities workshop and at the August 9th Budget Workshop, City Council, in lieu of increasing the property tax rate to cover revenue shortfall, supported levying the PST on the sale of water to inside City of Cocoa customers.

SERVICES

The PST was initially identified during the City's Fiscal Year 2015 budget workshops, and has subsequently been evaluated each fiscal year during budget development based on the need to maintain existing levels of municipal services, such as:

Public Safety

Public Works & Infrastructure

Economic Development

12%

Targeted reductions in current year's operating costs implemented along with PST tax.

11/2017

Customers can expect to see the first billing of the PST on their November 2017 utility bill.

166.231

Florida Statute that allows communities throughout the State to levy a PST as a common revenue source.

CITY OFFICIALS AND STAFF

Mayor

Henry U. Parrish, III

Councilmembers

Clarence Whipple, Jr. - District 1
Brenda Warner - District 2
Don Boisvert - District 3
Jeri Blanco - District 4

City Administration

John Titkanich, Jr., AICP, ICMA-CM - City Manager
Matthew Fuhrer - Assistant City Manager

Finance Administration

Teri Butler, CGFO - Finance Director
Lora Howell - Deputy Finance Director
Lea Taylor - Senior Fiscal Analyst

For more information please contact Teri Butler, Finance Director at tbutler@cocoafl.org.

COCOA FLORIDA

FISCAL YEAR 2018
BUDGET AT A GLANCE



FY 2018:
October 1, 2017 -
September 30, 2018



Prepared by the Finance Department & Adopted 9/13/2018



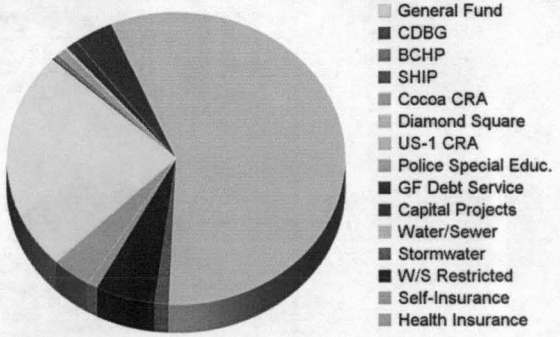
A copy of the annual budget is available for review at:

City Hall
65 Stone St, Cocoa, FL 32922
or visit www.CocoaFL.org

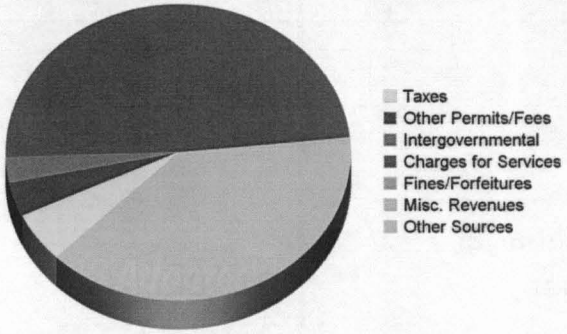
BUDGET OVERVIEW

Revenues by Fund	FY 2017 Amended Budget	FY 2018 Adopted Budget	2018 %
General Fund	$ 48,943,128	$ 37,054,118	24
CDBG	355,857	415,277	0
BCHP	641,564	410,475	0
SHIP	223,984	283,257	0
Cocoa CRA	1,504,368	1,430,692	1
Diamond Square	153,055	154,054	0
US-1 CRA	134,146	184,107	0
Police Special Educ.	2,600	3,000	0
GF Debt Service	1,759,708	1,752,619	1
Capital Projects	8,701,932	5,740,938	4
Water/Sewer	83,124,425	86,423,186	57
Stormwater	3,088,652	1,996,277	1
W/S Restricted	0	8,664,686	6
Self-Insurance	1,294,905	1,468,420	1
Health Insurance	4,711,640	5,760,809	5
	$154,639,964	$151,741,915	100%
Revenues by Activity			
Taxes	$ 7,685,239	$ 8,235,920	5
Other Permits/Fees	5,834,653	5,782,995	4
Intergovernmental	5,214,247	4,065,440	3
Charges for Services	70,416,241	74,311,291	49
Fines/Forfeitures	26,600	29,000	0
Misc. Revenues	1,454,079	1,411,375	1
Other Sources	64,008,905	57,905,894	38
	$154,639,964	$151,741,915	100%
Expenses by Category			
Salaries/Benefits	$ 40,679,303	$ 43,394,043	29
Operating	37,871,861	37,011,757	24
Capital	44,408,533	41,738,911	28
Debt Service	20,885,401	10,417,305	7
Grants and Aids	3,458,872	3,153,900	2
Other Uses	7,335,994	16,025,999	11
	$154,639,964	$151,741,915	100%

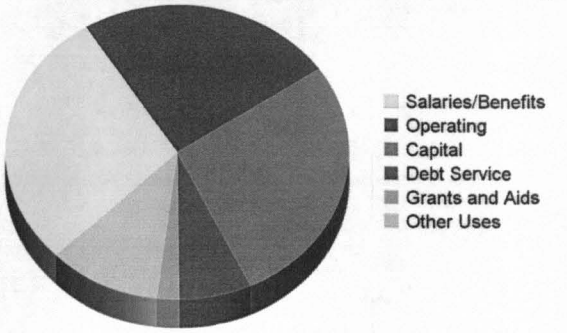
FY 18 Adopted Revenues by Fund



FY 18 Adopted Revenues by Activity



FY 18 Adopted Revenues by Activity



General Fund Overview	FY 2017 Amended Budget	FY 2018 Adopted Budget	2018 %
City Council	$ 113,209	$ 114,569	0
City Manager	2,754,698	2,610,402	7
Finance	2,740,038	2,803,087	7
General Operations	14,318,588	3,539,343	10
Administrative Svcs.	721,342	724,395	2
Law Enforcement	9,094,783	9,293,352	25
Fire Services	5,850,369	5,944,415	16
Community Services	3,418,597	2,857,528	8
Public Works	9,931,504	9,167,027	25
	$ 48,943,128	$37,054,118	100%

Water/Sewer Overview	FY 2017 Amended Budget	FY 2018 Adopted Budget	2018 %
Field Services	$ 1,939,712	$ 1,773,814	2
General Operations	989	0	0
Administration	26,479,173	27,653,341	32
Emergency Services	148,593	0	0
Dyal Water Plant	11,452,370	14,668,703	17
Water Field Ops	9,767,164	8,627,105	10
Engineering	23,394,109	25,218,857	29
Sellers Reclamation	6,414,367	5,974,517	7
Sewer Field Ops	3,527,948	2,506,849	3
	$ 83,124,425	$86,423,186	100%

Stormwater Overview	FY 2017 Amended Budget	FY 2018 Adopted Budget	2018 %
General Operations	$ 8,750	$ 0	0
Public Works	3,079,902	1,996,277	100
	$ 3,088,652	$ 1,996,277	100%

Legislation Details (With Text)

File #:	17-474	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	10/31/2017			**In control:**	City Council
On agenda:	11/14/2017			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of October 24, 2017, as written or with amendments				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	10-24-17 Minutes.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 31, 2017
Agenda Date: November 14, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of October 24, 2017, as written or with amendments

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of October 24, 2017, as written or with amendments

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

October 24, 2017

A Regular City Council meeting was held on Tuesday, October 24, 2017, in City Council Chambers, located in Cocoa City Hall, 65 Stone Street, Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

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

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

The City Clerk took the roll.

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

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Karen Hamilton, Community Services Director; Gene Prince, Fire Chief; Michael Cantaloupe, Chief of Police; Ed Wegerif, Public Works Director; Lora Howell, Acting Finance Director; Jason McCuen, Helpdesk Support Tech; Jonathan Lamm, Fire Chief; and Samantha Senger, PR Specialist.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of October 24, 2017 (17-444)
2. Minutes: (a) Special Meeting of September 25, 2017 (17-442)
   (b) Regular Meeting of September 26, 2017 (17-443)

City Manager Titkanich advised that an item need to be added under City Business VIII.8, regarding Logan Diving.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve the Agenda with the amendments for the Regular meeting of October 24, 2017.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Blanco, to approve the Minutes for the Special meeting of September 25, 2017 and the Regular meeting of September 26, 2017 as written.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

Rev. J.B. Dennis, 3710 Catalina Drive, Cocoa, asked about the status of the Citizen Review Board. He had more facts to present as to why this needs to be sped up.

City Manager Titkanich updated Council on this and noted they enlisted the help of the Center for Public Safety Management to conduct a review of the police department. The draft report was received in August. Hurricane Irma intervened but they have been on the phone with the consultants. The Chief is currently reviewing the report and one recommendation is preliminary establishment of a

board. He assured Council and Rev. Dennis that once the review is complete there will be a presentation for Council.

Councilwoman Warner requested that Rev. Dennis be notified about the meeting.

Rev. Dennis noted that he has not been given updates for the last two months. In response, Council noted they have only discussed Hurricane Irma for the last two months.

Frank Jones, 1613 N. Indian River Drive, Cocoa, Florida, mentioned that where he lives is one of seven nationally recognized scenic routes in America; however, they are waiting on the debris to be picked up. He stated it is a junk pile. As a tax payer he does not want to have to pay for anything when they get sued for wrecks, damages, etc. There is also overgrowth of bushes and trees which cause people to have to swerve out of their lanes to see. This is going to cause an accident. Lastly, there is a lot of water run-off from certain areas on Indian River Drive which is going to become slick and also be a hazard.

Assistant City Manager Fuhrer advised that he had requested an updated map from the County as to where the contractors were currently working and where work has been completed, which he had not received yet. The last report he had received was on Friday and there was a portion of Indian River Drive that was yet to be completed. Additionally, the City has a debris collection truck that is working in the area to assist. He agreed that the debris poses challenges to pedestrians and vehicles.

Mayor Parrish asked if the City could at least pull debris away that is in the road. Something needs to be done.

Councilwoman Warner stated that she was in the west section of Pine Ridge and had to wait for the contractor to get out of the way and then debris was still left on the road. All of this stuff is also washing into storm drains. She feels that the City cannot depend on who the County hires as they are making a mess.

Assistant City Manager Fuhrer assured Council and citizens that options are being discussed internally for debris removal of future storms. Right now there are three county contractors working in the City.

Councilman Whipple does not like being held hostage by the County. Residents should be a priority. City Manager Titkanich advised that the City has one claw

truck that is out there working. Mayor Parrish stressed that this cannot wait. City Manager Titkanich reiterated that there is a City truck augmenting the work of the County contractors. This will double down the efforts.

Councilman Whipple stated it needed to get done. Councilwoman Blanco stated that Village Green has about four feet of debris. Deputy Mayor Boisvert mentioned that Lost Lakes was the same way but they hire their own so it has been taken care of.

Councilman Whipple complimented residents for coming forward and advised that this has also been a problem for council members, as they have received calls. These storms have taught us a lot and we need to get it done.

Larry Sinclair, 1052 Mitchell Street, Cocoa, BACRAP, sent pictures of debris to Dina Ryder-Hicks and Moses and they showed up quickly. He also saw the City's claw truck picking up debris on Broadmoor. He pointed out that BACRAP would be doing the Thanksgiving dinner again this year and invited all who were available to stop by. The Code and Police Departments would be there. He is also working on a presentation which will include drone aerial and street level footage. They are still pushing to build houses on the vacant lots and it is their intent to raise $100,000 by the end of the year. He sees the struggles that the City has because everyone is competing with each other on projects. He hoped all could come together, as BACRAP is strong and has a good board of directors.

Lorraine Koss, 2115 N. Indian River Drive, Cocoa, mentioned that she was wearing her Utilities Advisory Board hat tonight. She has been following the newspaper closely and joined the board after working in water. We are the first line of defense in public health and the environment. We play a critical role and have competent leadership and that what is going on with the media is a distraction from the mission. We need to be as transparent as possible for the health and well-being of those we serve. She is not saying anything about the competency of the Utilities Director, but from a citizen's standpoint wants transparency. We need to avoid being defensive and stay focused on being the first line of defense and we will be most well served.

Amy Langoni, 1018 Gray Road, Cocoa, stated that she lives on the border of Cocoa and the County. She has photos of the culvert on her property. The culvert is 40 feet wide and 6 feet in diameter. She showed photos to Council of today. She pointed out that it is collapsing and fire trucks and other emergency vehicles cannot get to the property. She advised that FEMA has come out and

Deane Mills and Ed Wegerif have also been working with her. FEMA will not cover it and requires the City to submit paperwork on it. Both Mr. Wegerif and Mr. Mills marked the ground and water lines have all been marked.

Her concern is that the culvert is getting worse and collapsed further with today's rain. She knows emotions run high on both sides but she wants the culvert fixed. Numbers have been submitted in regards to this. She mentioned that she asked Mr. Mills for paperwork and he stated that he could not show her the paperwork because it is part of a larger total. Mr. Wegerif told her it could take three to four months to hear from FEMA. She understands that they do not move fast but does not know how much longer it will stay like it is as other pipes are flowing into the culvert. She stated that the County has put in new piping and questioned that if the City's infrastructure is collapsing, how is this problem going to be fixed.

Ms. Langoni is currently using a neighbor's driveway and she asked who she should call on the weekend if this collapsed. She thanked Council for their time and patience in hearing her out.

City Manager Titkanich assured Council and Ms. Langoni that they were aware of the situation and he would have Assistant City Manager Fuhrer follow up with Mr. Wegerif. It is a drainage easement and the property owner built the culvert. It is just as if you have a driveway and it breaks then you are responsible. There is a neighbor with similar issues and they replaced the culvert on their own. He reassured them that Mr. Fuhrer would meet with Ms. Langoni.

Councilwoman Warner asked if this was standard procedure. In response, Ms. Langoni noted it was all originally county property and she provided a brief background of the property.

Councilwoman Blanco pointed out that the Lake Drive area that had improvements done was part of a CDBG Strategy Area and the County had funds allocated from the federal government to make the improvements.

Marisol Soto-Lanza, 436 Satsuma Street in Cocoa, spoke about the flooding in her yard which is considered a non-flooding zone. She cannot get help from anyone and their neighborhood is destroyed. Her car was stuck in a sink hole and she is afraid that it is going to grow in the next few years. They cannot get help from FEMA and workers are not picking up the debris. Additionally, water is flowing to there from the new houses being built which are higher.

Donna Montgomery, 1605 Montes Drive, Cocoa, voiced concerns about drugs within the City of Cocoa.

V. CONSENT AGENDA:

1. Approve the FY2018 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior - U.S. Geological Survey for Water Quality Sampling and Water Level Measurements; To Approve a Resolution Amending the FY2018 Budget. (17-447). (Utilities Director)

2. Approve Proposal by Connect Consulting, Inc. (CCI), High Springs, Florida, for Hydrogeological Services for Wellfield Evaluation and Rehabilitation Services, Project No. WS1106, utilizing the City of Palm Coast RFQ-PW-U-15-12, Services Contract for Professional Hydrogeological Services. (17-453). (Utilities Director)

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Blanco, to approve the Consent agenda.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. PUBLIC HEARINGS:

None.

VII. COUNCIL BUSINESS:

1. Approval of a Resolution recognizing October 23-29, 2017 as City Government Week. (17-451). (City Manager)

City Manager Titkanich advised that this was a Resolution recognizing October 23-29, 2017 as City Government Week and read a Proclamation from Governor Rick Scott proclaiming October 23-29, 2017 as City Government Week.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. CITY BUSINESS:

1. Award Bid #B-17-13-COC, Project SW17CS, Nutrient Removal Baffle Box at Church Street to D.P. Development of the Treasure Coast, LLC of Cocoa and Pompano Beach; Approve the use of Stormwater Reserve Funds; Approve a resolution amending the 2018 budget; Authorize a contingency of $30,000 (not to be included in the purchase order when issued); and Approve the authorization of the City Manager to approve change orders up to $30,000. (17-382). (Public Works Director)

   Mr. Wegerif explained that this project would be to treat water from the south part of the City.

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

AYES: Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)[1]

2. Award Bid # B-17-17-COC, Heart of Cocoa Meeting Room, Project CP1501, to C&D Construction, of Cocoa, FL for $156,875; Authorize the City Manager to execute the contract documents with C&D Construction; Approve a Budget Resolution amending the FY18 Budget to use Fund Balance Reserves to cover additional impact fees and possible change orders associated with the construction; Approve a Contingency Resolution to all change orders up to $18,125. (17-440). (Public Works Director)

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

AYES: Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

3. Approve a task order amendment and change order for Task Order #2017-04.1 in the amount of $11,413 (CP16F3) and Task Order #2017-03.1 with Architects RZK, Inc. in the amount of $9,773 (CP16F2) to provide additional services for Fire

[1] Mayor Parrish left the meeting at 6:54 p.m.

Station #2 (Brunson Blvd.) and Fire Station #3 (SR524). (17-459). (Public Works Director)

Mr. Wegerif advised that this item was for the Civil Engineer who needed to do inspections.

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

AYES: Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)[2]

MULTI-YEAR CONTRACTS:

4. Approve the Resolution waiving the competitive bidding process by reason of sole source for First Billing; Approve a multi-year contract between First Billing and the City of Cocoa for Utility Bill Printing and Payment Solutions; and Authorize the City Manager to sign the contract. (17-370). (Finance Director)

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Approval of a resolution waiving the competitive bidding process, because of sole source, and approval of multi-year contract between the City of Cocoa and Axon Enterprise Inc. for five (5) years ending on September 30, 2022 and authorizing the City Manager to execute the contract. This will allow for the replacement of ten (10) existing outdated/aging Tasers. City of Cocoa Project # PD15TS. (17-438). (Chief of Police)

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

[2] Mayor Parrish returned to the meeting at 6:56 p.m. after the vote was taken.

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. Approve Task Order 2018-87 with CH2M Hill Engineers, Inc. for FY2018 Program Management Services for Cocoa Utilities Operating Revenue Funded Projects effective October 1, 2017 through September 30, 2018; To Authorize the City Manager to Execute the Task Order; and To Approve the Third and Final Amendment to Purchase Agreement effective November 11, 2017 through November 10, 2019. (17-448). (Utilities Director)

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

7. Approval of a resolution waiving the competitive bidding process, by reason of sole source, and approval of a multi-year contract between the City of Cocoa and Axon Enterprise Inc. for five (5) years ending on September 30, 2022 and authorizing the City Manager to execute the contract. This will allow for the replacement of all the existing outdated/aging Body Cameras and implement a CAD/RMS Integration Module. City of Cocoa Project # PD13BC. (17-450). (Chief of Police)

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

8. Approve Continuation of Work under T.O. 2017-6 with Logan Diving & Salvage; Thompson Pipe; and Land & Sea Surveying; To Approve First Amendment to T.O. 2017-6; To Approve a Resolution Amending the FY2018 Budget through the use of Water/Sewer Contingency. (17-464). (Utilities Director)

Mr. Walsh provided a brief background relating to the item.

He advised that this was a walk on agenda item and that they wanted to ensure that all approvals were in place to continue the repair of the 36” water main.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

All Council thanked Mr. Walsh.

IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 09/30/2017. (17-437). (Finance Director)

2. FY 2017 Budget Adjustment Report. (17-454). (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. (17-455). (Finance Director)

4. Data showing the relation between the estimated and actual income and expenses to date. (17-456). (Finance Director)

5. Cocoa Police Department District Event Statistics for Council Information. (17-458). (Chief of Police)

X. REPORTS:

Ms. Donna Montgomery asked who to call about the Police and Fire Departments being underfunded. Mayor Parrish noted she needed to call the county, as that is where she lives.

Lawrence Koss, a member of the US 1 RDA, advised Ms. Montgomery that because she lives in the county, if 50% or more residents say they want to be in Cocoa, they can vote on it.

Ms. Langoni requested that all Council go by her property and take a look at it.

Mr. Wegerif mentioned that the City's claw truck was going around the City and that they were looking into other equipment options to purchase to help with

cleanup, as one of the after action items from the storm. There is a plan in place. He further noted that FDOT did new signal timings for US 1 and the light at Blake Avenue is now on a two minute cycle. He mentioned that the day it was implemented traffic was backed up for about ten minutes but seems to be working fine now. He has heard Forrest Avenue is not working. He asked Council for feedback.

Councilman Whipple asked about the lights at Varr Avenue and SR 520. In response, Mr. Wegerif advised that they have fixed all lights out to I-95. Councilman Whipple believes that he has seen a difference.

Chief Prince reminded Council that in November they would be doing their annual turkey drive. The goal was to give out 100 this year. If anyone wants to donate a turkey they can take it by the Fire Department. He further noted that they went out to Gray Road to check the access and they are able to access the area if needed.

Ms. Hamilton mentioned that the Fall Festival was this Saturday, October 28th from 3-7 p.m. at Cocoa Riverfront Park.

City Manager Titkanich advised that he would be out on vacation from October 27-November 6, 2017.

Councilman Whipple complimented the directors for the job that they did during the storm. They all worked a lot of overtime. He echoed the sentiments of citizens regarding the garbage and debris. He hoped that at the next Council meeting they would not have the same concerns. He assured Ms. Soto-Lanza that he would get involved in her concerns and they would try to address them. He thanked her for coming forward.

In closing he stated that he was happy to be back from Georgia, it is nice, but nothing like Florida. He reiterated his thanks and kudos to the directors.

Councilwoman Blanco thanked all of those who turned out for the District 4 Town Hall meeting on October 17th. There was a fairly good turnout but she would have liked to have seen more. She knows it is hard, as many people work, but it takes that kind of commitment to make improvements. She further pointed out that the Facebook live stream had over 900 views a few days ago. That shows her that people are tuning in or going back later to view. She felt it was all well received and thanked Council and staff for being there to answer questions. She felt that Chief Prince provided a lot of good information.

Next, she spoke about her attendance at the Florida Redevelopment Association Conference in Daytona. CRA's are going to be back on attack again this year, and the legislation meets in January. She explained what CRA's are and of their importance.

Lastly, she advised that she was also in agreement with all of those concerned with the debris cleanup. She asked Ms. Langoni what district she lived in and it was pointed out that she lives in District 3.

Councilwoman Warner asked Chief Prince about the 9/11 Stair Climb event and Chief Cantaloupe about the Chris Daniels Golf Tournament. In response, Chief Prince mentioned that this event was originally planned for 9/11 but was cancelled due to Hurricane Irma. They rescheduled it for November 4th at Cocoa High School. It is at 6 p.m. and participants will walk the bleachers. He further pointed out that both sides of the bleachers would be open this year.

Funds raised will go towards the Fallen Firefighter Memorial and PAL.

Chief Cantaloupe spoke about the Cocoa Community First Golf Tournament for Chris Daniels on November 10th. He spoke about Officer Daniels, and mentioned that he passed away years ago due to cancer and this is an event that they hold close to them. Information is available via the website, Facebook, or they can contact Yvonne Martinez.

Deputy Mayor Boisvert advised that they had ran power to the new fire station on Dixon Blvd. Chief Prince stated that was good news because there had been a delay in that part of the project.

Deputy Mayor Boisvert further noted that the Flying J was trying to get signs on the highway and asked Mr. Wegerif for help. They are willing to pay but are getting the run around for directional signs.

In closing, he believes that Coffee with a Cop needed to be held more often and the Mayor and City Council should be included. The Flying J also wants it to happen more often.

Mayor Parrish asked about the attendance of Council at the upcoming Cocoa Village Neighborhood Association Meeting and the Endeavor Meeting on November 16th.

Deputy Mayor Boisvert and Councilman Whipple are attending the Cocoa Village Neighborhood Association Meeting.

Mayor Parrish, Councilwoman Blanco, and Councilwoman Warner are attending the Endeavor meeting.

Councilman Whipple stated that they needed city administration at the Cocoa Village Neighborhood Association meeting.

Mayor Parrish noticed that the Erdman buildings were going up and the Flying J looked busy. He also noticed that Walmart was going up. City Manager Titkanich believes that the projected ship date for Walmart was September of next year.

Mayor Parrish asked if flood prone areas in the city are being tracked. In response, Assistant City Manager Fuhrer provided an update and that damage assessment crews had gone out. All addresses have been documented and are being inputted into a GIS data base so that it can be looked at as a whole.

City Manager Titkanich spoke about a meeting that was held by SJRWMD. He reported on the amount of rainfall and reported other statistics on the amount of rainfall during these storms. Cox Road experienced issues before it was annexed and during the pre- and post- storm. It is certainly an issue that will be monitored.

Additionally, Assistant City Manager Fuhrer reflected on Mr. Jones' comment regarding water on Indian River Drive. He advised there was water there and they are in the process of testing the soils in the water. It is very strange as it is one of the highest areas in Brevard County and some citizens have water intrusion in to their homes.

They are hoping to receive feedback so that they know what to do. There is flooding above and below the road. City Manager Titkanich added that a survey was done and there are artesian wells in that area. The water keeps flowing because the grounds are so saturated.

Further discussion was held on the underground springs. Councilwoman Warner has never seen this happen and she has lived in Cocoa since the 1970's. City Manager Titkanich stated he has a report that is very informative.

Mayor Parrish asked about the status of the boats being picked up. City Manager Titkanich noted there was still one with a mast that is against the boardwalk. They

have to remove debris and some of the boardwalk to gain access to the boat. He pointed out that the rebuilding of the boardwalk will be a FEMA project and will take a little while.

Further discussion was held on boats. Mayor Parrish also suggested a special meeting be held in regards to the riverfront. He wanted it in order to get an idea of how to move forward. He would like input and feels everyone should be on the same page with that area. It is very important that it be put back to together right.

City Manager Titkanich mentioned that they are looking at narrowing the area down and will present their ideas to the CRA so that section of the plan can be looked at more in depth. They hope to have more information at the next CRA meeting.

Mayor Parrish stated that the latest issues with Florida Today are between him and Florida Today. It has nothing to do with Cocoa and the Cocoa water system. He has worked on a lot of things before he was elected and when he was elected he found out pretty darn quick that Florida Today was publishing mugshots and other stuff and always mentioning Cocoa. They were always blaming crime on Cocoa. Cocoa went to Florida Today and badgered them and finally convinced them to quit publishing crime statistics on Cocoa. It was always Port St. John, Sharpes, etc. As Mayor he takes this job very seriously and Bob Stover did the right thing at that time. He has always been hard on the paper and does not agree with a lot of the write ups they do on Cocoa. He invited Bob Gabordi to come tonight because of the Facebook and Twitter feeds and he did not show up because the Mayor has the gavel and Bob has the power of the pen and that is more powerful than the gavel.

He explained what really happened. He mentioned that he got up at 7 a.m. as the storm was dissipating, went in and washed his face, brushed his teeth, etc. and there was no water pressure. He kind of freaked out, as he was 54 years old and has never seen Cocoa lose water pressure.

He called the EOC and the phone was not connecting. He was getting worried as he went outside and things were still blowing around. His friend said there was a reporter who wanted to interview him inside City Hall in the EOC. He got to City Hall and the reporter was outside, so he walked upstairs to the EOC. Council had made a deal that they would not go in so that the professionals (staff) could do their job. City Manager Titkanich came out along with the Chief and he looked concerned. Mayor Parrish advised that this gentleman wanted to ask a few

questions and the reporter wanted to ride around the City. City Manager Titkanich mentioned that the reporter kept trying to get in and they were telling him no. There is a hurricane and there are people in need.

Mayor Parrish stated that City Manager Titkanich said, “Sir, you have just been duked”. Mayor Parrish said that they would deal with this later. He walked out and left. The statement from the paper was that they were just there to ask questions and get answers. The truth was that the paper was there meddling while we were trying to help. Just to say you were there to ask questions and get answers is wrong.

Mayor Parrish noted that he does not appreciate that paper and to make a flat out lie and to push staff to accommodate the reporter after he has been told several times. He said it is as clear as the air it is between Henry U. Parrish III and the paper, the difference is that this Mayor will stand up for the citizens of Cocoa. The citizens of Cocoa deserve the best and the best city of Brevard County deserves the best.

We provide water to over 270,000 customers and this number is going to get bigger. The truth is that they do not want to tell you the truth. That is what happened. The citizens of Brevard County deserve better, no unbiased reporting, no “gotcha” headlines, no sensationalism, etc. Is this too much to ask?

Editor Bob Gabordi was there and he got the answers. We got hit by a hurricane and at the end he said the City of Cocoa’s water system is very good. We know that and it is not about the water system it is about poor reporting that we have suffered through for a long time. We cannot move forward if we are not treated fairly. Melbourne lost their whole system and you did not hear anything about this. I have considered this over with Bob Gabordi and an apology.

XI. ADJOURNMENT.

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilman Whipple, to adjourn the Regular City Council meeting of October 24, 2017.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:52 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	17-475	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	10/31/2017			**In control:**	City Council
On agenda:	11/14/2017			**Final action:**	
Title:	CAFR Award Presentation. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

powered by Legistar™

Legislation Details (With Text)

File #:	17-479	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	10/31/2017			**In control:**	City Council
On agenda:	11/14/2017			**Final action:**	
Title:	Sister City Presentation. (Kathy Mardirosian)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

powered by Legistar™

Legislation Details (With Text)

File #:	17-461	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	10/18/2017			**In control:**	City Council
On agenda:	11/14/2017			**Final action:**	
Title:	Approve a Budget Resolution adjusting the FY18 budget to transfer funds from various departments to Information Technology Services to pay Ricoh lease agreement via a single purchase order from Rentals and Leases and Operating Supplies. (Assistant City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution 2018.docx Ricoh MLA Signed by City Manager 6-29-2017.pdf Ricoh Budget Adjustment Tracking Sheet FY18				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 13, 2017
Agenda Date: November 14, 2017
Prepared By: Robert Beach, Chief Technology Officer
Through: Matthew Fuhrer, Assistant City Manager
Requested Action:
Approve a Budget Resolution adjusting the FY18 budget to transfer funds from various departments to Information Technology Services to pay Ricoh lease agreement via a single purchase order from Rentals and Leases and Operating Supplies.

BACKGROUND:

On May 28, 2017, the City Council approved a new multi-year lease agreement with Ricoh USA, Inc. for copiers under the terms of the USF Master Resale Agreement and authorized the City Manager and the City Attorney to finalize the terms of the agreement and execute the agreement. One of the benefits of this new agreement is that it would consolidate the billing onto a single invoice allowing for payment from a single account; thus, providing a more effective and efficient procurement process. To facilitate the new invoicing, funds must be transferred from various budgetary accounts into the Information Technology Services budget to cover the copier lease and usage expenses.

The transfer amounts are from 15 divisions where the funds were originally budgeted into Division 1103 Information Technology as shown on the Budget Adjustment Forms.

STRATEGIC PLAN CONNECTION:

Fiscal Sustainability: By centralizing all the budgetary accounts, the invoices can be paid from a

single account reducing the number and complexity of purchase requisitions, which will in turn improve efficiency city wide.

BUDGETARY IMPACT:

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

Attached are the Budget Adjustment Forms transferring funds budgeted in FY2018 for all Ricoh copier leases and copy overages from the individual departments to Information Technology's budget.

001-1103-516.44-00 Rentals and Leases $27,590

001-1103-516.52-00 Operating Supplies $12,234

There are sufficient funds budgeted to meet the financial obligations through Fiscal Year 2018.

Copier Lease Includes:

- Copier / Printer Lease
- Maintenance
- Toner

Additional Monthly Costs:

- Price per Copy Black and White (varies depending on copier model)
- Price per Copy Color (varies depending on copier model)

PREVIOUS ACTION:

May 28, 2017 the City Council approved a new multi-year lease agreement with Ricoh USA, Inc. for copiers under the terms of the USF Master Resale Agreement and authorized the City Manager and the City Attorney to finalize the terms of the agreement and execute the agreement.

RECOMMENDED MOTION:

Approve a Budget Resolution adjusting the FY18 budget to transfer funds from various departments to Information Technology Services to pay Ricoh lease agreement via a single purchase order from Rentals and Leases and Operating Supplies.

RICOH

Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

Master Lease Agreement

Number:_____

CUSTOMER INFORMATION

Full Legal Name: City of Cocoa				
Address: 65 Stone Street				
City: Cocoa	State: FL	Zip: 32922	Contact: Robert Beach	Telephone Number: 321-433-8550
Federal Tax ID Number* *(Do Not Insert Social Security Number)*	Facsimile Number		E-mail Address: rbeach@cocoafl.org	

*Not required for State and Local Government entities.

This Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ricoh USA, Inc. ("Ricoh") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 70 Valley Stream Parkway, Malvern, PA 19355.

1. Agreement. We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."
2. Schedules; Delivery and Acceptance. Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on the Product delivery and acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three (3) business days after any Product is installed.
3. Term; Payments. The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. If any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to that Payment, a one-time late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). You also agree to pay all shipping and delivery costs associated with the ownership or use of the Product, which amounts may be included in your Payment or billed separately. You agree to pay $25.00 for each check returned for insufficient funds or for any other reason. You also agree that, except as set forth in Section 18 below, THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT, EXCEPT THAT THIS LEASE AGREEMENT MAY BE TERMINATED BY THE CUSTOMER PURSUANT TO SECTION 18(B) FOR NON-APPROPRIATION OF FUNDS. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.
4. Product Location; Use and Repair. You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). All alterations, additions or replacements will become part of the Product and our property at no cost or expense to us. We may inspect the Product at any reasonable time.
5. Taxes and Fees. In addition to the payments under this Lease Agreement, you agree to pay all taxes, assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to file and pay property tax, you agree, at our discretion, to either: (a) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Product when billed by the jurisdictions; or (b) remit to us each billing period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the billing period sums include a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Product during the term of the applicable Schedule. As compensation for our internal and external costs in the administration of taxes related to each unit of Product, you agree to pay us a "Property Tax Administrative Fee" in an amount not to exceed the greater of 10% of the invoiced property tax amount or $10 each time such tax is invoiced during the term of the applicable Schedule, not to exceed the maximum amount permitted by applicable law. The Property Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year during the term of the applicable Schedule to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we may deem appropriate. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year. Sales and use tax, if applicable, will be charged until a valid sales and use tax exemption certificate is provided to us.

Customer Initials

Ricoh® and the Ricoh Logo are registered trademarks of Ricoh Company, Ltd.

6. Warranties. We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO US AND OUR ASSIGNEE, YOU LEASE OR RENT THE PRODUCT "AS-IS." The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.

7. Loss or Damage. You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product delivery to you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity from Ricoh.

8. Indemnity, Liability and Insurance. (a) To the extent not prohibited by applicable law, you agree to indemnify us, defend us and hold us harmless from all claims arising out of the death or bodily injury of any person or the damage, loss or destruction of any tangible property caused by or to the Product, except to the extent caused by our gross negligence or willful misconduct. (b) You agree to maintain insurance to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.

9. Title; Recording. We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease.

10. Software or Intangibles. To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date.

11. Default. Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.

12. Remedies. If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules, and/or any or all other agreements that we have entered into with you; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may exercise any and all other rights or remedies available to a lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity, to the extent enforceable under applicable law against a municipality in the State of Florida; (d) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (e) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (f) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees, and all costs related to the sale or disposition of the Product including, without limitation, incidental damages expended in the repossession, repair, preparation, and advertisement for sale or lease or other disposition of the Product. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, five (5) days' notice shall constitute reasonable notice. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.

13. Ownership of Product; Assignment. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all the Payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.

14. Renewal; Return of Product. AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT YOU RETURN THE PRODUCT TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you will immediately return the Product subject to such expired Schedule to us (or our designee), to the location designated by us, in as good condition as when you received it, except for ordinary wear and tear. You will bear all shipping, de-installing, and crating expenses of the Product and will insure the Product for its full replacement value during shipping. You

Customer Initials

must pay additional monthly Payments at the same rate as then in effect under a Schedule, until the Product is returned by you and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Lease Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing rates. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.

15. Miscellaneous. It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC to the extent permitted by law. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THIS LEASE AGREEMENT AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule, nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. Any change in any of the terms and conditions of this Lease Agreement or any Schedule must be in writing and signed by us. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date sent. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. You authorize us, our agent and/or our Assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our Assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product. You agree to provide updated annual and/or quarterly financial statements to us upon request.

16. Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code. YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE OF FLORIDA. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE STATE OF FLORIDA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE PRODUCT). TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.

17. Counterparts; Facsimiles. Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us and/or is in our possession or control, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.

18. State and Local Government Provisions. If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:

    (a) Essentiality. During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.

    (b) Non-Appropriation/Non-Substitution. (i) If all of the following shall occur: (A) your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, (B) other funds are not available for such payments, and (C) the non-appropriation of funds did not result from any act or failure to act on your part, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall return to us all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to return the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide, upon our request, an opinion of independent counsel (who

Customer Initials

shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.

(c) Funding Intent. You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.

(d) Authority and Authorization. (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.

(e) Assignment. You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

19. Sovereign Immunity. Nothing contained in this Lease Agreement shall be construed as or constitute a waiver of Customer's right to sovereign immunity as provided under Section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	**Accepted by: RICOH USA, INC.**
By: X _____ *Authorized Signer Signature*	By: _____ *Authorized Signer Signature*
Printed Name: John Titkanich Jr.	Printed Name: _____
Title: City Manager Date: 6/29/2017	Title: _____ Date: _____
Facsimile Number: _____	Facsimile Number: _____

FY 2018

Budget Adjustment Tracking Sheet

Date	Type	Name	Account #	Amount	Project	Group Date	Group #	Council Date	Agenda #	Resolution	Online
11/6/2017	Transfer	BAF-PD-FY18 RICOH pg. 1 of 10 (11-14-17) Agenda 17-461 - FY18	001-2100-521.44-00	(2,050)	PD14IN			11/14/2017	17-461		
	Transfer		001-2100-521.44-00	(2,010)	x			11/14/2017	17-461		
	Transfer		001-2100-521.52-00	(1,408)	PD14IN			11/14/2017	17-461		
	Transfer		001-2100-521.52-00	(3,000)	x			11/14/2017	17-461		
	Transfer		001-2101-521.44-00	(3,149)	x			11/14/2017	17-461		
	Transfer		001-2101-521.52-00	(2,000)	x			11/14/2017	17-461		
	Transfer		001-1103-516.44-00	7,209	x			11/14/2017	17-461		
	Transfer		001-1103-516.52-00	6,408	x			11/14/2017	17-461		
11/6/2017	Transfer	BAF-FD-FY18 RICOH pg. 2 of 10 (11-14-17) Agenda 17-461 - FY18	001-2200-522.44-00	(1,917)	x			11/14/2017	17-461		
	Transfer		001-1103-516.44-00	1,917	x			11/14/2017	17-461		
11/6/2017	Transfer	BAF-CS-FY18 RICOH pg. 3 of 8 (11-14-17) Agenda 17-461 - FY18	001-3200-515.44-00	(2,256)	x			11/14/2017	17-461		
	Transfer		001-3290-574.44-00	(2,055)	x			11/14/2017	17-461		
	Transfer		001-1103-516.44-00	4,311	x			11/14/2017	17-461		
11/6/2017	Transfer	BAF-PW-FY18 RICOH pg. 4 of 10 (11-14-17) Agenda 17-461 - FY18	001-3500-519.44-00	(907)	x			11/14/2017	17-461		
	Transfer		001-3500-519.52-00	(500)	x			11/14/2017	17-461		
	Transfer		001-3540-519.44-00	(540)	x			11/14/2017	17-461		
	Transfer		001-3540-519.52-00	(250)	x			11/14/2017	17-461		
	Transfer		001-3560-519.44-00	(1,500)	x			11/14/2017	17-461		
	Transfer		001-1103-516.44-00	2,947	x			11/14/2017	17-461		
	Transfer		001-1103-516.52-00	750	x			11/14/2017	17-461		
11/6/2017	Transfer	BAF-UT-FY18 RICOH pg. 5 of 10 (11-14-17) Agenda 17-461 - FY18	421-4010-536.44-00	(1,792)	x			11/14/2017	17-461		
	Transfer		421-4020-536.44-00	(1,704)	x			11/14/2017	17-461		
	Transfer		421-4025-536.44-00	(2,750)	x			11/14/2017	17-461		
	Transfer		421-4120-536.44-00	(2,100)	x			11/14/2017	17-461		
	Transfer		421-4125-536.44-00	(550)	x			11/14/2017	17-461		
	Transfer		421-4125-536.52-00	(125)	x			11/14/2017	17-461		
	Transfer		421-4010-581.91-01	9,021	x			11/14/2017	17-461		
11/6/2017	Amendment	BAF-IT-FY18 RICOH pg. 6 of 10 (11-14-17) Agenda 17-461 - FY18	001-0000-381.91-21	12,721	x			11/14/2017	17-461		
	Amendment		001-1103-516.44-00	8,896	x			11/14/2017	17-461		
	Amendment		001-1103-516.52-00	3,825	x			11/14/2017	17-461		
11/6/2017	Transfer	BAF-SW-FY18 RICOH pg. 7 of 10 (11-14-17) Agenda 17-461 - FY18	423-3570-538.44-00	(910)	x			11/14/2017	17-461		
	Transfer		423-3570-581.91-01	910	x			11/14/2017	17-461		
11/6/2017	Amendment	BAF-IT-FY18 RICOH pg. 8 of 10 (11-14-17) Agenda 17-461 - FY18	001-0000-381.91-23	910	x			11/14/2017	17-461		
	Amendment		001-1103-516.44-00	910	x			11/14/2017	17-461		
11/6/2017	Transfer	BAF-PD-FY18 RICOH pg. 9 of 10 (11-14-17) Agenda 17-461 - FY18	001-2132-524.44-00	(1,400)	x			11/14/2017	17-461		
	Transfer		001-2132-524.52-00	(1,251)	x			11/14/2017	17-461		
	Transfer		000-1103-516.44-00	1,400	x			11/14/2017	17-461		
	Transfer		001-1103-516.52-00	1,251	x			11/14/2017	17-461		
11/6/2017	Transfer	BAF-UT-FY18 RICOH pg. 10 of 10 (11-14-17) Agenda 17-461 - FY18	421-4020-536.52-00	(3,000)	x			11/14/2017	17-461		
	Transfer		421-4025-536.52-00	(700)	x			11/14/2017	17-461		
	Transfer		421-4010-581.91-01	3,700	x			11/14/2017	17-461		

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 2100 | DATE PREPARED: 10/23/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 2,050)	001-2100-521.44-00	PD14IN	Law Enforcement/Rentals & Leases	$ 100,641	$ 100,641	$ 98,591	$ 89,171
($ 2,010)	001-2100-521.44-00		Law Enforcement/Rentals & Leases	$ 100,641	$ 98,591	$ 96,581	$ 87,161
($ 1,408)	001-2100-521.52-00	PD14IN	Law Enforcement/Operating	$ 185,645	$ 185,645	$ 184,237	$ 137,303
($ 3,000)	001-2100-521.52-00		Law Enforcement/Operating	$ 185,645	$ 185,645	$ 182,645	$ 137,303
($ 3,149)	001-2101-521.44-00		Law Enforcement/Rentals & Leases	$ 3,149	$ 3,149	$ 0	$ 0
($ 2,000)	001-2101-521.52-00		Law Enforcement/Operating	$ 7,965	$ 7,965	$ 5,965	$ 5,065
($ 13,617)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 7,209	001-1103-516.44-00		Rentals and Leases	$ 133,000	$ 133,000	$ 140,209	$ 141,609
$ 6,408	001-1103-516.52-00		Operating Supplies	$ 308,420	$ 308,420	$ 314,828	$ 288,429
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 13,617	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to move the cost of the RICOH copier lease and additional fee budget to the Information Technology Division. The associated invoices will be paid by the IT division.
Agenda 17-461

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/14/17 *RESOLUTION #:* _____

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.

10/23/17 Susan Austin Digitally signed by Susan Austin Date: 2017.10.23 11:10:16 -04'00'	10/24/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.10.24 08:49:40 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
10/23/17 Michael Cantaloupe Digitally signed by Michael Cantaloupe Date: 2017.10.23 11:24:59 -04'00'	11/6/17 Lora Howell Digitally signed by Lora Howell Date: 2017.11.06 09:03:31 -05'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/19/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 1,917)	001-2200-522.44-00		RENTALS AND LEASES	$ 1,917	$ 1,917	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 1,917)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 1,917	001-1103-516.44-00		RENTALS AND LEASES	$ 133,000	$ 141,609	$ 143,526	$ 143,526
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 1,917	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to move the cost of the RICOH copier lease and additional fee budget to the Information Technology Division. The associated invoices will be paid by the IT division.
Agenda 17-461

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/14/17 *RESOLUTION #:* _____

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.

10/20/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.10.20 14:15:15 -04'00')	10/23/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.10.23 09:23:53 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
10/20/17	Gene Prince (Digitally signed by Gene Prince)	11/6/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.11.06 09:03:59 -05'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/20/17 - IT

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/19/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 2,256)	001-3200-515.44-00		RENTALS AND LEASES	$ 2,256	$ 2,256	$ 0	$ 0
($ 2,055)	001-3290-574.44-00		RENTALS AND LEASES	$ 4,930	$ 4,930	$ 2,875	$ 1,875
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 4,311)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 4,311	001-1103-516.44-00		RENTALS AND LEASES	$ 133,000	$ 143,526	$ 147,837	$ 147,837
$ 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
$ 4,311	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to move the cost of the RICOH copier lease and additional fee budget to the Information Technology Division. The associated invoices will be paid by the IT division.
Agenda 17-461

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 11/14/17 RESOLUTION #:

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.

10/20/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.10.20 14:14:33 -04'00')	11/6/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.11.06 08:28:11 -05'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
11/3/17	Karen Hamilton (Digitally signed by Karen Hamilton Date: 2017.11.03 17:47:50 -04'00')	11/6/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.11.06 09:04:32 -05'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/20/17 - IT

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/19/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 907)	001-3500-519.44-00		RENTALS AND LEASES	$ 907	$ 907	$ 0	$ 0
($ 500)	001-3500-519.52-00		OPERATING SUPPLIES	$ 600	$ 600	$ 100	$ 100
($ 540)	001-3540-519.44-00		RENTALS AND LEASES	$ 540	$ 540	$ 0	$ 540
($ 250)	001-3540-519.52-00		OPERATING SUPPLIES	$ 18,110	$ 18,110	$ 17,860	$ 16,080
($ 1,500)	001-3560-519.44-00		RENTALS AND LEASES	$ 1,500	$ 1,500	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 3,697)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 2,947	001-1103-516.44-00		RENTALS AND LEASES	$ 133,000	$ 147,837	$ 150,784	$ 149,284
$ 750	001-1103-516.52-00		OPERATING SUPPLIES	$ 308,420	$ 316,079	$ 316,829	$ 289,179
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 3,697	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to move the cost of the RICOH copier lease and additional fee budget to the Information Technology Division. The associated invoices will be paid by the IT division.
Agenda 17-461

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/14/17 *RESOLUTION #:* _____

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.

10/20/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.10.20 14:14:02 -04'00'	10/24/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.10.24 08:34:47 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
10/23/17 Everett J. Wegerif	11/6/17 Lora Howell Digitally signed by Lora Howell Date: 2017.11.06 09:05:04 -05'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/20/17 - IT

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 2100 | DATE PREPARED: 10/23/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 1,400)	001-2132-524.44-00		Code Enforcement/Rentals & Leases	$ 1,400	$ 1,400	$ 0	$ 0
($ 1,251)	001-2132-524.52-00		Code Enforcement/Operating	$ 5,030	$ 5,030	$ 3,779	$ 3,779
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 2,651)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 1,400	001-1103-516.44-00		Rentals & Leases	$ 133,000	$ 133,000	$ 134,400	$ 141,609
$ 1,251	001-1103-516.52-00		Operating Supplies	$ 308,420	$ 308,420	$ 309,671	$ 288,429
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 2,651	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to move the cost of the RICOH copier lease and additional fee budget to the Information Technology Division. The associated invoices will be paid by the IT division.
Agenda 17-461.

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 11/14/17 RESOLUTION #:

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.

Date	Signature	Date	Signature	Date	Signature
10/23/17	Susan Austin (Digitally signed by Susan Austin Date: 2017.10.23 11:18:18 -04'00')	10/24/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.10.24 08:58:16 -04'00')		
	Requestor's Signature		Finance Approval Signature		Finance Director's Signature
10/23/17	Michael Cantaloupe (Digitally signed by Michael Cantaloupe Date: 2017.10.23 11:25:59 -04'00')	11/6/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.11.06 09:07:16 -05'00')		
	Department Director's Signature		Deputy Fin. Director's Signature		City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/20/17 - IT

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/19/17

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 12,721	001-0000-381.91-21		TRANSFER FROM / WS FUND (421)	$ 0	$ 0	$ 12,721	$ 9,021
$ 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
$ 12,721	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 8,896	001-1103-516.44-00		RENTALS AND LEASES	$ 133,000	$ 149,284	$ 158,180	$ 158,180
$ 3,825	001-1103-516.52-00		OPERATING SUPPLIES	$ 308,420	$ 316,829	$ 320,654	$ 283,001
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 12,721	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to move the cost of the RICOH copier lease and additional fee budget to the Information Technology Division. The associated invoices will be paid by the IT division.
Agenda 17-461

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/14/17 *RESOLUTION #:* _____

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.

10/20/17 Lea Taylor (Digitally signed by Lea Taylor Date: 2017.10.20 14:13:06 -04'00')	11/4/17 Lea Taylor (Digitally signed by Lea Taylor Date: 2017.11.03 13:09:47 -04'00')	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
10/24/17 Matthew Fuhrer (Digitally signed by Matthew Fuhrer ... Date: 2017.10.24 15:28:11 -04'00')	11/6/17 Lora Howell (Digitally signed by Lora Howell Date: 2017.11.06 09:05:54 -05'00')	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/19/17

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 910	001-0000-381.91-23		TRANSFER FROM / STORMWATER (423)	$ 8,685	$ 8,685	$ 9,595	$ 9,595
$ 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
$ 910	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 910	001-1103-516.44-00		RENTALS AND LEASES	$ 133,000	$ 158,180	$ 159,090	$ 159,090
$ 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
$ 910	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to move the cost of the RICOH copier lease and additional fee budget to the Information Technology Division. The associated invoices will be paid by the IT division.
Agenda 17-461

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/14/17 *RESOLUTION #:*

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.

10/20/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.10.20 14:10:47 -04'00')	11/3/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.11.03 13:15:47 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
10/24/17	Matthew Fuhrer (Digitally signed by Matthew Fuhrer DN: cn=Matthew Fuhrer, o=City of Cocoa, ou=City Manager's Office, email=mfuhrer@cocoafl.org Date: 2017.10.24 16:27:51 -04'00')	11/6/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.11.06 09:08:51 -05'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/19/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 910)	423-3570-538.44-00		RENTALS AND LEASES	$ 3,260	$ 3,260	$ 2,350	$ 2,350
$ 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
($ 910)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 910	423-3570-581.91-01		TRANSFER TO GEN FUND 001	$ 0	$ 0	$ 910	$ 910
$ 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
$ 910	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to move the cost of the RICOH copier lease and additional fee budget to the Information Technology Division. The associated invoices will be paid by the IT division.
Agenda 17-461

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/14/17 *RESOLUTION #:* _____

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.

10/20/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.10.20 14:12:31 -04'00'	10/24/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.10.24 08:39:24 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
10/23/17 Everett J. Wegerif	11/6/17 Lora Howell Digitally signed by Lora Howell Date: 2017.11.06 14:03:31 -05'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/19/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 1,792)	421-4010-536.44-00		RENTALS AND LEASES	$ 1,792	$ 1,792	$ 0	$ 0
($ 1,704)	421-4020-536.44-00		RENTALS AND LEASES	$ 18,554	$ 18,554	$ 16,850	$ 12,050
($ 2,750)	421-4025-536.44-00		RENTALS AND LEASES	$ 7,750	$ 7,750	$ 5,000	$ 5,000
($ 2,100)	421-4120-536.44-00		RENTALS AND LEASES	$ 9,500	$ 9,500	$ 7,400	$ 7,400
($ 550)	421-4125-536.44-00		RENTALS AND LEASES	$ 1,550	$ 1,550	$ 1,000	$ 1,000
($ 125)	421-4125-536.52-00		OPERATING SUPPLIES	$ 25,865	$ 25,865	$ 25,740	$ 21,597
($ 9,021)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 9,021	421-4010-581.91-01		TRANSFER TO GEN FUND 001	$ 5,473,000	$ 5,612,018	$ 5,621,039	$ 162,039
$ 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
$ 9,021	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to move the cost of the RICOH copier lease and additional fee budget to the Information Technology Division. The associated invoices will be paid by the IT division.
Agenda 17-461

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/14/17 *RESOLUTION #:*

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.

10/20/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.10.20 14:13:32 -04'00')	11/3/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.11.03 13:39:37 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
11/3/17	Katherine Ennis (Digitally signed by Katherine Ennis)	11/6/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.11.06 14:04:03 -05'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 11/03/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 3,000)	421-4020-536.52-00		OPERATING SUPPLIES	$ 182,970	$ 192,970	$ 189,970	$ 108,999
($ 700)	421-4025-536.52-00		OPERATING SUPPLIES	$ 136,920	$ 136,920	$ 136,220	$ 111,744
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 3,700)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 3,700	421-4010-581.91-01		TRANSFER TO GEN FUND 001	$ 5,473,000	$ 5,621,039	$ 5,624,739	$ 165,739
$ 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
$ 3,700	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to move the cost of the RICOH copier lease and additional fee budget to the Information Technology Division. The associated invoices will be paid by the IT division.
Agenda 17-461

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* _____ *RESOLUTION #:* _____

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.

11/3/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.11.03 12:48:54 -04'00')	11/3/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.11.03 13:56:11 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
11/3/17	Katherine Ennis	11/6/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.11.06 14:07:02 -05'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	17-462	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	10/20/2017			**In control:**	City Council
On agenda:	11/14/2017			**Final action:**	
Title:	Approve Continuation of Work under Task Order 2017-81 with CH2M Hill Engineers, Inc. for SCADA System Surface Water Clearwell Automation, Project No. WS1117. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	T.O. 2017-81 SCADA computer system for Surface Water Clearwell at DWTP)				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 20, 2017
Agenda Date: November 14, 2017
Prepared By: Joyce Williams, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Continuation of Work under Task Order 2017-81 with CH2M Hill Engineers, Inc. for SCADA System Surface Water Clearwell Automation, Project No. WS1117

BACKGROUND:

The separation of the Groundwater Treatment Plant Clearwell from the Surface Water Treatment Plant was identified in the Capital Improvement Plan (CIP). Currently, both the groundwater plant and surface water plant share a common clearwell which limits the ability to segregate the waters in the event one of the plant does not meet finished water goals. It also limits the ability to control disinfection of the two plants. Dedicating each treatment process to a specific clearwell would add operation flexibility and allow the City to provide an alternate finished water quality that would accommodate other residual disinfection approaches.

The services to be rendered by CH2M through this task order include:

- Setup and maintaining the development system
- Control narrative refinement
- PLC SCADA automation code development
- HMI SCADA and Historian automation configuration
- In-house Automation Testing
- Field ORT2 and PAT Testing
- Automation Coordination Services

- Training

This scope of work includes configuration of the SCADA computer system that will control the new Surface Water Clearwell at the Dyal Water Treatment Plant. It also includes configuration of PLCs, HMI servers, Historian server, PLC process logic configuration, HMI graphic linking and object animation, alarm configuration and trending. Training and in-house testing is also included in this scope.

Staff reviewed and recommends continuation of work under T.O. 2017-81 with CH2M.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$55,779.65
Account Number	421-4020-536.63-00, WS1117
Account Name	Infrastructure
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

On May 9, 2017, City Council approved Task Order 2017-81 for SCADA System Surface Water Clearwell Automation.

RECOMMENDED MOTION:

To Approve Continuation of Work under Task Order 2017-81 with CH2M Hill Engineers, Inc. for SCADA System Surface Water Clearwell Automation, Project No. WS1117.

Task Order Request Form

Consulting Services for Water Supply, Treatment, T&D System

Name of CSA (Continuing Service Agreement)

City Bid Number: RFQ-08-27-COC **Vendor:** CH2M Engineers, Inc.

Dept./Division Name: Utilities/Dyal 4020 **Requestor:** David Fisher Digitally signed by David Fisher Date: 2017.04.19 14:42:21 -04'00' **Date:** 4/19/17

Project Number: WS1117 **Title:** Superintendent

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 #: T.O. 2017-81 **Dated:** 4/11/17 **Amount:** $ 129,178.00

☑ Quote Attached

Katherine Ennis Digitally signed by Katherine Ennis DN: dc=org, dc=cocoall, ou=Utilities, cn=Katherine Ennis, email=kennis@cocoall.org Date: 2017.04.25 13:23:16 -04'00'

Director's Signature

Scope of Services / Justification for Amendment

This scope includes configuration of the SCADA computer system that will control the new Surface Water Clearwell at the Dyal Water Treatment Plant. The new clearwell will add operational flexibility and allow the City to provide an alternate finished water quality that is not currently possible. This work includes configuration of PLCs, HMI servers, Historian server, PLC process logic configuration, HMI graphic linking and object animation, alarm configuration and trending. Training and in-house testing in also included in this scope.

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

Documentation for Good Faith Estimate Attached ☐ Yes ☑ No

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

Task Order: ☒ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2017-81

Council Approval Required: ☑ Yes ☐ No

Reason Disapproved:

Date: 4/25/17 **Signature:** Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2017.04.25 14:21:09 -04'00' **Title:** Purchasing Manager

Sonja Hamilton-Suarez

Date: 5/09/17 **Signature:** for: **Title:** City Manager

John A. Titkanich, Jr., AICP

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

City of Cocoa
Task Order 2017-81
SCADA Surface Water Clearwell Automation

Services proposed by CH2M Engineers, Inc. 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 including amendment #1 dated October 22, 2013.

Background

Separation of the Groundwater Treatment Plant clear well from the Surface Water Treatment Plant was identified in the Capital Improvement Plan (Technical Memorandum Task 6 - Water Treatment, Storage, and High Service Pumping Evaluation). Currently, both the groundwater plant and surface water plant share a common clearwell. This shared facility limits the ability to segregate the waters in the event one of the plants does not meet finished water goals and also limits the ability to control disinfection of the two plants. Dedicating each treatment process to a specific clear well would add operation flexibility and allow the City to provide an alternate finished water quality that would accommodate other residual disinfection approaches.

This scope of work describes the services to be rendered by CH2M including:

- Setup and maintaining the development system
- Control narrative refinement
- PLC SCADA automation code development
- HMI SCADA and Historian automation configuration
- In -House Automation Testing
- Field ORT2 and PAT Testing
- Automation Coordination Services
- Training

The work performed under this proposal will be at the Dyal WTP.

General

This scope of work includes configuration of PLCs, HMI servers, Historian server, PLC process logic configuration, HMI graphic linking and object animation, alarm configuration, trend configuration, HMI security configuration, driver configuration, system testing, training, and commissioning of a complete system for the unit process areas as defined in this scope.
The PMCS supplier brands are assumed to be Siemens S7 series for PLCs and Wonderware Archestra Version 2014 for HMI software.

Microsoft Windows Server 2008 R2 Enterprise Service Pack 1 for servers is assumed to be the PMCS operating system.

Unit Process Areas

The specific unit process areas identified below will be included in this scope of work. Only I/O that is currently wired to each Process Control Panel (PCP) and functional will be included. In some cases I/O exist for complete automatic control of the device and in other cases only monitoring /alarms.

Automation improvements will be based on the written control narratives as defined in final contract design drawings but will be limited to functions that will support the existing wired I/O points. If the I/O points needed for complete unit process automation are not currently wired, the application programming to support the missing I/O points will not be included in this scope.

Unit process areas included in this scope of work for PLC and HMI programming:

PCP8 – Surface Water Clearwell PLC

- Surface Water Clearwell AFD Transfer Pumps (3)
- Transfer Pump Discharge Valve (3)
- Clearwell Distribution Valve (3)
- Clearwell Influent Valve (1)
- Filter Reject Drain Valve (1)
- Clearwell Level Indication (2)
- Turbidity Indication (2)
- Valve Vault Sump alarm (1)

PCP9 – Electrical Building PLC

- GW Filter Washwater Drain Diversion Structure Gate (1)
- Reject Pond Valve (1)
- Power Fail (1)
- Reject Pond Level Indication (1)

Task 1 – Application Software Development

The PLC standards, HMI standards, I/O List, and the control system narratives previously developed with the City of Cocoa will be used as the basis of configuration with no modifications required for this scope of work. The narratives from the design final construction documents will be enhanced for use by the Application Programming team with detail required for development of the PLC and HMI software.

The City of Cocoa will provide information specific to the unit processes associated with this application programming project for existing instrumentation and controls which is needed by CH2M for software configuration but which is not available from CH2M files. Such information is expected to consist of alarm set points, high/low signal settings for interlocks and other functions, input process ranges and scales, existing controller tuning constants and such other process or equipment specific functional requirements needed for implementing software.

Task 1.1 Project Kickoff and Work Plan

A project kickoff meeting will be held at the City of Cocoa office. This task includes preparation of the initial project work plan, workshop agenda, attendance at the meeting by three senior staff members, and development of meeting minutes. The workshop will include a team charter session which will review the details of the scope of work, limits of supply, and assignment of team roles.

Deliverable: Meeting Minutes

Task 1.2 Development System

Task 1.2.1 Development System Support

The development system for application software development was provided by the City of Cocoa under a previous project. CH2M will continue to maintain the development system for our use in developing application software for this project. The existing SCADA development servers located at the CH2M offices will remain at CH2M throughout the remainder of software development. Hardware and software components to make a fully functional development system will be provided by the City.

As part of the development system, the City of Cocoa will continue to provide the current versions of Siemens TIA Portal programming software including one copy of master key disk for PLC programming. For HMI programming, City of Cocoa will continue to provide Wonderware Archestra licenses sufficient for each server, historian, which support programming from one location. The City will provide all other base software products as identified during configuration.

This effort consists of:

- Maintain application software for the PLC/HMI
- Receiving, installing, new development system equipment in the Orlando office for use as a development system
- Perform periodic backups on system to protect incremental work from being lost in the event of a failure.
- Maintain a list of hardware and software supplied to CH2M including serial numbers, and maintenance and repair history log, so that problems with hardware and software can be quickly traced and documented. Maintain records of software versions, revisions, and installation dates.
- Updating the development system HMI application when field changes are required.
- Installation of new software to support development.
- Updates to the base software package for Wonderware or Siemens are not included in this scope of work and will need to be provided as a T&M type task under a maintenance contract.

Deliverable: Hardware and Software Inventory

Task 1.3 - PLC Programming

PLC programming scope includes the automation for all plant processes as defined in the Unit Process Section of this SOW:

Task 1.3.1 Narrative Refinement Meeting

CH2M will host a meeting to review the current SCADA control system narratives with the City of Cocoa. The purpose of this meeting is to refine the narrative document with sufficient detail to allow PLC and HMI programming.

Deliverable: Meeting Minutes

Task 1.3.2 – Develop PLC Application Software

PLC logic and sequencing will be configured based on the latest version of the control system narrative document and the latest version of the I/O list at the time this contract is issued.

CH2M will:

- Identify location (e.g. HMI or specific PLC) for control and calculation functions.
- Configure PLC-to-PLC data communication
- Configure PLC – HMI data communications
- Define PLC programming formats and configuration blocks
- Assign objects to physical devices
- Configure PLC alarm management
- Configure PLC analog scaling
- Configure automation logic based on control narratives
- Define sequential logic and analog control requirements for special control strategies executed in the PLC
- Define virtual points required for HMI monitoring and control functions
- Generate object and PLC programs for each PLC
- Configure control strategies
- Develop the PLC functional software requirements and define analog control loop tuning parameters
- Configure PLC reporting and totalization calculations as defined in the control narratives
- Time synchronization to a city provided network domain controller for PLC and HMI servers time synchronization
- Document programs
- Define and implement transfer of data to HMI interface
- Spare or future equipment will not be configured

Deliverable:

- Two electronic file copies of annotated and documented PLC logic

Task 1.4 HMI Programming

HMI programming will be performed based on the existing approved draft graphics, control narratives, and I/O list.

Task 1.4.1 Draft HMI Graphics

Develop draft graphics that are in sufficient detail to depict the navigation, graphic layout, faceplate design, and HMI functions.

- Develop graphics and submit to the City for approval
- Graphic comment review meeting
- Develop final graphics based on comments provided

Task 1.4.1 Final HMI Graphics

The draft graphics that were developed in the previous task will be linked to the appropriate objects in the PLCs. In addition, specific information that is required to support the auto controls (sequences, setpoints, lead/lag selections) will be added.

- Develop graphic animation
- Link equipment displays to appropriate faceplates
- Develop new graphics to support automation controls and sequences
- Minor modifications to existing graphics are included to reflect the new process flow changes identified with this scope

Task 1.4.2 HMI Alarm Configuration

- Configure additional alarm parameters to support modifications

Task 1.4.3 Historical Data

Task 1.4.3.1 Historical Data Configuration

Historical data consists of data that is required for trending of analog values to analyze process performance.

CH2M will provide the following:

- Recommendations in the form of a list to the City of Cocoa as to which I/O points will be configured for the Cocoa historical data trending. The City of Cocoa will review the list and provide comments to CH2M. Appropriate comments will be incorporated into the historical collection list. It is anticipated that all analog I/O points, reporting calculated values, and selected digital points will be stored.
- Configure the Historical server to read the appropriate historical data
- Configure each users' profile to access the Historical data through the Historian client

HMI Task Deliverable:

- Two electronic file copies of the Galaxy Repository and HMI screen shots

Task 2 Testing and Field Services

PMCS system application software testing will consist of In-House software testing, field Operational Readiness Testing Part 2 (ORT2),and field Performance Acceptance Testing.

Prior to testing, CH2M will develop and submit to the City of Cocoa a test plan. The City of Cocoa will have two weeks to review the test plan. Upon receipt of the comments from the test plan, CH2M will revise the test plan to incorporate appropriate comments.

Task 2.1 In-House Software Testing

Task 2.1.1 Develop In-House Software Test Procedures

CH2M will develop a document to be used as a guideline for documenting and testing of the PLC and HMI application software. The document will be submitted to the City of Cocoa for review, and comments will be incorporated into the document. The In-House Factory Test Procedure document will be issued to the City of Cocoa as a deliverable, and the document will serve as the basis for testing of the PLC/HMI application software at CH2M's office.

Deliverable: In-House Factory Testing Forms

Task 2.1.2 In House Application Software Testing

One In-House application software test will be performed prior to loading software in the field. The purpose of the test is to demonstrate that the control system application software is complete and ready for installation at the plant site. The City of Cocoa will witness the In-House software test and provide comments of any software deficiencies for correction by CH2M. The criteria for acceptance of control system strategies is based upon the previously agreed upon control system narrative criteria and I/O documents. All items found deficient will be corrected and re-tested by CH2M.

To aid in the in-house application software testing, a simulation program file will be developed to provide appropriate limit switch feedback, equipment run status feedback, and appropriate analog data entry values.
Deliverable: In-House Factory Test Completion Form

Task 2.2 Field Operational Readiness Test Part 2

Task 2.2.1 Develop Operational Readiness Test Part 2 Procedures

CH2M will develop an Operational Readiness Test Part 2 (ORT2) procedure document to be used as a guideline for documenting and testing of the PLC and HMI application software in the field. This document will include I/O checkout sheets and detailed testing to prove the control system functions correctly in the local control mode with HMI remote monitoring display in the local mode and remote manual control functionality. The document will be submitted to the City of Cocoa for review, and comments will be incorporated into the document. The Operational Readiness Testing document will serve as the basis for testing of the PLC/HMI in the field.
Deliverable: Operational Readiness Test Procedures

Task 2.2.2 Operational Readiness Testing (ORT)

ORT1 - Prior to loading software at the plant site, the construction contractor PICS integrator will complete the following tests; calibration of instruments, installation of all PLCs/HMI and remote I/O, communication verification of all PLCs/HMI and remote I/O, I/O checkout (including verification of instrument scaling) from the field device to the PLC, and local field testing of all equipment in the local manual mode. Services associated with ORT1 are not included in this scope of work.

ORT2 - The purpose of this testing is to confirm that the control system including application software is ready for operation in local mode with remote monitoring and in remote manual control from the HMI system. The construction contractor PICS integrator will perform and complete ORT1 prior to start of ORT2. The ORT2 testing will be managed by the construction contractor, and will require participation by the City of Cocoa. In a combined effort between the construction contractor and the Application Programming team, verify that the I/O assignment is correct by performing a complete I/O checkout from the field device to the PLC and to the HMI displays. Verify analog scaling is correct, all modes of local and remote manual operation function correctly, and verify the passing of data between all PLCs and HMI. During this testing, each part of the control system will be operated with live process (where appropriate and practical) to verify correct functionality. The City of Cocoa is encouraged along

with the Application Programming team to signoff each test completed. Any items found deficient will be corrected, re-tested, and verified.

The construction contractor PICS integrator will provide coordination with the City of Cocoa for the timing of the installation, configuration, and testing all LAN/WAN connected components for this project which will be performed by the City.
Deliverable: ORT2 Test Completion Form

Task 2.3 Field Performance Acceptance Testing (PAT)

Task 2.3.1 Develop Performance Acceptance Testing (PAT) Procedures

CH2M will develop a document to be used as a guideline for documenting and testing software, graphic displays, and remote automatic control functions that satisfy requirements of this scope of work. This document will be submitted to the City of Cocoa for review, and comments will be incorporated into the document. The document will serve as the basis for the performance acceptance testing protocol.
Deliverable: Performance Acceptance Testing Procedure

Task 2.3.2 Performance Acceptance Testing

CH2M will perform a witnessed performance acceptance test (PAT) at the plant site with the City of Cocoa staff to verify remote automatic control functions satisfy the requirements of this scope of work. Testing for the remote automatic control functions will be based upon the current approved control system narrative document and Input/Output (I/O) list. Each unit process area will be tested on a loop by loop basis to verify correct remote automatic functions. This test is similar to the remote auto testing that was performed in the in-house software test, but is based on the field inputs and outputs and not simulation.

The City of Cocoa and the startup team shall witness the Performance Acceptance Test. Completion of the Performance Acceptance Test provides acknowledgement that the application programming is complete and satisfies the requirements of the scope of work.
Deliverable: Witnessed PAT acceptance test results with final signoff

Task 3 Documentation

Task 3.1 Narrative, I/O List, and PLC/HMI Standards Document Update

CH2M will provide a one update to the narrative document and I/O list associated with this scope of work at the completion of the PAT testing.
Deliverable:

- One electronic file copy of the control system narratives utilized for software development
- Updated I/O list (Electronic Media - Excel format)

Task 4 Training

CH2M provided training will be conducted in the CH2M office.

Training provided by CH2M will focus on the specific application programming software configuration and its use. It is assumed that the PMCS staff engineers will obtain product specific training direct from the software manufacturer prior to the CH2M application specific training.

The following CH2M training will be provided.

* Plant Operations Simulation Training - Provide up to one 4 hour day of hands-on training on the development system at CH2M's office for up to five operation staff at each session. After the in-house software testing is complete, the actual final application software will be used with selected simulation to help familiarize the operator with the HMI graphic package and interrelationship of various process controls.

* Operation Staff Training - Training will be repeated to cover a second shift, for a total of up to two-half day training sessions during one site trip for up to seven operation staff per session. Content will include classroom training on the HMI system operation and process control functions for operator staff. HMI system operation training will focus on general HMI graphic functionality and navigation. Process control training will be included as part of this training with a focus on implementation of control narratives, trending setup, and operator control functionality.

Deliverable: Training documentation (electronic on CD and 15 hard copies of each)

Task 5 Coordination Services

CH2M will provide services to coordinate implementation of the application programming, in-house testing, and startup coordination of application programming with City of Cocoa operations, and the startup construction team.

Task 5.1 – Coordination Meetings

During software development, host one half day monthly coordination meeting with City personnel will be held at CH2M's office to review project schedule, PLC software development, and HMI graphic screen development. During these meetings the City will have the opportunity to monitor and comment on the progress of the application programming.

Attend up to 3 coordination meetings with the construction team prior to startup.

Attend weekly site startup meetings during the ORT2 and PAT phases of work.

Task 5.2 – Senior Quality Control

Provide for quality assurance input by CH2M senior staff during application programming development and provide for quality control review by CH2M's senior staff of work in progress and major deliverables.

Task 6 Enhancements and Troubleshooting

CH2M will provide an allocation of up to $8,000 for SCADA services. These services will be on a time and material basis per the attached City of Cocoa rate table. Services will be identified by the City and approved for execution prior to work starting. Services under this task include system enhancements, logic changes from the approved narratives, additional testing as

requested by the City, troubleshooting SCADA type problems, other SCADA support, additional meetings, additional training, or purchasing of control system software and hardware.

Schedule

This proposal will cover services and activities to be delivered through September 30, 2017. A detailed project work plan will be developed in conjunction with the City of Cocoa's scheduling requirements. CH2M will commence work within 1 week of receiving a written notice to proceed with the project.

Application programming is based upon the schedule and duration of construction anticipated at the time that these services are contracted. Deviations from the anticipated schedule or duration of construction will materially affect the scope of this contract and CH2M's compensation for the application programming, and will require an adjustment to CH2M's compensation.

Compensation

This task order includes both a firm fixed billing method and a time and materials billing method. The task order total fee is $129,178.

The total fee for the firm fixed price section for this task order for labor and expenses is $121,178 as shown in Compensation Table below. The total fee for the time and material section for this task order for labor and expenses is $8,000 as shown in Compensation Table below.

For the firm fixed price work, CH2M will provide the City of Cocoa a monthly invoice based upon the schedule of values as detailed in the Compensation Table below, along with a summary of activities performed under this contract. An estimated earned value (percent complete) for each project sub task will be the basis for progress payments.

For the time and material work, CH2M will invoice based on actual hours worked and expenses incurred with no markup on expenses or travel. Subcontracts and material procurement will be invoiced at actual cost, plus 10% markup on actual cost, plus applicable taxes and freight charges.

The Consultant's rates will be billed in accordance with rates defined in Attachment A. This proposal is effective for 90 days.

Task	Hours	Labor	Travel	Subtotal
Task 1 - Application Software Development	314	$52,550	$218	$52,769
Task 2 - Testing and Field Services	236	$38,014	$2,502	$40,516
Task 3 - Documentation	74	$12,428	$0	$12,428
Task 4 - Training	40	$6,541	$957	$7,498
Task 5 - Coordination Services	40	$7,967	$0	$7,967
Subtotal for FFP	**704**	**$117,500**	**$3,677**	**$121,178**

Task 6 - Enhancements (T&M)	44	$7,249	$751	$8,000
Grand Total	**748**	**$124,749**	**$4,428**	**$129,178**

Assumptions

- Any special or custom software drivers required will be provided by the City of Cocoa with the equipment (such as power monitoring devices, VFD interface drivers, etc.). This scope does not include development of custom drivers or procurement of base software products.
- CH2M will allot sufficient time for the City of Cocoa staff to review work at formal review points and the City of Cocoa will provide written acceptance of work or notification for correction. A maximum of 14 calendar days after receipt will be allowed for the City of Cocoa response or work will be considered acceptable as submitted.
- Testing durations for ORT2 and PAT for each unit process area are budgeted at 4 working days for ORT2 and 4 working days for PAT. Longer testing durations, re-testing, or additional contractor defined startup support will require additional funding.
- Network configuration services such as loading City network software, configuring switches, and troubleshooting network problems related to the City network are provided by the City staff. City of Cocoa will install all required network software including virus software, configure the City network switches, and provide troubleshooting assistance for all City network related problems.
- Field wiring, design, and construction type activities are not included with this scope of supply.
- Development of reports and updates to the reporting database are not included in this scope of work.
- Updates to the base HMI software and PLC firmware and not included in this scope of work.

Acceptance

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

Approved for the City of Cocoa

By: _____

Title: City Manager

Date: 05/09/17

Accepted for CH2M Hill Engineers, Inc.

By: _____

Title: Vice President

Date: April 11, 2017

Attachment A
CH2M HILL 2017 Per Diem Schedule

Classification	Description	2017 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 were negotiated rates for Year 2012. However, these rates will be held firm for use on this task order.

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.

Legislation Details (With Text)

File #:	17-463	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	10/23/2017			**In control:**	City Council
On agenda:	11/14/2017			**Final action:**	
Title:	Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of a Lime Slaker from Integrity Municipal Systems (IMS), Poway, California, and the Installation of the Slaker by Water Treatment and Controls, Pensacola, Florida. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Sole Source Resolution Quote SS Letter				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 23, 2017
Agenda Date: November 14, 2017
Prepared By: Joyce Williams, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of a Lime Slaker from Integrity Municipal Systems (IMS), Poway, California, and the Installation of the Slaker by Water Treatment and Controls, Pensacola, Florida

BACKGROUND:

On April 12, 2016, City Council approved the sole source purchase and installation of a lime slaker by Water Treatment and Controls, Pensacola Florida. As Water Treatment and Controls represents IMS, the company that manufactures the lime slaker, the sole source approval was inadvertently given to them for the purchase of the lime slaker.

To allow for an owner direct purchase of the equipment and provide transparency, it is necessary to purchase the slaker directly from IMS at a cost of $175,000 through previous sole source approval.

Staff recommends the purchase of the lime slaker from IMS and installation from Water Treatment and Controls.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$175,000.00
Account Number	421-4020-536.46-00
Account Name	Repair and Maintenance
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

On April 12, 2016, City Council approved a resolution for a sole source purchase of replacement and installation services of one lime slaker by Water Treatment and Controls, Pensacola, Florida, and approved a resolution amending the FY2016.

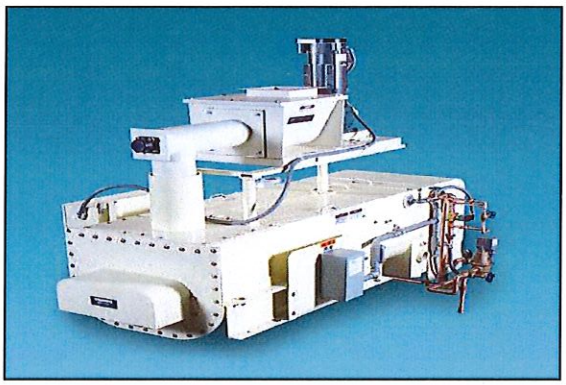
RECOMMENDED MOTION:

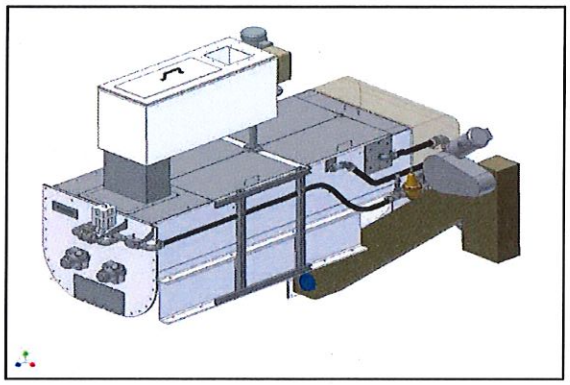
To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of a Lime Slaker from Integrity Municipal Systems (IMS), Poway, California, and the Installation of the Slaker by Water Treatment and Controls, Pensacola, Florida.

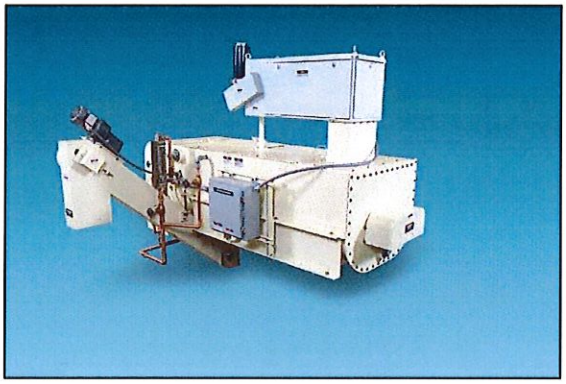
Integrity
MUNICIPAL SYSTEMS

COST PROPOSAL

LIME SLAKING SYSTEM
FOR
CITY OF COCOA II, FL







IMS File No.: D17-013

Prepared on: July 17, 2017

SALES CONTACT

Ms. Jessica Stevens
Water Treatment & Controls Co.
9900A N. Palafox St.
Pensacola, FL 32534
Phone: (850) 474-1805
Fax: (850) 474-1776
Email: jstevens@watertc.com

Integrity
MUNICIPAL SYSTEMS

TABLE OF CONTENTS

Cover Letter
Equipment Selection Sheet

Section 1: Commercial Proposal and Order
Section 2: General Arrangement Selection, Drawings, and Brochures

IMPORTANT NOTICE: All the information in this Proposal is confidential and has been prepared for Buyer's use solely in considering the purchase of the Equipment described. Transmission of all or any part of this Proposal to others or use by Buyer for other purposes is unauthorized without Seller's advance written consent.

13135 DANIELSON STREET, SUITE 204 POWAY, CA 92064 PHONE: (858) 486-1620 FAX: (858) 486-1659 WWW.INTEGRITYMS.NET

Integrity
MUNICIPAL SYSTEMS

July 17, 2017

Mr. William "Troy" Howell
Chief Operator
351 Shearer Blvd., Cocoa, FL 32922
(321) 635-7772 Office
(321) 794-6426 Cell
Thowell@cocoafl.org
Fax: (321) 635-7792

RE: City of Cocoa II, FL
Lime Slaking System

Dear Troy,

Thank you for your interest in Integrity Municipal Systems, LLC (IMS).

Per your request, we have prepared this cost proposal for providing one (1) Lime Slaking System for City of Cocoa II, FL. Our proposal is based on the following design criteria:

Design Criteria

Quicklime Feed Rate, lb/hr	4,000
Slaker Maximum Capacity, lb/hr	4,000
Maximum Output Lime Slurry Concentration, %	18%

Our lime slaking system is a packaged system. It consists of a lime feeder, lime slaker, grit remover, piping, valves, instrumentation and controls to make a complete and functional system.

The IMS A-758 Lime Slaker System incorporates many features and advantages, including:

- Economical, consistent and reliable on-site slaking
- Proven track record with 40 years of experience
- Easy to install
- Tested at the factory
- Robust construction
- Superior paste slaking process (2:1 water to lime ratio)
- Faster slaking (5 minutes)
- More reactive lime slurry
- Compact size
- External heat source not required
- Saves water, heat and power
- Completely automatic system
- Flexible configurations
- Flexible controls

Integrity
MUNICIPAL SYSTEMS

We have attached our commercial proposal in Section 1 and equipment drawings and brochures in Section 2.

We look forward to working with you on this project. If we can be of any further assistance, please do not hesitate to contact our sales representative, Jessica Stevens at WTC, or call me directly at (858) 248-7834.

Thank you.

Sincerely,

Khaled Roueiheb
Director of Sales

Integrity
MUNICIPAL SYSTEMS

EQUIPMENT SELECTION SHEET

FEEDER ACCESSORIES

☐ Inlet Rotary Valve ☐ Rotary Valve Adapter ☒ Inlet Flexible Connector

FEEDER

☒ Volumetric Screw (32-300SP) ☐ Volumetric Belt (32-215) ☐ Gravimetric Belt (31-165)

Feeder Material of Construction

☐ Carbon Steel ☒ 304SS ☐ 316SS

☒ Unpainted ☐ Painted

SLAKER MAXIMUM CAPACITY

☐ 500 lb/hr ☐ 1,000 lb/hr ☐ 2,000 lb/hr ☒ 4,000 lb/hr ☐ 8,000 lb/hr

Slaker Material of Construction

☐ Carbon Steel ☒ 304SS ☐ 316SS

☒ Unpainted ☐ Painted

GRIT REMOVER

☒ Conveyor ☐ Screen ☐ Screen w/ Booster Pump (High Concentration Slurry)

Grit Remover Material of Construction

☐ Carbon Steel ☒ 304SS ☐ 316SS

☒ Unpainted ☐ Painted

WATER SUPPLY OPTIONS

Water Valve:	☒ Mechanical	☐ Electronic
Water Piping Selection:	☒ Slaker-Mounted Piping	☐ Water Panel
Water Piping Material:	☒ Copper	☐ PVC
Water Panel Location (If Applicable):	☐ Unit-Mounted ☐ Local Freestanding	☐ Remote

POWER SUPPLY

☒ 480V/3ph/60Hz ☐ 230V/3ph/60Hz ☐ 120V/1ph/60Hz ☐ 230V/1ph/60Hz

CONTROL PANEL

☐ Mounted on Slaker ☒ Remote-Mounted

☒ Relay Logic Based ☐ PLC Based

Integrity
MUNICIPAL SYSTEMS

SECTION 1

COMMERCIAL PROPOSAL

Proposal D17-013

Date: July 17, 2017

ORDER

The undersigned authorized representative of the below named purchaser ("Buyer") hereby orders the Equipment described in the accompanying Seller's Documentation on the terms and conditions specified therein.

Buyer: _____

Signed by:_____

Print Name: _____

Print Title: _____

All orders are subject to prior acceptance by Integrity Municipal Systems, LLC at its offices in Poway, CA.

Integrity
MUNICIPAL SYSTEMS

SCOPE OF WORK BY INTEGRITY MUNICIPAL SYSTEMS, LLC ("SELLER")

The following equipment and services are included in Seller's scope of work. All equipment will be manufactured in accordance with Seller's standard equipment specifications and installed in a non-hazardous area. Please see attached equipment general arrangement drawing for illustration and reference.

No.	Item Description	Qty.
1.	**Inlet Flexible Connection, Canvas**	1
2.	**Series 32-300SP Volumetric Screw Feeder – 4,000 PPH Capacity** including:	1
	a) Unpainted 304SS Housing Construction	
	b) 1/2 HP AC Motor – 230/460 V, 3 ph, 60 Hz	
	c) ABB ACS355 VFD (In Control Panel)	
	d) 3" Feed Screw, Feed Tube, Trough Cover, Stand & Mounting Hardware	
	e) Feeder Support Posts and Discharge Connection	
	f) Feeder Hopper Access Door	
3.	**Series A-758 Lime Paste Slaker, 4,000 PPH Capacity**, including:	1
	a) Unpainted 304SS Trough	
	b) 1-1/2 HP Paddle Shaft Motor – 230/460V, 3 ph, 60 Hz	
	c) Mechanical Torque Operated Water Valve	
	d) Vapor & Dust Arrestor	
	e) Water Supply Piping (Copper) (IMS Standard)	
	f) Water Pressure Reducing Valve, Water Strainer, Pressure Gauge, Water Low Pressure Switch	
	g) Solenoid Valve for Auto Batching	
	h) Temperature Probe with Analog Output	
	i) Slaker delivers up to 18% Lime Slurry Concentration	
	j) Unit is shipped pre-Wired/pre-Piped, Assembled and Tested at the Factory	
4.	**Conveyor Type Grit Remover for 4,000 PPH Capacity**, including:	1
	a) Unpainted 304SS Housing Construction	
	b) 1/4 HP Grit Remover Motor – 230/460V, 3 ph, 60 Hz, TENV & Gearbox	
	c) Grit Remover Attachments, Grit Remover Rotameter, Parts and Piping for 18% Lime Slurry Concentration	
	d) Grit Remover Support	
5.	**Standard Control Panel for Slaker, Grit Remover & Feeder**, including:	1
	a) NEMA 4X Enclosure – 304SS (Remote-Mounted)	
	b) Relay Logic Controls, Auto-Batching	
	c) Feed-Rate Control & Readout Meter, Switches, Lights, Disconnect Switch	
	d) Temperature Readout Meter	
	e) Control Circuit Transformer for 460V, 3 ph, 60Hz Power Input	
	f) Conduit and Parts for Grit Remover, Junction Box, Feeder	

g) Audible Alarm Mounted To Control Panel
h) 4-20 mA Control of Feeder

6.	**Junction Box for Remote Mounting of Control Panel- 304SS**	1
7.	**Manufacturer's Services for Installation Inspection, System Start-Up and Operator Training (3 Days at the Jobsite)**	Included
8.	**Design Submittal and Operation and Maintenance Manuals**	Included
9.	**F.O.B Factory with Full Freight Allowed to Jobsite, City of Cocoa, FL**	Included
	EQUIPMENT PRICE [ITEMS 1-9]	**$175,000**

SCOPE OF WORK BY BUYER

1. Equipment unloading and installation
2. All civil works and concrete pad for equipment including anchor bolts supply
3. Electrical power to slaker control panel (480V/3 ph/60Hz)
4. All overflow drain piping from slaker to plant drain
5. Remote installation of control panel and interconnecting wiring from remote-mounted control panel to junction box, etc.
6. All electrical conduit, wiring, electrical material, etc. from control panel to plant SCADA, etc.
7. Process signal and wiring from process for feeder operation
8. Quicklime supply equipment to feeder inlet
9. Vent piping from vapor & dust arrestor connection onwards (4")
10. Lime slurry discharge piping from slaker connection to process (3")
11. 1 ½" water supply piping to water connection- **55 gpm at 75 psi**
12. Room ventilation, air conditioning, or lighting
13. Any items not explicitly listed under Integrity Municipal Systems, LLC's scope of work

SHIPPING INFORMATION

Estimated Shipping Weight: 3,620 lbs.

FIELD SERVICES

Should additional services be required for work beyond Seller's Scope of Work, Buyer may purchase such services from Seller at a standard rate of $1,500 per eight (8) hour day, plus expenses.

WARRANTY TERM

The Warranty Period is one (1) year from Equipment acceptance or 18 months from shipment, whichever occurs first, and is subject to the Standard Terms of Sale included with this Proposal.

TAXES

Seller's Proposal does not include any sales, use, federal, state, local, excise, or other similar taxes or duties unless expressly stated in this quotation. All applicable taxes shall be paid by Buyer. Upon acceptance of an

order by Seller, Buyer shall provide a resale certificate or tax exemption certificate, whichever is applicable, to Seller.

PAYMENT TERMS

Subject to prior credit approval, the terms of payment are:

20% upon submittal approval, Net 30 days
78.5% upon equipment delivery, Net 30 days
1.5% upon system start-up, or 120 days after shipment, whichever occurs first

PROPOSAL VALIDITY

Seller's Cost Proposal dated July 17, 2017 is valid until December 29, 2017. The stated price is predicated on shipment no later than December 28, 2018. In the event Buyer desires to extend the delivery date or the Warranty Period beyond the time period set forth in this Proposal, Seller can offer extended terms for an additional charge which will be provided upon request.

SCHEDULE

As part of any binding Agreement that results from this proposal, Seller and Buyer shall mutually agree upon a production and delivery schedule (not to exceed the outside delivery date stated above). Our normal lead time for this type of equipment is:

Design Submittal:	4 weeks after receipt of a fully executed purchase order
Equipment Shipment:	14 weeks after seller's written receipt of submittal approval and release for fabrication

TERMS & CONDITIONS

NOTE: The Terms of Sale, attached to this Proposal and incorporated herein by this reference, will apply to any order resulting from this Proposal and are factored into the purchase price set forth in this Proposal. The terms and conditions are as agreed with the City of Cocoa for PO# 68591dated 08/04/16 and executed on 09/06/16.

TERMS AND CONDITIONS

AGREEMENT: Except as provided in Paragraph 22 below, this purchase order, including ıese terms, conditions, the referenced bid package, and the specifications hereto, constitute the ɔle and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase rder"). Seller's acceptance of this Agreement is limited to the terms and conditions hereof ıd written confirmation, commencing performance, or making deliveries hereunder ɔnstitutes such acceptance, notwithstanding Seller's proposal or terms additional to or ifferent from those set forth in this Agreement. The Seller's quotation is incorporated in and ıade a part of this Agreement only to the extent of specifying the nature and description of the ɔods and services ordered and then only to the extent that such items are consistent with the ther terms of this Agreement. No course of prior dealings between the parties and no usage of ıe trade shall be relevant to supplement or explain any of the terms or conditions hereof. The uyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").

TIME IS OF THE ESSENCE: Failure to perform services or deliver goods of the quality ıd quantity and within the time limit(s) specified by this Purchase Order shall, at the option of ıe City, relieve it of any obligation to accept and pay for such goods or services, including any ndelivered shipments of goods. Upon failure to deliver as specified, the City may buy like ɔods or services elsewhere and charge the Seller with any increased cost or other loss incurred ıereon, pursuant to applicable law, unless defective shipment of goods, or performance of ɛfective services, as applicable, is agreed to by the City in writing. Any failure by the City to ‹ercise its option with respect to any shipment of goods or performance of services shall not ɛ deemed to constitute a waiver with respect to subsequent shipments of goods or performance f services. This provision is not in lieu of, and the City does not waive any remedies provided y law.

WARRANTY: With respect to services, Seller warrants unto the City that Seller has the ɔmpetence and abilities to complete the services set forth herein. Seller will perform the ɛrvices with due and reasonable diligence consistent with sound professional practices. With ɛspect to goods, Seller warrants to City (a) that during the period that ends18 months from ıipment or one year from acceptance, whichever occurs first (the "Warranty Period"), the ɔods shall materially conform to the specifications set forth in Seller's Documentation and ıall be free from defects in material and workmanship. If Buyer gives Seller prompt written ɔtice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and ɛ Buyer's sole and exclusive remedy, repair or replace the Goods or any non-conforming arts thereof. If Seller determines that any claimed breach is not, in fact, covered by this ɛarranty, Buyer shall pay Seller's then customary charges for any repair or replacement made ɣ Seller. The warranty on repaired or replaced Goods or parts is limited to the remainder of ıe Warranty Period. The foregoing warranty shall not apply to any Goods or part thereof (x) ıat is (a) not operated and maintained in accordance with Seller's instructions, (b) damaged as result of any unauthorized repairs or alterations, (c) damaged by chemical action or abrasive ıaterial, misuse, (d) damaged by improper installation (unless installed by Seller), and (y) if uyer is in default of any payment obligation to Seller under this Agreement. Seller's ɛarranty does not cover any consumables used in the Equipment, regardless of whether such ɔnsumables were supplied by Seller; ~~that the goods shall be of the quality specified or of the st grade of their respective kinds if no quality is specified, shall conform to the ɔecifications, drawings, samples and other descriptions contained herein, and to ɔpresentations made by Seller or its representatives; be fit for City's particular purpose;~~ and ɔ) that at the time the goods are accepted by the City, the goods shall have been produced, ɔld, delivered, and furnished in compliance with all applicable Federal and State laws, ıcluding but not limited to the Consumer Product Safety Act, the Federal Occupational Safety ıd Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable ıunicipal ordinances, regulations, rules, labor agreements, and working conditions to which ıe goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of ‹hatever nature whether rightful or otherwise of any person, corporation, partnership or ɜssociation. THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S ›OLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO "LIMITATION ›F LIABILITY" SECTION BELOW. SELLER MAKES NO OTHER ⱳARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ⱳITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR ITNESS FOR PURPOSE.

. **MODIFICATIONS**: Except as provided in Paragraph 22, this Agreement can be modified r rescinded only in writing and if signed by both parties, or their duly authorized agents.

. **WAIVER**: The failure of the City to enforce any provision of this Agreement or exercise ıy right or privilege granted to the City hereunder shall not constitute or be construed as a ‹aiver of any such provision or right and the same shall continue in full force.

. **CITY OPTIONS**: City reserves the right to change specifications and delivery dates. Any ifference in price required by such changes shall be equitably adjusted and the Agreement ıall be modified in writing accordingly. City further reserves the right to terminate all or part f the work to be performed pursuant to this Agreement. In such event, City shall be liable ıly for materials or work done within the authorization of this Agreement. In no event shall ity be liable for incidental or consequential damages by reason of such termination.

INDEMNIFICATION: Seller agrees to protect, indemnify, save and hold harmless City, its ected and appointed officials, officers, attorneys, and employees, from and against all losses, ɔsts and expenses and from and against all claims, demands, suits and actions for damages, ısses, costs, attorneys fees, expenses and from and against all liability awards, judgements, and ɛcrees of whatsoever nature for any and all damages to property of the City (other than the ɔods provided by Seller hereunder) or others of whatsoever nature and for any and all injury ɔ any person (including death) to the extent arising out of or resulting from negligence of eller, ~~breach of this Purchase Order in the performance of services or the manufacture of ɔods, from any defect in materials or workmanship, from the failure of the goods to perform ɔ its full capacity as specified in the Purchase Order, specifications of other data, or from the reach of any express or implied warranty~~.

8. **PATENT INDEMNIFICATION**: Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. **INSPECTION**: City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any unshipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may be entitled; notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.

10. **TAXES**: The City government is a non-profit operation and not subject to tax.

11. **CONTINGENCIES**: Performance of any obligation under this Agreement may be suspended by either party without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. **PRICE PROTECTION**: Seller warranties that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. **PACKAGING AND CARTAGE**: No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to insure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

14. **HAZARD**: Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

15. **QUANTITY**: The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. **ASSIGNMENT**: No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. **CHOICE OF LAW; VENUE**: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. **PUBLIC RECORDS; RIGHT TO AUDIT RECORDS**: Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

19. **FISCAL YEAR FUNDING APPROPRIATION**: (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

0. **FAILURE TO EXECUTE PURCHASE ORDER**: Failure of the successful bidder to :cept the Purchase Order as specified may be cause for cancellation of the award. In the event ıat the order is cancelled, the award may then be made to the second lowest responsive and :sponsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were ıe original party to whom the bid award was made, or all bids may be rejected and made void y the City.

1. **INDEPENDENT CONTRACTOR.** The Seller shall perform the obligations of this urchase Order as an independent contractor and under no circumstances shall it be considered ; agent or employee of the City.

2. **OTHER RELATED AGREEMENTS.** In conjunction with, or prior to issuing this urchase Order, the City may require the Seller to execute a full written agreement that is ɔproved by the City Manager or City Council and executed by the City Manager or Mayor 'Master Agreement"). The Master Agreement shall take precedence over the terms and ɔnditions set forth in this Purchase Order to the extent there are any conflicting terms and ɔnditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed ıpplemental to each other.

3. **SOVEREIGN IMMUNITY.** Nothing contained in this Purchase Order shall be construed ; a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or ther limitations imposed on the City's potential liability under state or federal law. The rovisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's ability shall be deemed incorporated herein by this reference.

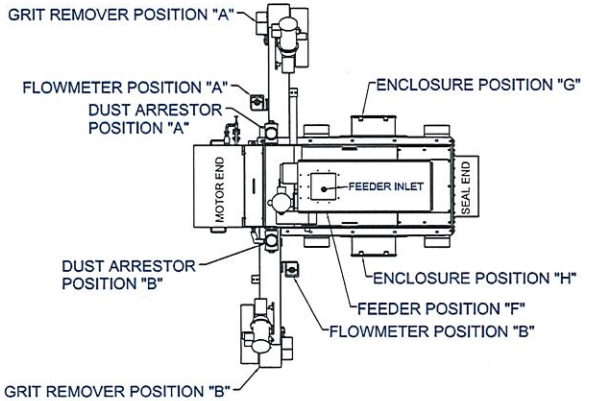
4. **INSURANCE.** If this Purchase Order requires the Seller to perform services on the City's remises or at any place where the City conducts operations, or requires the Seller to perform rofessional consulting services, the Seller shall request insurance coverage requirements from ıe City's Purchasing Manager. In circumstances where insurance is required by the City, eller shall provide proof of insurance or insurance certificates with the City listed as an ıdditional named insured prior to performing under this Purchase Order. Noncompliance with ıis Paragraph shall place the Seller in default and subject this Purchase Order to immediate ıncellation.

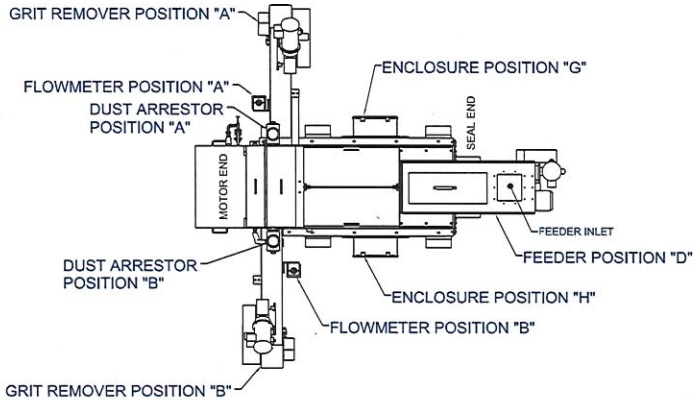
5. **LIMITATION OF LIABILITY:** NOTWITHSTANDING ANYTHING ELSE TO HE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY :ONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT)AMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM HE SALE OR USE OF THE EQUIPMENT OR PARTS SHALL NOT EXCEED HE PURCHASE PRICE PAID UNDER THIS AGREEMENT. THESE IMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, ORT, STRICT LIABILITY, OR ANY OTHER THEORY. The foregoing limitations ıd exclusions shall not apply to any claims for which seller is responsible pursuant to Indemnification" article 7. Above.

Integrity
MUNICIPAL SYSTEMS

SECTION 2

GENERAL ARRANGEMENT SELECTION, DRAWINGS, AND BROCHURES

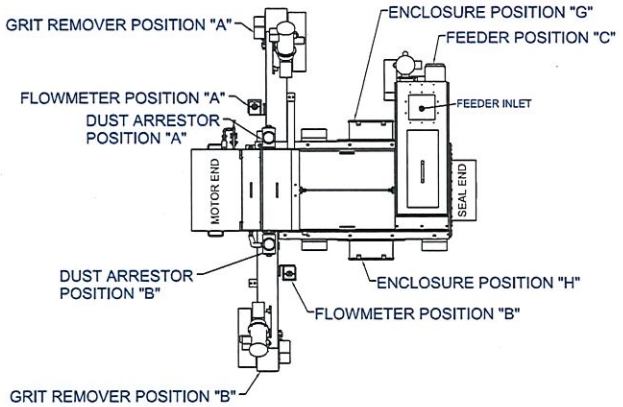


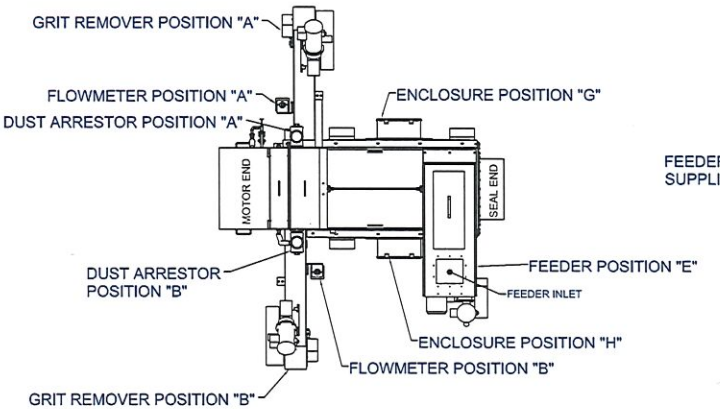


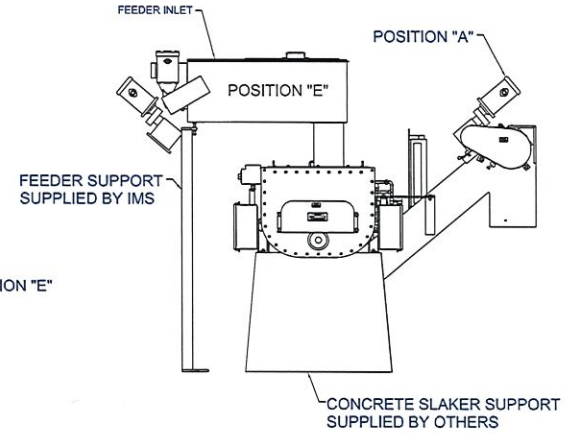
SLAKER SYSTEM COMPONENTS LOCATION GUIDELINES				
FEEDER LOCATION		C		
		D		
		E		
		F		
CONVEYOR GRIT REMOVER LOCATION	OPTION (#1)	A		
	DUST ARRESTOR	B		STANDARD
	WATER FLOW METER	A		STANDARD
CONVEYOR GRIT REMOVER LOCATION	OPTION (#2)	B		
	DUST ARRESTOR	A		STANDARD
	WATER FLOW METER	B		STANDARD
JUNCTION BOX LOCATION		G		
		H		

CUSTOMER TO SELECT:

- FEEDER
- CONVEYOR GRIT REMOVER &
- JUNCTION BOX LOCATION







THIRD ANGLE PROJECTION

ALL WELD SYMBOL DIMENSIONS ARE MINIMUM.
DIMENSIONS IN [mm] ARE MILLIMETERS.
DO NOT SCALE

DRAWN PER ASME Y14.5M
UNLESS OTHERISE SPECIFIED
ALL DIMENSIONS ARE INCHES
AND TOLERANCES TO BE AS FOLLOWS.

FABRICATION	MACHINE
.XX +/- .06	.XXX +/-.005
.X +/- .13	.XX +/-.01
[X +/- .25]	.X +/- .03
[X +/- .5	[X +/- .05]

Company Confidential

STD: BORDER-11X17MI

BAR = 1" AT PLOT SCALE

REV	DESCRIPTION	DATE	DWN	CHKD	APVD	ECN
00	RELEASE FOR SALES USE	6/24/13	KAL			

Rev. 00

COMPANY CONFIDENTIAL
THIS DOCUMENT AND ALL INFORMATION CONTAINED HEREIN AND THE PROPERTY OF INTEGRITY MUNICIPAL SYSTEMS AND ITS AFFILIATES. THE DESIGN CONCEPTS AND INFORMATION CONTAINED HEREIN ARE PROPRIETARY TO INTEGRITY MUNICIPAL SERVICES AND ARE SUBMITTED IN CONFIDENCE. THEY ARE NOT TRANSFERABLE AND MUST BE USED ONLY FOR THE PURPOSE FOR WHICH THE DOCUMENT IS EXPRESSLY LOANED. THEY MUST NOT BE DISCLOSED, REPRODUCED, LOANED OR USED IN ANY OTHER MANNER WITHOUT THE EXPRESS WRITTEN CONSENT OF INTEGRITY MUNICIPAL SERVICES. IN NO EVENT SHALL THEY BE USED IN ANY MANNER DETRIMENTAL TO THE INTEREST OF INTEGRITY MUNICIPAL SERVICES. ALL PATENT RIGHTS ARE RESERVED UPON ITS DEMAND BY INTEGRITY MUNICIPAL SERVICES, THIS DOCUMENT AND ALL COPIES THEREOF, INCLUDING ALL NOTES AND ANALYSES, MUST BE RETURNED TO INTEGRITY MUNICIPAL SERVICES OR DESTROYED, AS INSTRUCTED BY INTEGRITY MUNICIPAL SERVICES. ACCEPTANCE OF THE DELIVERY OF THIS DOCUMENT CONSTITUTES AGREEMENT TO THESE TERMS AND CONDITIONS.

	DESIGNER	DATE
	KAL	6/12/2013
	CHECKER	DATE
		6/24/2013
	ENGINEER	DATE
	KAL	6/24/2013
	MANAGER	DATE
		6/24/2013
	FILE:	
	SCALE: NONE	

TITLE: STANDARD GENERAL ARRANGEMENT SELECTION

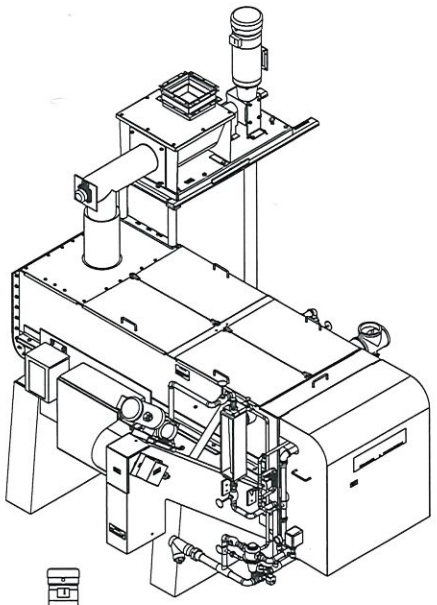
CLIENT:

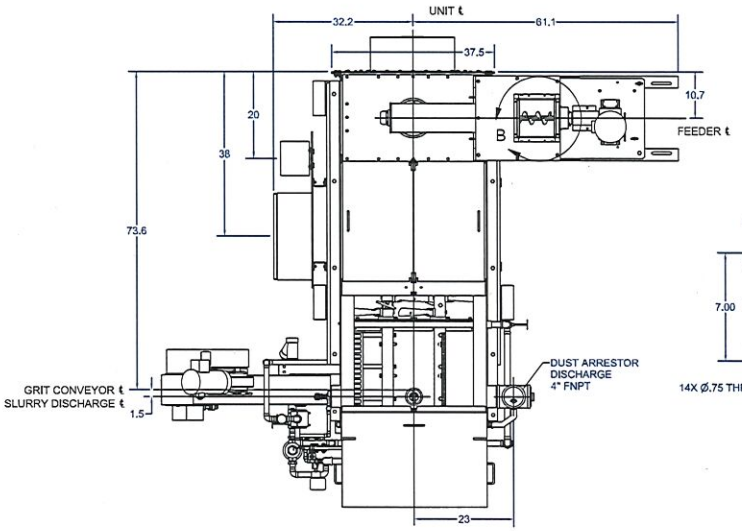
Integrity Municipal Systems
500 E. WASHINGTON AVE., SUITE 80
ZEELAND, MI 49464, USA
TEL: 855-486-1620

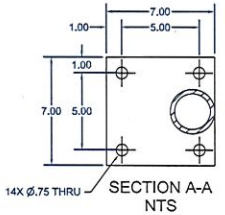
PROJECT	CODE	DRAWING	SHEET	REV
		F4038	1 OF 1	00

DRAWING TO BE USED FOR SALES PURPOSES ONLY

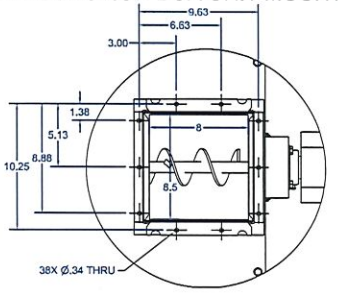
UNIT SHOWN CONSISTS OF:
4000PPH BASE SLAKER
32-300 SCREW FEEDER
CONVEYOR TYPE GRIT REMOVER
TRANSFORMER AND JUNCTION BOX UNIT MOUNTED



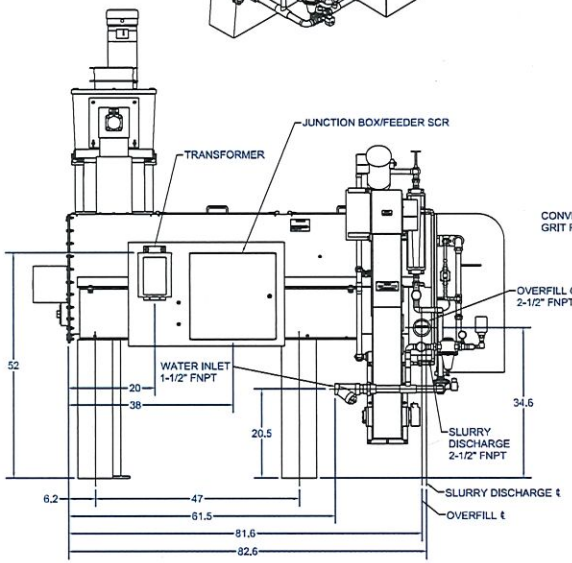


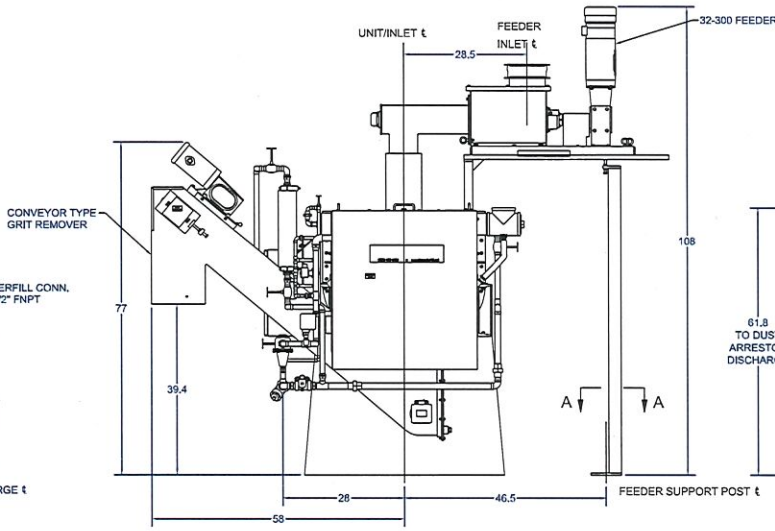


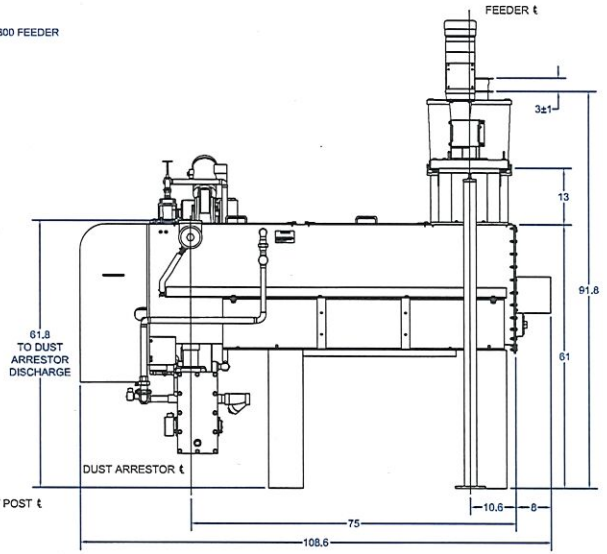
SECTION A-A
NTS



DETAIL B
NTS







THIRD ANGLE PROJECTION

ALL WELD SYMBOL DIMENSIONS ARE MINIMUM.
DIMENSIONS IN [mm]
DO NOT SCALE DRAWING

DRAWN PER ASME Y14.5M
UNLESS OTHERISE SPECIFIED
ALL DIMENSIONS ARE INCHES
AND TOLERANCES TO BE AS FOLLOWS.

FABRICATION	MACHINE
.XX +/- .06	.XXX +/-.005
.X +/- .13	.XX +/-.01
.XX +/- .25	.X +/- .03
< +/- .5	[X +/- .05]

REV	DESCRIPTION	DATE	DWN	CHKD	APVD	ECN
00	RELEASED FOR SALES USE ONLY	2/22/13	KAL			

Rev 00

COMPANY CONFIDENTIAL
THIS DOCUMENT AND ALL INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF INTEGRITY MUNICIPAL SYSTEMS AND/OR ITS AFFILIATES. THIS DOCUMENT AND ALL INFORMATION CONTAINED HEREIN ARE PROPRIETARY TO INTEGRITY MUNICIPAL SYSTEMS AND ARE SUBMITTED IN CONFIDENCE. THEY ARE NOT TRANSFERABLE AND MUST BE USED ONLY FOR THE PURPOSE FOR WHICH THE DOCUMENT IS EXPRESSLY LOANED. THEY MUST NOT BE DISCLOSED, REPRODUCED, LOANED OR USED IN ANY OTHER MANNER WITHOUT THE EXPRESS WRITTEN CONSENT OF INTEGRITY MUNICIPAL SYSTEMS. IN NO EVENT SHALL THEY BE USED IN ANY MANNER DETRIMENTAL TO THE INTEREST OF INTEGRITY MUNICIPAL SYSTEMS. ALL PATENT RIGHTS ARE RESERVED UPON THE ISSUING OF INTEGRITY MUNICIPAL SYSTEMS, THIS AGREEMENT SHALL BE NULL AND VOID AND EFFECTIVE, AND ALL RELATED DOCUMENTS SHALL BE RETURNED TO INTEGRITY MUNICIPAL SYSTEMS OR DESTROYED, AS INSTRUCTED BY INTEGRITY MUNICIPAL SYSTEMS. ACCEPTANCE OF THE DELIVERY OF THIS DOCUMENT CONSTITUTES AGREEMENT TO THESE TERMS AND CONDITIONS.

		DATE
DESIGNER	KAL	2/21/2013
CHECKER		
ENGINEER		
MANAGER		
FILE:		
SCALE:	NTS	

TITLE: SALES DRAWING
4000PPH W/ GRIT CONVEYOR & 32-300

CLIENT

Integrity Municipal Systems
500 E. WASHINGTON AVE., SUITE 80
ZEELAND, MI 49464, U.S.A.
TEL: 858-218-3750

PROJECT	CODE	DRAWING	SHEET	REV
	–	F4014	1 OF 1	00

Company Confidential

STD: BORDER-11X17CA-0A BAR = 1" AT PLOT SCALE

Integrity
MUNICIPAL SYSTEMS

PRODUCT PROFILE:
A-758™ and A-758 Plus™ LIME SLAKING SYSTEMS

Building on Tradition: Integrity Municipal Systems Brings Innovation to Legendary Lime Slaking Systems

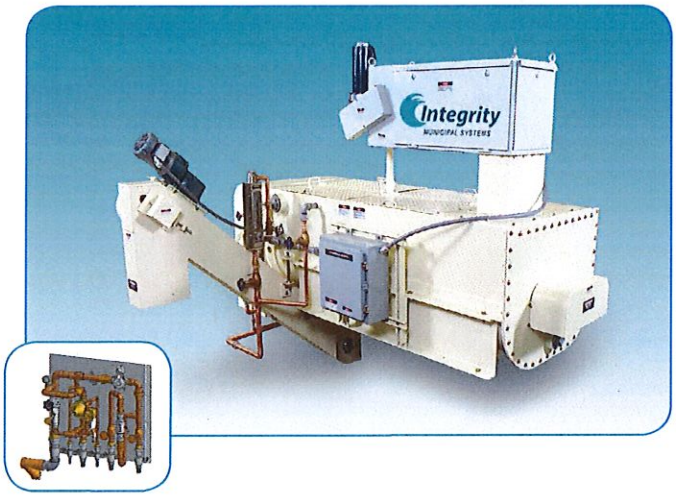
Lime is one of the most common chemicals used in water and wastewater treatment processes, but the cost of bulk hydrated lime solutions becomes prohibitive as usage increases. On-site slaking – or hydration – is the ideal solution to keep costs manageable.

The A-758™ Lime Slaking System – introduced for sale in 1959 – has established itself as the industry baseline for continuous paste lime slaking. The system's continuous lime slaking process slakes quicklime with water to form hydrated lime. Paste slakers utilize half the water of slurry slakers, leading to higher slaking temperatures, shorter retention time, a smaller equipment footprint, and – most importantly – smaller hydrate particle size for greater process chemical reactivity. The A-758™ and A-758 Plus™ systems come equipped with a conveyor or screen to remove grit after the slaking process.

"The IMS slakers greatly exceeded my expectations. The quality of the equipment, coupled with IMS's knowledgeable staff, resulted in a first class project. IMS demonstrated why it is an elite organization on this project."

Blake Pitts
Vice President
Matous Construction, Ltd.

Although the A-758™ and A-758 Plus™ Lime Slaking Systems are time-tested, proven products, recent enhancements have further improved the operability and effectiveness of these systems. Several features have been modularized, such as the dust arrestor and spray-bar; and select components have been redesigned to allow ease of maintenance and easier replacement of high-wear parts. IMS also modified the water management for the system, replacing on-site, custom-constructed copper piping with a compact, pre-packaged, controlled water panel that can be placed on the unit or mounted remotely to meet the operator's space and operational requirements (see inset). The A-758™ continuous lime slaking system can also be coupled with several different quicklime feeders.



The A-758™ and A-758 Plus™ Lime Slaking Systems have long been the industry standard for on-site lime slaking. Integrity Municipal Systems has taken that standard to a higher level with new features that extend equipment life, reduce maintenance costs, and improve control and reliability. The tradition continues, with legendary design now united with the superior quality, service, and support of IMS.

A-758™/A-758 Plus™ Lime Slaking Systems

Continuous Paste Lime Slaking – higher slurry concentrations with a lower cost and smaller footprint than batch slaking systems

Paste Slakers – faster slaking with a more reactive lime slurry solution than slurry slaking systems

Ease of Maintenance – redesigned with the operator in mind for cleaning and high-wear parts replacement

Plug-and-Play Installation – each system is piped, wired and tested at the factory before shipment



Campbell's Soup Manufacturing Plant, Napoleon OH



Public Water Supply District #2, Defiance MO



Edmond, OK



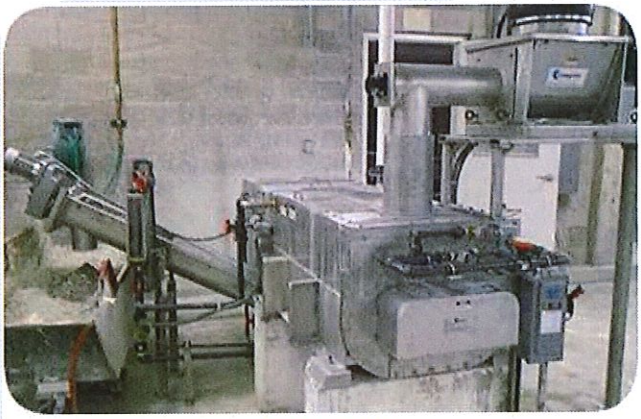
Nebraska City WWTP, NE



Cote D'Ivoire



Fort Pierce Utilities Authority, FL



Jackson, MI

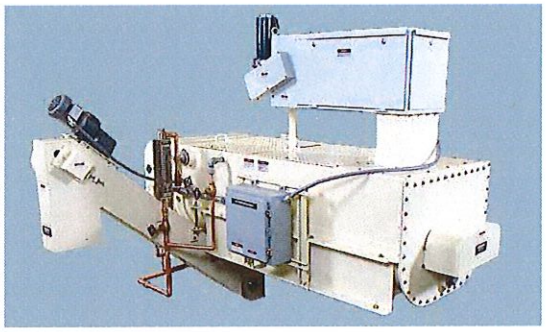


Davis WTP, Austin TX

Integrity
MUNICIPAL SYSTEMS

DRY CHEMICAL FEED SYSTEMS
Series A-758 Lime Slaking System

Lime is one of the most common and economical chemicals used in the water and wastewater treatment process. The cost of commercial bulk hydrated lime or prepared lime slurry solutions, however, becomes prohibitive for installations requiring a continuous, high volume supply, typically greater than 45 kgs/hr (100 lbs/hr). To help alleviate this cost, on-site slaking or hydration is the ideal solution. The Series A-758 lime slaker provides for reliable, efficient slaking of various grades of quicklime (CaO) at a substantial savings over other slaking methods. Through the pioneering use of paste-type slaking technology, the Series A-758 lime slaker consistently produces a more reactive lime slurry requiring less energy and less operator attention. The compact size and flexible configuration make this pre-engineered system ideal for new and retrofit installations.



KEY BENEFITS

- Saves water, heat and power
- Economical and reliable on-site slaking
- Easy to install, unit is factory pre-tested
- Choice of final slurry concentration
- Flexible controls: manual, flow proportional, and automatic start-stop

FEATURES

Superior Paste-Slaking Process
Utilizing a 2:1 water-to-lime ratio, the A-758 unit slakes lime as paste which provides a number of benefits over the more traditional 4:1 water-to-lime or slurry slaking process. This includes less power, faster slaking, a smaller footprint and, most importantly, a more reactive lime slurry solution.

Saves Power
The 2:1 paste slaking process generates its own slaking heat from the hydration heat of reaction ($CaO+H_20 = Ca(OH)_2$ + Heat (490 btu/lb)). This avoids the need and expense of an external heat source, internal heat exchangers, and temperature control systems. Additionally, slow speed agitation requires one-half the horsepower of equivalent sized slurry slakers.

Fast Slaking
The low water-to-lime ratio and high self-generating heat of reaction completes the slaking process in approximately five minutes. This short retention time leads to efficient start-stop or batching operation and rapid changes in lime concentration when required.

Compact Size
The 2:1 slaking ratio and short retention time allows for a smaller slaking compartment without bulky insulation or any need for a water jacket. The A-758 lime slaker takes about 20% less floor space than other designs.

More Reactive Hydrate Particles
The intense heat [>82° C(180° F)] generated by the 2:1 slaking ratio subjects the quicklime to steam penetration. The resulting internal pressure promotes the fracturing of the quicklime into smaller, highly reactive particles. This means more surface area for more efficient lime usage.

Controlled Consistency
An automatic, torque-actuated water inlet valve provides precise, continuous control of paste consistency and, therefore, the slaking process. Variations in lime quality and feed rate are quickly recognized and the optimum slaking rate is maintained, without operator intervention.

Integrated System Design
The pre-engineered A-758 lime slaker system is available with a broad range of capacities, capabilities and control options:

- Four different capacities from 450 to 3600 kgs/hr (1000 to 8000 lbs/hr)
- Specific gravity classification or screen-type grit removal technology
- Gravimetric or volumetric belt-type lime feeders or screw-type lime feeder
- PLC or relay logic controls with an optional automatic batching function

© 2013 INTEGRITY MUNICIPAL SYSTEMS. ALL RIGHTS RESERVED.

DESIGN AND OPERATION

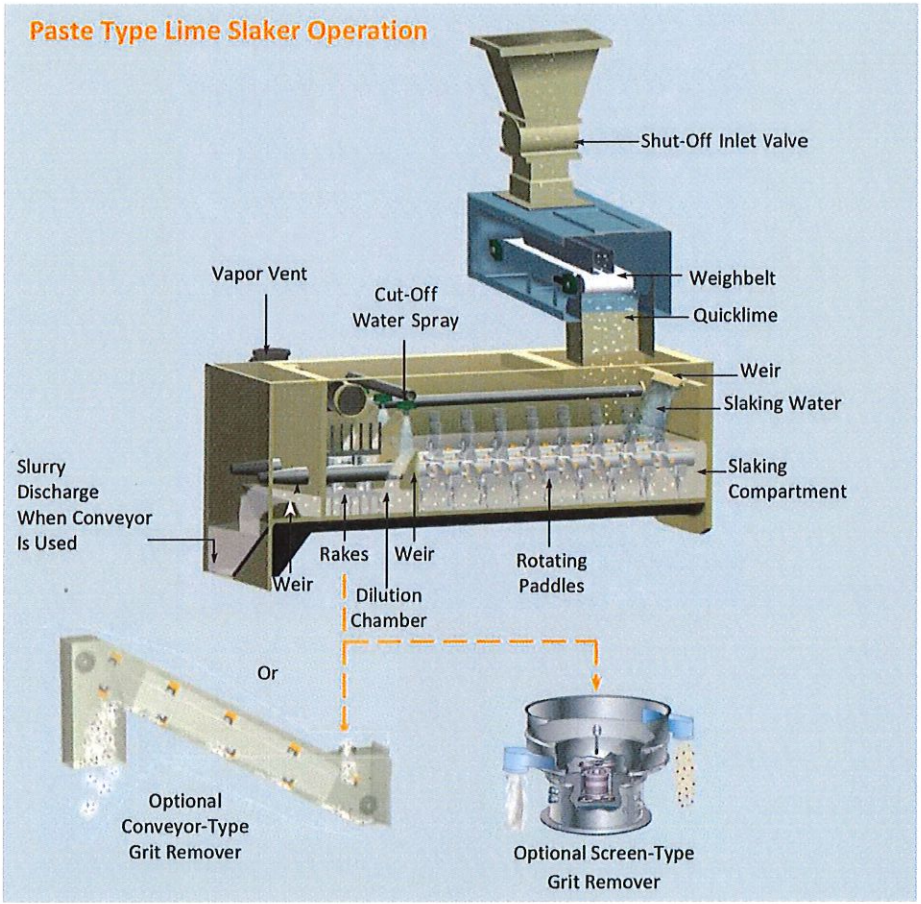
Water and quicklime (CaO) are fed into the slaker mixing compartment at an approximate 2:1 ratio. The lime is metered by either a gravimetric weighbelt feeder or a volumetric screw or belt-type feeder. Controlling the lime feedrate determines the output of the slaker system. The water flow is automatically controlled by a torque-sensitive water adjusting valve.

In the slaking compartment, two intermeshing paddle shafts, rotating in counter-clockwise directions, mix the quicklime and water into a paste-type composition, controlled by the torque valve to the 2:1 slaking ratio. Any variation in the paste consistency caused by vapor loss, lime quality or size fluctuations, or changes in the lime feed rate, results in a different torque load on the paddle shafts. This causes the torque valve to adjust the water flow to maintain the desired paste consistency.

The paste and entrained inert grit moves forward in a plug-flow fashion. After approximately 5 minutes, the completely slaked lime paste flows over a weir into the dilution compartment. Here water nozzles direct a cut-off spray to dilute the paste into a lime slurry at an approximate 4:1 concentration. This also releases the grit from the lime paste so that it can be removed. Two sets of rotating rakes keep the lime in suspension and help move the grit to the grit separator.

Dust and steam, generated by the exothermic reaction of the lime and water, are drawn off by an integral, water operated vapor-dust arrestor. The steam and dust are condensed and returned to the dilution compartment. Excess steam and water vapor are vented outside of the slaker.

A low water pressure switch in the torque valve piping is designed to stop the lime feeder when the supply pressure falls below the minimum operating requirement. This avoids heat build-up due to insufficient slaking water. The feeder automatically restarts when the pressure is restored.



CHOICE OF LIME FEEDERS

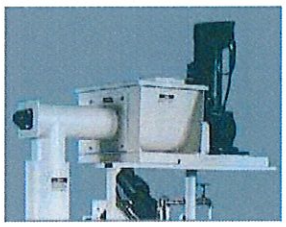
Reliable lime feed is required for proper operation of the lime slaker system. A selection of standard feeders is available to provide accurate CaO feed over a range of up to 20:1. This determines the operating range of the slaker along with lime reactivity.

Series 31-165 Gravimetric Weighbelt Feeder
A microprocessor controller unit that delivers an accuracy better than 1% of set rate over a 20:1 range. It features direct measurement of throughput for inventory control and complete alarm monitoring for any off-feed condition.



Series 32-215 Volumetric Belt-Type Feeder
Simple controls with a quick speed of response for changing feed rates. A no-feed alarm is available as an option.

Series 32-300 Volumetric Screw-Type Feeder
A rugged, heavy duty variable speed feeder with only five moving parts provides low maintenance and simple service.



CHOICE OF GRIT REMOVERS

All quicklime (CaO) contains a small amount of inert grit or unslaked material. To protect lime slurry pumps and piping, it is necessary to remove this grit as the slurry exits the slaker. The A-758 lime slaker is available with a choice of two different grit remover technologies:

Conveyor-Type Grit Remover
Grit particles are separated from the lime slurry based on their specific gravity. An up-flow of water is introduced into the dilution compartment of the slaker. The heavier grit particles fall through this flow to be subsequently removed by the chain and flight scraper. The operator can adjust the water flow to determine the size and amount of grit that is to be removed.



An accurate glass-tube flow meter is used to provide a fine degree of control and repeatability. This system removes virtually all grit down to 10 mesh in size and some portion of finer grit down to 40 mesh. Slurry concentrations up to 18% are achievable. Operation is simple and efficient with very low maintenance.

Screen-Type Grit Remover
In this system, grit particles are separated by size through a vibrating screen separator to provide positive grit removal. The lime slurry discharge passes through a 20 mesh screen (40 mesh optional), where grit is removed through an exit port. The slurry passes through the screen where it is delivered to the process or a stabilization tank. Slurry concentrations up to 20% are achievable. A high-strength slurry concentration, up to 28% at maximum feed rate, is available with this type of grit remover. This utilizes optional high velocity spray nozzles and a booster pump to decrease the amount of dilution water. This is ideal for installations where storage space is a consideration or in applications where excess water is limited in the process.



AUTOMATIC START-STOP CONTROL

The paste-type lime slaker is ideally suited for all types of control systems. In a continuous process, slaker operation remains constant. Lime slurry is continuously discharged while the lime feed rate can be varied to account for flow or process variations. Lime can be gravity flow, directly to the point of application without the need for costly slurry handling equipment. For batching applications, the slaker system can be automatically stopped and started from a single contact closure. The low water to lime ratio ensures a fast start-up to bring the slaker on line quickly. Both long-term (> 8 hours) and short-term (< 8 hours) shutdown modes are operator selectable.

TECHNICAL DATA

Capacities
450, 900, 1800, and 3600 kg of quicklime per hour (1000, 2000, 4000, and 8000 lbs/hr).

Operating Range
Up to 20:1

Slaking Ratio
Approximately 2:1 water to lime by weight before dilution.

Lime Feeder
Three types of feeders available: Series 31-165 Gravimetric weighbelt feeder; Series 32-215 Volumetric belt-type feeder; and/or Series 32-300 screw-type feeder.

Control Panel
For local or remote mounting. NEMA 12; 230/460 VAC, 3 ph, standard; 115 VAC, 1 ph, optional (not available with 3600 kg/hr (8000 lb/hr) capacity).

Paddle Shaft Mixer Motors
452 kgs/hr (1000 lbs/hr) capacity - 1/2 hp;
900 kgs/hr (2000 lbs/hr) capacity - 1 hp;
1800 kgs/hr (4000 lbs/hr) capacity - 1-1/2 hp;
3600 kgs/hr (8000 lbs/hr) capacity - 2 hp;
Standard is 230/460 VAC, 60 hz, 3 ph.
Single phase motors are available up to 1800 kgs/hr (4000 lbs/hr).

Conveyor-Type Grit Remover Motors
1/4 hp, 230/460 VAC, 60 hz, 3 ph, totally enclosed. Also available in single phase up to 1800 kgs/hr (4000 lbs/hr) capacity units.

Screen-Type Grit Remover
450 kgs/hr (1000 lbs) slaker - 1/3 hp;
900 and 1800 kgs/hr (2000 lbs & 4000 lbs/hr) slakers –1/2 hp;
3600 kgs/hr (8000 lbs) slaker - 2-1/2 hp;
All motors are 230/460 VAC, 60 hz, 3 ph, 1200 RPM TENV.

Booster Pump Motors (High Slurry Concentration Option)
450 and 900 kgs/hr (1000 and 2000 lbs) slakers - 1/2 hp;
1800 kgs/hr (4000 lbs) slakers - 1 1/2 hp;
3600 kgs/hr (8000 lbs) slaker - 2 hp;
All motors are 230/460 VAC, 50/60 hz, 3 ph, TE turbine, all bronze housing. Note: Only available with screen-type grit remover.

Water Requirements
Recommended supply pressure for 450 to 1800 kgs/hr (1000, to 4000 lbs/hr) slakers, 2.7 bar (40 psi) minimum and 5.2 bar (75 psi) maximum; for the 3600 kgs/hr (8000 lbs/hr) slaker, 3.8 bar (55 psi) minimum and 5.2 bar (75 psi) maximum.

Control options

- Manual speed control of feeder via a potentiometer on the control panel.
- Automatic speed control of the lime feeder via a 4-20 mA input signal.
- Automatic batching and automatic system shut-down via optional start-stop configuration.

Dimensions
Complete dimension details can be found in catalog numbers WT.330.100.100.UA.CN to WT.330.100.126.UA.CN.

Total Slaker System Water Input at 40 psi (2.7 bar)

Slaker Size		Conveyor-Type Grit Remover (max 18% slurry concentration)		Screen-Type Grit Remover (max 20% slurry concentration)		Screen-Type Grit Remover (max 28% slurry concentration)	
Kg/hr	lbs/hr	lpm	gpm	lpm	gpm	lpm	gpm
450	1,000	57	15	45	12	34	9
900	2,000	91	24	76	20	64	17
1800	4,000	178	47	148	39	125	33
3600	8,000	405	107	360	95	246	65

Shipping and Operating Weights
Includes slaker, grit remover and feeder.

Capacities		Shipping		Operating	
Kg/hr	lbs/hr	kgs	lbs	kgs	lbs
450	1,000	1,900	2,400	1,410	3,110
900	2,000	1,330	2,930	1,895	4,180
1800	4,000	1,640	3,620	2,660	5,860
3600	8,000	3,335	7,350	6,160	13,580

13135 DANIELSON STREET, SUITE 204 POWAY, CA 92064
PHONE: (858) 486-1620 FAX: (858) 486-1659 www.integrityms.net

Integrity MUNICIPAL SYSTEMS

Integrity
MUNICIPAL SYSTEMS

DRY CHEMICAL FEED SYSTEMS
Series 32-300 Volumetric Feeder

The Series 32-300 Screw Type Volumetric Feeders are designed for the demands of industrial-process applications. They meter dry and semi-dry powders and other free-flowing materials as well as pellets, flakes, chips, and other difficult materials with reliable accuracy and repeatability.

The heavy gauge steel construction stands up to the stress of long-running, high-volume bulk operations. Operation and control are simple and direct. There are only five moving parts. Power from the vertically mounted DC motor is transmitted through a right-angle gear reducer to the feed-screw shaft. A potentiometer on the SCR control sets the feed rate. Automatic control from an mA signal is available as an option. The compound feed screw comprises three screw elements welded to a heavy steel shaft. The interaction of the different-size-and-shape screw elements develops multi-level mixing of the process material. This produces a uniform material density and promotes complete filling of the feed-screw flights. Oversize sealed ball bearings support the one-piece, through-shaft at both ends. Interchangeable feed screws and discharge tubes, in six sizes, extend the versatile capabilities of these feeders. The standard 5- cubic foot hopper with steeply sloped sides is designed to promote an even flow of material to the feed screw.



KEY BENEFITS

- Heavy gauge construction
- Simple design
- Convenient controls and readouts
- Easy to maintain
- Smooth handling of difficult material flows

KEY ARRANGEMENTS

Model 32-300ST
This basic arrangement handles most dry materials, including powder, pellets, and flakes. Feed screw is available in 1", 1½", 2", 3", 4", and 6" sizes. Maximum feed rates range from 2.6 to 500 cubic feet per hour.

Model 32-300SP
This model is specifically designed for difficult-to-feed materials. The agitator and conditioner segments of the feed screw are larger and set out at a greater radius from the shaft to handle oversize and irregularly shaped particles. The area in the mixing trough has been increased to provide greater mechanical clearances. The discharge port is larger; there is no down-spout to impede the flow. Standard metering screws are available in 3", 4" and 6" sizes. Maximum feed rates range from 50 to 500 cubic feet per hour.

Model 32-300SN
This sanitary version of the basic Series 32-300 Feeder is designed specifically for applications in the food and pharmaceutical industries. All surfaces in contact with the process material are 304 stainless steel and polished to a No. 4 finish (316 stainless available on request). Welds are ground smooth and polished to avoid product build-up. Exterior metal surfaces are covered with a white (food grade) epoxy paint. A TEFE rear seal and white neoprene (food grade) gasketing are standard. Hand-secured clamps and turn-nuts allow easy disassembly for cleaning. The TENV DC motor is suited for wash-down maintenance. Feed screw is available in 1", 1½", 2", 3", 4" and 6" sizes. Maximum feed rates range from 2.6 to 500 cubic feet per hour.

© 2013 INTEGRITY MUNICIPAL SYSTEMS. ALL RIGHTS RESERVED.

FEATURES

Advanced Engineering Design

The compound feed screw operates on three levels to condition the material and provide a smooth flow. The agitator segment, turning in an orbit outside the metering screw, releases air captured in the material. The de-aerated material fills the spiral lights of the metering screw. The outermost, conditioner segment on the feed screw has a reverse pitch. The back-mixing effect prevents material jamming in the trough.



Versatile

Six screw sizes are available for capacities from 2.6 to 500 cubic feet per hour. The feeder can be controlled manually or by an mA signal. Basic feeder can process material at temperatures to 150° F: higher with optional TFE seal.

Reliable Performance

The simple, direct mechanical linkage has only five moving parts (drive, coupling, screw, and two bearings). Power from the vertically mounted DC motor is transmitted through a right-angle gear reducer. The feed screw is directly coupled to the gear reducer.

Structural Strength

Heavy gauge steel is used throughout. Feed-screw shaft is a single-piece through-shaft and is supported at both ends by sealed ball bearings. Agitator, conditioner, and metering screw segments are all welded to the shaft for strong unitized construction.

Simplified Control

Feeder controls are centralized in a NEMA 4 enclosure that can be mounted at the feeder or remote. Toggle switches set the operating mode. A potentiometer controls feed rate, and an optional analog meter provides readout of feed rate in percent of full scale.

DESIGN AND OPERATION

The Series 32-300 Volumetric Feeder is powered by an SCR-controlled DC motor. A gear reducer converts the high speed motor-shaft rotation to a low speed, high-torque drive for the feed-screw shaft. Sealed ball bearings support the single-piece through-shaft at both ends. The agitator-conditioner compound feed screw is contoured to produce uniform material density. The agitator segment moves through the material outside the metering screw loosening and freeing the particles for maximum deaeration. This allows material to flow around the metering screw. As the material progresses toward the feed tube, it thoroughly fills the spiral lights of the metering screw. The reverse pitch of the conditioner segment develops a back-mix action that prevents material from piling up in the forward section of the trough. This eliminates dead pockets of material. The interaction of the large-diameter-outrigger segments conditions the material and avoids bridging. The standard hopper has a capacity of five cubic feet and steeply sloped sides for good material flow to the feed screw. A pneumatic-hopper vibrator is available for materials with poor flow characteristics. All controls are housed in a NEMA 4 enclosure that can be mounted on the feeder or remote. A potentiometer enables accurate pre- setting of the feed rate and excellent repeatability. An optional arrangement with an analog-speed-readout meter is available. Arrangements that accept a 1-5, 4-20, or 10-50 mA control signal have a second potentiometer for trimming the mA signal to the desired feed rate.

Control Arrangements

The basic manual SCR-control arrangement has a three-digit speed-adjust potentiometer for controlling the feed rate. Pushbuttons set the percent of maximum speed at which the motor is to operate. A toggle switch starts and stops the feeder. An arrangement with an analog-percent-readout meter is available. In the automatic arrangement, the feed rate is controlled by an mA input signal. A potentiometer trims the input signal to produce the desired speed rate. Speed-readout meter is standard with the automatic mA arrangement. This arrangement also has a speed-adjust potentiometer and can be operated in manual or remote mA mode. All SCR-control arrangements are available in optional versions which are Factory Manual approved as dust-ignition-proof* for Class II, Divisions 1 and 2, Groups E, F, and G, and Class III, Division 1 hazardous locations, as defined by Article 500 National Electrical Code.

Hoppering

An optional hopper section with a 1.5-cubic-foot capacity can replace the basic hopper to provide interface with the line of hoppers and accessories. These include converging, loading, extension, and storage hoppers in square or cylindrical shapes, and in a variety of sizes. They are offered in a choice of floor-above-supported or feeder-supported configurations. Dust collectors are available in different sizes, floor-mounted or feeder-supported. Bag loaders come in 1-bag and 2-bag models. Other accessories include screens, covers, shut-off gates, flexible connections, and installation hardware. A plate adapts dust collectors and bag loaders to cylindrical hoppers of various diameters (2, 3, or 4 ft.).

APPLICATIONS

Continuous Feeding

Feeding of one or more bulk materials, by volume, at a controlled feed rate. Feed rate is set as a percent of full scale and can be controlled by a remote-process signal.

Continuous Proportioning

Feeding of two or more bulk materials, by volume, at controlled feed rates set in proportion to a specified master ingredient or control feeding by volume of two or more bulk materials in proportions set at the feeders for overall- formula requirements. Alternately, several feeder outputs can be controlled using a master set station which provides a common rate-signal. Each feeder will feed at a ratio pre-set at this station.

Batching

Controlled feeding of one or more bulk materials for repeat production of preset lot quantities. Feed rates are set at the feeders as a percent of full scale. Batch size can be determined by feeder-on time as preset on a timer or by a signal from a controller that automatically shuts off the feeders when a specified condition (weight, level, etc.) has been achieved.

Industry Applications

- Proportioning of virgin PVC pellets, color, resin, and regrind material into plastics extrusion processes
- Feeding bentonite and sand in foundary mold production
- Feeding crushed limestone into fluidized-bed-conbustion processes
- Feeding of organic powders in pharmaceutical manufacturing
- Feeding of powered clay and pigments in the production of tile and brick
- Batching milk powder and salt in the production of cream cheese
- Feeding of spice premix in processed food production
- Feeding of diatomaceous earth as an oil filter aid in the cold-roll aluminum sheet rolling process

Short Description

This feeder is a Series 32-300 Screw-Type Volumetric Feeder with electric-variable-speed control. Full scale capacity is 2.6 to 500 cubic feet per hour depending on feed-screw size. Operating range is 20:1. The feeder consists of an SCR variable-speed drive in NEMA 4 enclosure; DC motor; right-angle speed-reducer gear box; a three-element compound feed screw; a 5-cubic foot hopper; a mixing trough and a discharge tube extension. A steel base supports the feeder and all components. SCR-control arrangements can be local manual, remote manual, start-stop, or automatic mA. Speed readout is available with start-stop and automatic arrangements. A three-digit pushbutton potentiometer adjusts motor speed. With the automatic mA arrangement, the feed rate is controlled by a 1-5, 4-20, or 10-50 mA DC process-control input. A panel-mounted potentiometer trims the signal to a percent of maximum to produce the speed-rate required. The walls of the hopper are steeply sloped and a pneumatic vibrator is available. Feeder and hopper are heavy gauge steel construction. In the sanitary arrangement, surfaces in contact with the process material are 304 stainless steel (optional 316 SS is available) polished to a #4 finish: food-grade white neoprene gaskets and TFE rear seal are standard. Feed screws are available in 1", 1-1/2", 2", 3", 4", and 6" sizes for the standard and sanitary models, 3", 4", and 6" sizes for the model for difficult-to-feed materials. A 1.5-cubic-foot hopper is available for interfacing with standard hoppering equipment.

TECHNICAL DATA

Accuracy

With uniform free-flowing materials, accuracies of 1% to 2% of full scale can be achieved. It must be realized, however, that with material delivery controlled on a basis of volume, many factors apply: Material flowability, density at the feed screw, hopper size and shape are only a few of the factors which determine accuracy. Actual accuracy can be established only by running sample material tests.

Capacity

2.6; 7; 17; 50; 150; and 500 cubic feet per hour.

Maximum Temperature

Ambient, 120° F; process material, 150° F standard or 250° F with optional TFE seal.

Process-Control Output

1-5, 4-20, or 10-50 mA DC.

Input Impedance

Maximum is 100 ohms for 10-50 mA, 270 ohms for 4-20 mA and 1,000 ohms for 1-5 mA.

Motors

TENV, ¾ hp, 1 hp, 1½ hp (an explosion-proof* UL Listed motor and tachometer are available for use in Class I, Divisions 1 and 2, Group D and Class II, Divisions 1 and 2, Groups F and G hazardous locations).

Control Arrangements

- Manual
- Remote manual
- Start-stop
- Automatic from mA process signal

Housing

SCR drive and controls are in a NEMA 4 housing, can be feeder-mounted or remote.

Options

Extended-length feed screws and discharge tubes, 316 stainless steel construction, a tachometer-generator with meter calibrated in percent of maximum for feedrate readout, 2-cubic-foot hoppers, pneumatic-vibrating hopper trough covers to interface with live-bottom bins. TFE seals for material temperatures to 250° F, UL Listed motors and tachometers, a 1.5 cubic-foot section to interface with hoppers in many sizes and variations as described on page 4.

Continuous Operating Range

20:1

Weight (Shipping Weight)

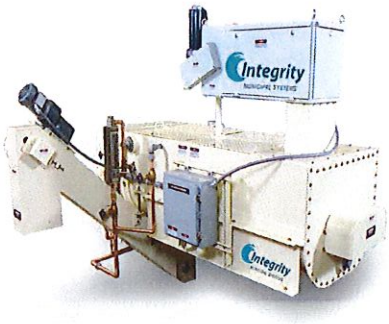
300 lb. to (400 lb)

*As defined by Article 500 National Electrical Code



Integrity Municipal Systems (IMS) is a specialty engineering company devoted to the design and supply of innovative, pre-assembled, process solutions for the water and wastewater industry. With over 25 years of systems engineering innovation and project execution, the IMS team has the knowledge and dedication to tackle your odor control and chemical feed needs. IMS has achieved a reputation for producing unique, practical, and cost-effective solutions for our customers. We are committed to providing quality, service, and overall value that exceed your expectations.

Lime Slaker Systems (A-758 & A-758 Plus)



The A-758 and A-758 Plus IMS Lime Slaker Systems provide continuous high volume lime slurries (up to 8,000 lbs/hour) for industrial and municipal process pH adjustment, flocculation, and chemical reaction. The superior paste-type slaking technology consistently produces a higher strength and more reactive lime slurry resulting in more efficient and more economical use of the quicklime. Systems are factory assembled and tested for quick and easy installation, and include options for lime feed and grit removal.

Lime Slaker Feeders



Series 31-165 Gravimetric Feeder



Series 32-215 Volumetric Feeder



Series 32-300 Volumetric Feeder

Chemical Feed Systems

IMS chemical feed systems are pre-assembled, fully-functional chemical delivery systems for water treatment applications. These compact, user-friendly chemical skids include local storage tanks, full secondary containment, dosing pumps, instrumentation and controls. Systems are piped and wired at the factory for easy and quick hook-up.



Fluoride Feed System

IMS Fluoride Feed Systems use sodium fluoride for community water fluoridation. They are designed with separate saturator and solution tanks, unlike conventional methods, to assure complete saturation, high reliability, low maintenance and ease of use.





Aqueous Ammonia Feed System

IMS packaged Aqueous Ammonia Feed Systems are used in the formation of chloramines for disinfection. The system includes a heavy-duty pressure rated aqueous ammonia storage tank, integral ammonia fume scrubber, peristaltic dosing pump, instrumentation and controls in a fully contained, pre-assembled skid. Optional enclosure, shown right, is ideal for outdoor or remote locations. The FRP shelter houses the equipment in an air conditioned environment and comes complete with lighting, ventilation fan, and breaker panel.

© 2014 INTEGRITY MUNICIPAL SYSTEMS. ALL RIGHTS RESERVED.

Odor Control Systems

Standardized, pre-engineered, factory assembled odor control systems for treating odors at sewage pump stations and wastewater treatment plants. Systems are simple to install, reducing installed cost and delivery time.



Biological Odor Control Systems

The I-BOx™ Biological Odor Control System (Patent Pending) uses a two-stage process with a biological stage to remove 99% of the hydrogen sulfide (H_2S), followed by an activated carbon polishing stage to remove residual H_2S and organic odors. Standard models are available to treat up to 5,000 cfrm (8,500 m^3/h) of odorous air.

Carbon Odor Control Systems

The carbon adsorber odor control systems consist of an exhaust fan, damper, interconnecting ductwork, vessel with activated carbon (3 ft. bed) and a control panel. The carbon odor control systems are designed to work with a wide selection of media: virgin activated carbon for low odor level, and high capacity carbon for higher H_2S concentrations.



MCS Carbon Odor Control System

- Standard models are available to treat up to 1,400 cfm (2400 m^3/h) of odorous air in a single carbon stage.

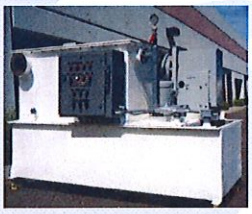


BCS Carbon Odor Control System

- Standard models treat up to 6,800 cfm (11600 m^3/h) in a single carbon stage and up to 20,000 cfm (34000 m^3/h) in a dual carbon bed system.

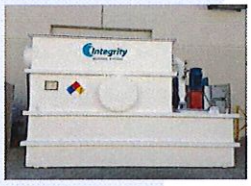
Emergency Chlorine Scrubbers

IMS wet emergency chlorine scrubber systems contain and treat accidental releases of chlorine gas, limiting the atmospheric release of chlorine to less than 1 ppm. The compact scrubber systems are factory pre-assembled, piped, wired and tested, with a low profile suitable for either indoor or outdoor installation. The system design surpasses the requirements of the Uniform Fire Code.



EVS-150

This multi-stage wet scrubber system treats chlorine vapors from a bank of 150lb (70kg) chlorine cylinders, at leak rates of 28 lbs/min or more.



EVS-2000

This multi-stage wet scrubber system treats up to 3-Ton of chlorine vapor, at leak rates of 100 lbs/min or more.

EVS-2000C

The EVS-2000C emergency chlorine scrubber is a multi-stage wet scrubber system designed to treat up to 1-Ton of chlorine vapor, at leak rates of 100 lbs/min or more.

13135 DANIELSON STREET, SUITE 204 POWAY, CA 92064
PHONE: (858) 486-1620 FAX: (858) 486-1659 www.integrityms.net

Integrity MUNICIPAL SYSTEMS

Integrity
MUNICIPAL SYSTEMS

October 12, 2017

City of Cocoa
Mr. Tim Dyar
28400 State Rd 520
Christmas, FL 32709

Dear Mr. Dyar:

The purpose of this letter is to confirm that IMS (Integrity Municipal Systems, LLC.) is the sole and exclusive supplier for the A-758 Lime Slaker and parts.

Please do not hesitate to contact us if you have any questions.

Sincerely,

Khaled Roueiheb
Director of Sales
Integrity Municipal Systems, LLC
13135 Danielson St., Suite 204, Poway, CA 92064, U.S.A
Phone: (858)-218-3753 (Direct)
Phone: (858)-486-1620 (Main Office)
Fax: (858)-486-1659
Cell: (858)-248-7834
Email: Khaled@IntegrityMS.net

Legislation Details (With Text)

File #:	17-466	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	10/26/2017			**In control:**	City Council
On agenda:	11/14/2017			**Final action:**	
Title:	Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of HVAC Services from Trane Building Services, Maitland, Florida, for Maintenance and Repair Services at the Dyal Water Treatment Plant. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Sole Source Resolution Proprietary Sole Source Vendors List 2.9.17 Trane Service Agreement Appendix toTrane Service Agreement				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 26, 2017
Agenda Date: November 14, 2017
Prepared By: Joyce Williams, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of HVAC Services from Trane Building Services, Maitland, Florida, for Maintenance and Repair Services at the Dyal Water Treatment Plant

BACKGROUND:

The Dyal Water Treatment Plant utilizes Trane Building Services, Maitland, Florida, as the authorized provider of service and maintenance for Trane HVAC Equipment and Tracer Summit Building Automation System. Originally, services were approved by the City Manager on January 24, 2017 through a cooperative agreement with Brevard County Board of County Commissioners. A quote for the scope of work was based on the Brevard County Facilities Management RFP for County-wide HVAC Maintenance and Repair Service with contract term of March 1, 2016 through March 1, 2021 with two one-year options to renew. The amount of $42,324.00 was approved and P.O. 69828 was issued in FY2017.

On February 9, 2017, this vendor was added to the City of Cocoa Proprietary Sole Source Vendor List as it is the authorized provider of services and maintenance for the Trane HVAC equipment. An increase of HVAC units at the Dyal Plant necessitates the additional amount of budgeted funds.

Staff requests approval of waiving the competitive bidding process for making sole source purchases of HVAC Services from Trane Building Services, Maitland, Florida.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
Amount Requested	$58,125.00
Account Number	421-4020-536.46-00
Account Name	Repairs & Maintenance
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

On January 24, 2017, City Manager approved a cooperative purchase agreement with Brevard County Board of County Commissioners through the use of RFP #P-6-16-02 for Trane services at the Dyal Plant.

RECOMMENDED MOTION:

To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of HVAC Services from Trane Building Services, Maitland, Florida, for Maintenance and Repair Services at the Dyal Water Treatment Plant.

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

Vendors are exempt from competitive bid or quote

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

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

Approved by:

Purchasing Manager — Date: 2/8/17

Finance Director — Date: 2.8.17

City Manager — Date: 2/9/17

TRANE
Building Services

Trane Service Agreement

BAS and HVAC Equipment



SERVICE PROPOSAL FOR:
Tim Dyar
Chief of Maintenance

SITE ADDRESS:
Claude H. Dyal Water Treatment Plant
28400 State Road 520
Christmas, FL 32709

LOCAL TRANE OFFICE:
Trane U.S. Inc.
2301 Lucien Way, Suite 430
Maitland, FL 32751

LOCAL TRANE REPRESENTATIVE:
Jason Aki
Cell: (321) 228-8865
Office: (407) 660-1111

AGREEMENT NUMBER:
773

DATE:
October 5, 2017

Term – October 1, 2017 – September 30, 2018

WE MAKE BUILDINGS WORK BETTER FOR LIFE.

TRANE SERVICE AGREEMENT FOR BAS AND HVAC EQUIPMENT

Executive Summary

Thank you for choosing Trane Building Services as your provider for integrated HVAC equipment and building automation system (BAS) support.

HVAC equipment is driven by the building automation system; its operation is inextricably connected and responsible for creating building environments that play an important role in an organization's success. Optimal temperature, humidity, air quality and energy efficiency contribute to a number of objectives: Occupant comfort, productivity, quality control and operational cost savings, to name a few.

Like most technology and equipment, integrated building systems need professional attention to sustain peak performance. Proactive maintenance prevents unplanned and disruptive downtime. This Trane Service Agreement—implemented by Trane professionals who are knowledgeable in both HVAC equipment and control systems—offers many benefits:

- **Sustainability –** Improving operational integration between HVAC equipment and BAS reduces energy consumption, thereby lessening your carbon impact and advancing your sustainability goals.
- **Peace of mind –** Continuous review and analysis sustains peak performance over the long term and helps prevent system failures. Back-up plans built into this agreement are designed to restore data and reboot systems quickly in an emergency situation. 24/7 monitoring through the Intelligent Services Center enables Trane to detect potential problems, avoid downtime, and keep your organization productive and profitable.
- **A stronger bottom line –** Excessive energy consumption and emergency repairs erode your bottom line. Planned service typically pays for itself through energy and operational cost savings.
- **Operational consistency and continuous improvement –** Exclusive, optional aspects of this Service Agreement leverage Trane Intelligent Services (TIS), a revolutionary integration of technology and Trane professionals. TIS gathers active intelligence from your building's data, allowing Trane to identify what must be done to improve system performance and sustain the conditions that contribute to the mission of your organization.

We are committed to maintaining the integrated HVAC equipment and BAS that enable your building to achieve higher levels of performance. The details of that commitment are provided in the following pages.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO WORKING WITH YOU.

TRANE SERVICE AGREEMENT FOR BAS AND HVAC EQUIPMENT

Added Value

Proper maintenance can save an estimated 12-18%* of your budget compared to a run-to-fail approach. A comprehensive BAS and HVAC Equipment Service Agreement is structured to help you manage your lifecycle costs and capture those savings.



Research has shown that regular maintenance can:

Cut unexpected breakdowns by	70-75%*
Reduce downtime by	35-45%*
Lower equipment repairs and maintenance costs by	25-30%*
Reduce energy consumption by	5-20%*

In addition to financial value, when you partner with Trane you can expect:

Contract and Financial Benefits

Assigned Service Team - Your service team will consist of a professional Service Coordinator, Service Technicians and an Account Manager, all with extensive HVAC and BAS experience. Our technicians have a thorough understanding of building automation systems and the associated controls, along with heating, refrigeration and airside systems.

Priority Response - As a Trane Service Agreement customer, you will receive service priority over time and materials customers.

Automated Scheduling System - Trane utilizes a computerized scheduling program to ensure help that all services included in the agreement are performed as stated.

Financial Benefits - The implementation of the support agreement from Trane can help control the costs of operating your building in several ways: Lower energy consumption; reduction in the costs and disruptions caused by downtime; planned, budgeted and controlled operating costs; and reduced maintenance. All of these benefits can be gained through a structured contract for support.

TRANE
Building Services

Superior Service Delivery

Trane's original equipment manufacturer (OEM) Service Delivery Process -
Ensures consistent quality through:

- Focus on building environments
- Uniform service delivery
- Pre-job parts planning
- Documented work procedures
- Efficient and economical delivery of services
- Emphasis on Safety

Service Work Flow - Trane utilizes an industry-exclusive service flow process that includes detailed procedures and identified steps for: safety, parts, materials, tools and sequence for execution. Trane procedures also include steps for safety, quality control, work validation, and environmental compliance.

This process assures a complete service event. No critical steps are skipped or lost. Systems serviced in this way offer a higher degree of reliability and operational longevity. These exclusive service procedures deliver superior service and most reliable outcomes at the most cost-effective price.

Where applicable, the Trane service process meets or exceeds ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems.

Knowledge Transfer

Documentation - Work performed on your equipment will be documented by the technician and reviewed with you at the completion of each visit.

Operational System Optimization - Trane Service Technicians will review operating sequences and practices for the equipment covered by the agreement and advise you of operational improvement opportunities.

Training for Facility Staff – Operator training and coaching is available per the service agreement. Additional training can be customized to meet your site specific needs.

Health and Safety

Safety Management Program - Trane Building Services employs several full time Occupational Safety and Health Administration (OSHA) 30-hour certified safety managers who are available to perform safety consultations relating to the service performed at your site. Our Safety Management Program includes monthly safety training for all Trane Building Services field personnel, field supervisor jobsite audits, technician job safety analyses and other key risk assessments and control strategies.

Personal Safety - Trane service technicians are, at a minimum, OSHA 10-hour certified, or equivalent with yearly retraining on all key occupational safety and health topics. Many of our technicians have participated in "Smith Safe" driver training and some are Department of Transportation (DOT) Hazmat certified. They are provided with up-to-date personal protective equipment (PPE), training on its use and limitations, and FR protective apparel. Trane maintains an industry-leading position in National Fire Protection Agency (NFPA) 70E Electrical Safety, technician ergonomics and fall protection programs.

Drug-Free Workplace - Trane Building Services maintains a Drug-Free Workplace, with a robust drug and alcohol testing program.

TRANE
Building Services

TRANE SERVICE AGREEMENT FOR BAS AND HVAC EQUIPMENT

The Agreement

SERVICE PROPOSAL FOR:
Tim Dyar
Chief of Maintenance

SITE ADDRESS:
Claude H. Dyal Water Treatment Plant
28400 State Road 520
Christmas, FL 32709

LOCAL TRANE OFFICE:
Trane U.S. Inc.
2301 Lucien Way, Suite 430
Maitland, FL 32751

LOCAL TRANE REPRESENTATIVE:
Jason Aki
Cell: (321) 228-8865
Office: (407) 660-1111

AGREEMENT NUMBER:
773

DATE:
October 5, 2017

Scope of Services – Standard Inclusions

The following services are included in your building automation service agreement with Trane (check all that apply*):

Services Included*	Labor and Materials for Covered Equipment
X	Scheduled Maintenance Labor
X	Scheduled Maintenance Parts and Materials
X	Repair Labor
X	Repair Parts and Materials
	Overtime Repair Labor
	Emergency On-Site Services
	Other

Scope of Services:

1. **One (1) Annual Maintenance Inspection – HVAC Mechanical Equipment**
2. **Eight (11) Monthly Maintenance Inspections – HVAC Mechanical Equipment**
3. **Two (2) Semi-Annual Maintenance Inspections – HVAC Building Automation System - VariTrac**

** Please see the following pages for the equipment list and schedule of services completed during each inspection.*

WE MAKE BUILDINGS WORK BETTER FOR LIFE.™

TRANE
Building Services

TRANE SERVICE AGREEMENT FOR BAS AND HVAC EQUIPMENT

Building Automation System - Standard Inclusions

Trane VariTrac System (Main Building)

System Analysis and Review

Trane will review the building automation system to minimize software problems identify and correct programming errors, failed points, points in alarm and points that have been overridden. Software optimization improves system efficiency, assures compliance to specified conditions, and reduces the risk of costly and disruptive system problems. Regularly scheduled on-site visits by Trane technicians also provide the opportunity to meet with on-site operators, review the system and address any questions or concerns they may have.

Tracer Database Backup

Throughout the year, changes are continuously being made to the database in response to energy efficiency, occupant comfort or operator interface issues. Trane maintains current and archived backups of primary controller database to expedite system recovery and restoration to the last known set-up following a catastrophic event.

Software Service Pack Updates

The latest service pack updates will be downloaded and installed to the existing software version when available. This assures the software is always up to date with the current versions that enhance usability and functionality.

Control Loop Tuning

Loop Tuning assures the system is operating at peak performance for the upcoming season. Operators may make manual changes during the heating or cooling season to accommodate current comfort requirements. During Control Loop Tuning, any changes that were made in previous months are reviewed and adjusted to accommodate changing seasonal conditions. The operation of mechanical loop components is verified, as well.

Sequence of Operation Verification

Sequence of Operation Verification assures the system is operating as intended. During this assessment, unreleased manual overrides are discovered, scheduling discrepancies are corrected, and appropriate set point values are evaluated.

Operator Coaching

During regularly scheduled visits, Trane technicians will work with on-site operators to develop their skills and proficiencies to help ensure they understand how to effectively use the system.

©2017 Trane All rights reserved

TRANE
Building Services

Repair and Replacement Parts and Labor

Trane will provide labor and/or materials to repair or replace failed or worn specified components of the BAS to maintain peak operating condition, and to reduce the financial burden of unexpected replacement and emergency repairs. Suspected faulty components may be repaired or replaced to proactively avert system interruptions.

Emergency On-site Response

With emergency on-site response, Trane responds to emergency service requests with a physical presence at the facility. Depending on the specific contractual coverage, the on-site dispatch will either be covered under the terms of the agreement or treated as a billable service call.

©2017 Trane All rights reserved

TRANE SERVICE AGREEMENT FOR BAS AND HVAC EQUIPMENT

HVAC Equipment - Standard Inclusions

Refrigerant Management

- Refrigerant Replacement at 0% of Charge per unit per year
- Trane Technicians will capture and track all refrigerant activity performed by Trane for each piece of Covered Equipment
- Refrigerant Usage Reports can be generated annually

Scheduled Maintenance

Scheduled number of specific service events and associated labor performed during Trane normal business hours as outlined in the Equipment Coverage and Services section of this Agreement. Basic materials and supplies determined necessary by the Trane Technician for the normal performance of Scheduled Maintenance are covered by the annual fee and include grease, cleaning solvents, and wiping cloths.

Laboratory Analysis

The Trane Chemical Laboratory performs routine analysis and trending of oil, absorption solutions, and refrigerants as required. Equipped with this knowledge and Trane's extensive experience we can identify and head off potential systems failures more definitively than service providers who depend on third party testing laboratories.

Specified System Repair Coverage

Covers the cost of all required repairs to maintainable components on the systems specified during Trane normal business hours. Non-specified equipment repairs will be invoiced separately on a time and materials basis.

Overtime repair labor for emergency failures (outside of Trane regular business hours) will be invoiced separately on a time and materials basis.

©2017 Trane All rights reserved

TRANE
Building Services

TRANE SERVICE AGREEMENT FOR BAS AND HVAC EQUIPMENT

Equipment Coverage and Services

Equipment Tag / Type	Model Number	Serial Number
CHILLER #1	RTAA1004XJ01B3C0BFGQ	U98C06633
CHILLER #2	RTAA1004XJ01B3C0BFGQ	U98C06634
CHILLED WATER AHU #1 (Ozone Bldg)	39SHK09BXLL63MB5XF	1714R43535
CHILLED WATER AHU #2 (Ozone Bldg)	39SHK09BXLL63MB5XF	1714R43534
AIR HANDLING UNIT 5T (Main Bldg)	TWE060A100EL	9352PC1BD
AIR HANDLING UNIT 10T (Main Bldg)	TWE120B300EL	8402L2LBD
AIR HANDLING UNIT 10T (Main Bldg)	TWE120B300EL	8435LMKBD
AIR HANDLING UNIT 2.5T (Main Bldg)	CBX40UHV-30-230-6-03	1613L08706
CONDENSING UNIT (Main Bldg)	2TWA3060A4000AA	9351Y122F
CONDENSING UNIT (Main Bldg)	2TWA3060A4000AA	9351Y3M2F
CONDENSING UNIT (Main Bldg)	2TWA3060A4000AA	9351Y4G2F
CONDENSING UNIT (Main Bldg)	2TWA3060A4000AA	9352LAT2F
CONDENSING UNIT (Main Bldg)	2TWB3060A1000AA	93333GG2F
CONDENSING UNIT (Main Bldg)	XP16-024-230-11	5814L03695
BUILDING AUTOMATION SYSTEM (Main Bldg)	VariTrac	N/A
ROOFTOP PACKAGE UNIT (Main Bldg – MCC)	TSC120E4R	103410721L
ROOFTOP PACKAGE UNIT (Main Bldg – MCC)	TSC120E4R	103411365L
AIR HANDLING UNIT (Wewahootee Plant)	WBEA-21	TM239603883
CONDENSING UNIT (Wewahootee Plant)	2TTB2042A1000	4243SHP3I
AIR HANDLING UNIT (Wewahootee Plant)	WBEA-14	TM079600571
CONDENSING UNIT (Wewahootee Plant)	TTB024C100A2	5295PS95F
MINI-SPLIT SYSTEM (Wewahootee Plant)	RAV-SP180KRT-UL	32600031
AIR HANDLING UNIT	TWE024C14FA0	N0810T31V
CONDENSING UNIT	TTP024C100A3	N082TBFUE
AIR HANDLING UNIT	TWE030C140F1	N29348XIV
CONDENSING UNIT	TTP030C100A0	N263YFXFF
AIR HANDLING UNIT	TWE018C14FA0	N301WKWIV
CONDENSING UNIT	TTP018C100A2	N283P8RFF
AIR HANDLING UNIT	TWE024C14FA0	N301WMXIV
CONDENSING UNIT	TTP024C100A3	N2912Y3FF
AIR HANDLING UNIT	TWE024C14FA0	N301WN7IV
CONDENSING UNIT	TTP024C100A3	N291M9YFF
BARD ROOFTOP PACKAGE UNIT	P1130A1	172N991297497-1
CONDENSING UNIT (Taylor Creek)	TTP024C100A3	N284TPKFF
AIR HANDLING UNIT (Taylor Creek)	TWE030C140F1	N29348A1V
CONDENSING UNIT (Filter Gallery)	TTA120D400	12282T54YA
AIR HANLDING UNIT (Filter Gallery)	TWE120D300	13171K6WBA
CONDENSING UNIT (Filter Gallery)	TTA120D400	1231569DYA
AIR HANLDING UNIT (Filter Gallery)	TWE120D300	13171LC3BA

WE MAKE BUILDINGS WORK BETTER FOR LIFE.™

©2017 Trane All rights reserved

TRANE SERVICE AGREEMENT FOR BAS AND HVAC EQUIPMENT

Pricing and Acceptance

Attention:
Tim Dyar
Chief of Maintenance

Site Address:
Claude H. Dyal Water Treatment Plant
28400 State Road 520
Christmas, FL 32709

Trane Service Agreement

This Service Agreement for Building Automation System and equipment consists of the pages beginning with the page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Customer over non-contract customers.

Term

The initial term of this Service Agreement is one (1) year, beginning **October 01, 2017** and expiring **September 30, 2018**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below. Following expiration of the initial term on September 30, 2018, this Agreement shall renew automatically for successive periods of one (1) year until terminated as provided herein.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Term	Annual Amount USD	Payment Term
Oct 1, 2017 – Sept 30, 2018	$58,125*	Quarterly

**** The above pricing is based upon the Brevard County Facilities Management Request for Proposal for Countywide HVAC Maintenance & Repair Services (RFP # P-6-16-02).***

☐ A one-time 3.00 % discount is offered for full payment of one year in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. Please check the box for this option.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

Submitted By: **Jason Aki**
Cell: (321) 228-8865
Office: (407) 660-1111
Proposal Date: October 5, 2017

_____

CUSTOMER ACCEPTANCE

_____
Authorized Representative

_____
Printed Name

Title _____

Purchase Order _____

Acceptance Date _____

TRANE ACCEPTANCE
Trane U.S. Inc.

_____
Authorized Representative

_____
Title

_____
Signature Date

WE MAKE BUILDINGS WORK BETTER FOR LIFE.™

TRANE
Building Services

Terms and Conditions (Service)

"Company" shall mean Trane U.S. Inc. for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

3. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

4. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

5. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

6. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

7. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

8. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof;



TRANE
Building Services

(g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Trane. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

9. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE ENERGY AND BUILDING PERFORMANCE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.**

10. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

11. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

12. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

13. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability $2,000,000 per occurrence

TRANE
Building Services

Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

14. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

16. Remote Connectivity. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment or other building systems, and to diagnose and remotely make repairs at Customer's request. The Intelligent Services, including any reports and other information Company provides, are intended to provide operational assessments and recommendations. **Electronic Monitoring.** Any electronic monitoring Company performs is undertaken solely to enable Company to collect the data and perform any analysis included in Company's Services. Customer agrees that Company is not liable for inability to perform and/or losses that may occur in cases of malfunction or nonfunctioning of communications equipment, HVAC and other equipment, the energy management system, failure to identify equipment or system performance issues, failure to recommend corrective action, or otherwise related to the monitoring of Customer's equipment and building systems. **Data Collected.** Customer hereby grants to Company the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data Company collects from Customer. Company shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data Company will collect from Customer will not include any personal or individual information. Upon Customer's written request, Company will endeavor to provide an electronic copy of data collected from Customer, subject to availability. For Energy and Building Performance Services (except Energy Assessments and digital assessments), Company will use commercially reasonable efforts to store Customer's data for up to 18 months. Company cannot guarantee the availability of the data. **Data Privacy and Security.** Company has implemented various security measures for the purpose of protecting Customer's data against accidental or unlawful access, unauthorized disclosure, loss, destruction, and alteration. Customer is responsible for maintaining the confidentiality of Customer's user name(s) and password(s). Customer is responsible for all uses of Customer's password(s), whether or not authorized by Customer. Customer must inform Company immediately of any unauthorized use of Customer's user name(s) or password(s). Transmission of data over the Internet by its nature entails the use of systems under the control of third parties, and as a result Company cannot ensure total control of the security of such systems. Company will take commercially reasonable efforts to ensure that data and other configuration parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the Internet restricts Company from offering any guarantee of the privacy or confidentiality of information relating to Customer passing over the Internet. In gaining access via the Internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at Customer's own risk. Company will notify Customer of any breach in security of which Company become aware. Any breach in privacy of which Customer become aware should be reported by Customer to Company immediately. Company does not disclose Customer's information to third parties for their marketing purposes, but Company does use third party software and services to assist Company with collecting and analyzing information. Company may also disclose Customer's information if required to do so by law, in which case, Company would inform Customer of such disclosure.

17. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

18. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights In the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

19. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect**

©2017 Trane All rights reserved

TRANE
Building Services

sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

20. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue: (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0415)
Supersedes 1-26.130-7 (1114)



©2017 Trane All rights reserved

TRANE
Building Services

Appendix



Safety
Customer Service
Flows

WE MAKE BUILDINGS WORK BETTER FOR LIFE.™

TRANE
Building Services

Safety



Trane's Safety Standard

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

Proven Safety Success

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane Injury Rates v. Industry Competitors

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction).Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

Safety Tools, Training & Expertise

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
  -Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – Trane provides full complement of fall arrest and fall restraint equipment for each technician.

Safety Tools, Training & Expertise (continued)

- Ergonomics – Custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.
- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. Environmental Protection Agency (EPA) rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

Management Leadership and Commitment

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

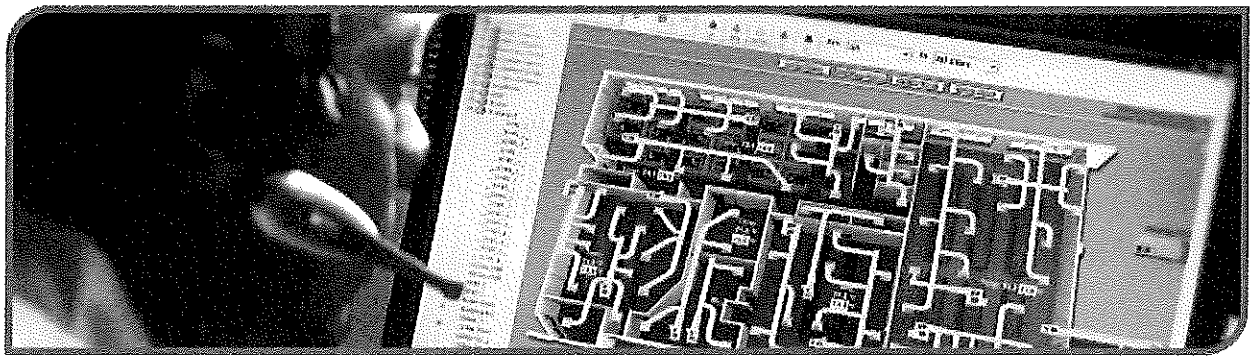
- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – Ensure that they are fully implemented.
- Safety and environmental performance – Tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – Implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – Use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – Mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – Annual checking driving records of employees who drive company vehicles. Jobsite Safety Equals Customer Value

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.

TRANE SERVICE AGREEMENT FOR BAS AND HVAC EQUIPMENT

Customer Service Flows



The following Customer Service Flows provide additional service description detail for Covered Equipment.
Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites.

Service 1: Air Cooled Condenser Annual Inspection
Description

- Lock Out Tag Out Condenser
- Electrical Inspection-Unitary
- Leak Test Inspection (Positive Pressure)
- Condenser Coil Check
- Condenser Physical Fan Check
- Remove Lock Out Tag Out and Restore Power
- Manual Log

Service 2: Air Cooled Condenser Monthly Inspection
Description

- Lock Out Tag Out Condenser
- Condenser Coil Check
- Unitary Visual Equipment Inspection
- Remove Lock Out Tag Out and Restore Power

Service 3: Odyssey Annual Inspection
Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO
- Bearing Lubrication
- Condensate Drip Pan Treatment
- Condenser Coil Cleaning (Light Commercial)
- Meg Supply Fan Without VFD
- Meg Compressor Motor
- Electrical Inspection
- Condenser Fan Check (Odyssey)
- Start Up Seasonal Cooling

Service 4: Odyssey Monthly Inspection
Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO

Service 5: Precedent Annual Inspection
Description

- Unitary Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Evaporator Coil Cleaning, No LOTO
- Condensate Drip Pan Treatment
- Supply Fan Inspection
- Condenser Fan Check
- Bearing Lubrication
- Filter Inspection And Change
- Electrical Inspection
- Check Damper - M Series, BYC
- Seasonal Cooling Start Up
- Log Unit

Service 6: Precedent Monthly Inspection
Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO
- Filter Inspection And Change
- Condensate Drip Pan Treatment
- Log Unit (Unitary)

Service 7: RTAA Annual (Water Coil Cleaning)
Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Lock Out Tag Out At Main Disconnect
- Electrical Inspection (RTA*)
- Compressor Starter Inspection (Wye-Delta Closed Transition) Series R Air Cooled
- Flow/Differential Mechanical Switch Check
- Remove Lock Out Tag Out At Main Disconnect
- Condenser Fans Check RTA* Per Circuit
- Visual Condenser Coil Check
- Oil Level Check Per Compressor
- Oil Analysis Per Compressor
- Low Temperature Sensor Calibration
- Control Panel Calibration Check
- Leak Test Inspection (Positive Pressure)
- Coil Cleaning Water (Applied)
- Start Unit
- Compressor Check (HeliRotor Compressors)
- Compressor And Oil Separator Heater Check
- Manual Log With Electronic Device
- Complete Required Paper Work

Service 8: RTAA Monthly Inspection
Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics

- Condenser Fans Check RTA* Per Circuit
- Visual Condenser Coil Check

Service 9: Split System Air Handler Annual Inspection (Includes Condenser)
Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Filter Inspection and Change (Generic)
- Supply Fan and Motor Inspection (Direct Drive)
- Electrical Inspection (Air Handler NTP)
- Log Unit (NTP Air Handler)
- Lock Out Tag Out Condenser
- Condenser Coil Check (Generic)
- Coil Cleaning Solution
- Condenser Physical (One) Fan Check (Generic Condensing Unit)
- Electrical Inspection (Light Commercial Condensing Unit)
- Log Unit (NTP Cooling)

Service 10: Split System Air Handler Monthly Inspection (Includes Condenser)
Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Direct Drive)
- Filter Inspection and Change (Generic)
- Condensate Drip Pan Inspection and Treatment
- Visual Electrical Inspection
- Generic Check Delta T
- Log Unit (NTP Air Handler)

Service 11: Building Automation System Analysis and Review
Description

- System Controller Inspection
- Verify System Software Programming
- System Back-Up
- Customer Review

Clarifications of Work Performed

This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service	Description	Not Performed on Site

Legislation Details (With Text)

File #:	17-483	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	11/1/2017			**In control:**	City Council
On agenda:	11/14/2017			**Final action:**	
Title:	Approve a Commercial Property Enhancement Program (CPEP) Grant Application request totaling $5,000.00 in matching grant funding for the property located at 1003 N. Cocoa Boulevard, and authorize the City Manager to sign all subsequent documents and agreements. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Reso 2016-66 (Cocoa Commercial Property Enhancement Program) 1003 N. Cocoa Blvd LLC - Dr. Leon Cohen CPEP Application 1003 N. Cocoa Blvd LLC - Roof Estimate 1003 N. Cocoa Blvd LLC - Site Photographs 1003 N. Cocoa Blvd LLC Contract Draft				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 1, 2017
Agenda Date: November 14, 2017
Prepared By: Larry J. Lallo, Economic Development Manager
Through: Karen D. Hamilton, Community Services Director
Requested Action:
Approve a Commercial Property Enhancement Program (CPEP) Grant Application request totaling $5,000.00 in matching grant funding for the property located at 1003 N. Cocoa Boulevard, and authorize the City Manager to sign all subsequent documents and agreements.

BACKGROUND:

On June 28, 2016, the City implemented the Commercial Property Enhancement Program (CPEP), pursuant to Resolution No. 2016-66, to improve the aesthetics and economic order of the community, thereby promoting the public interest, by making matching grants to property owners of commercial property within the Major Transportation Corridors of the City. A further objective of the CPEP is to upgrade and preserve the aesthetic appearance and structural integrity of commercial buildings in the Major Transportation Corridors. The permanent property improvements funded through CPEP reduces blight and generates private investment interest.

The property under consideration for this grant application, is located at 1003 N. Cocoa Boulevard, and owned by 1003 N. Cocoa Boulevard, LLC, c/o Dr. Leon A. and Pauline Cohen of 375 N.

Courtenay Pkwy, Merritt Island Florida. The subject property was previously leased to Auto City, which went out of business in 2016. The property is in violation of the Cocoa Property Maintenance Code, and particularly is in urgent need of a replacement roof. The property is undergoing moderate exterior and interior repairs by the Lessee, Dakota's Detail and Auto Center, which is owned by Dennis and Stephanie Carder Gallon. The applicant indicates they will be replacing the roof and fascia; installing a new air conditioner (although not an eligible expenditure), cleaning up and painting the exterior and interior of the building and enhancing the landscaping.

Dakota's Detail and Auto Center, has been operating in the Federal Consent Decree Area, on two contiguous parcels. The Automotive Repair and Service operations of the business, operates as a non-conforming zoning use, located at 126 Factory Street, Cocoa Florida, on Parcel Number 24-36-33-80-13-2. The Auto Detailing and Washing operations has been operating, in noncompliance with the Federal Consent Decree and Zoning Code, on a residential vacant lot (RU-2-10), Parcel Number 24-36-33-80-13-1, owned by Aaron Reninger. After receiving a citation by the Code Enforcement Division for operating a business on a residentially zoned lot, the Office of Economic Development was asked to assist the business owners with finding a new location in an appropriate zoning district.

CPEP funding is non-competitive and provided on "first-come, first-ready" basis, contingent on grant funding. The grant award will:

- Serve as a catalyst for business expansion
- Create three - five full time job equivalents;
- Provide for occupancy of a vacant building;
- Improve the image of the US 1 Corridor;
- Preserve the tax value of the real estate;
- Encourage $5,000 in contributory lessee sweat equity; and create $20,000 in repairs and improvements to the property by the owner, with enhancements totaling approximately $25,000.

Improvements are expected to result in a safe, decent, sanitary structure, with an improved curb appeal that will enhance and upgrade the image of the US1 Corridor. Staff supports the request for the improvements proposed for the real estate located at 1003 N. Cocoa North Cocoa Boulevard.

Staff recommends approval based on the applicant's expressed improvements to be made as well as repairing the fence on the western boundary or removing it and providing a landscape buffer between the property and the railroad right of way. Additionally, the applicant should address the existing pole mounted sign. As these additional improvements will prevent and address future code enforcement concerns and increase the aesthetic appeal of the US1 Corridor.

STRATEGIC PLAN CONNECTION:

This item is directly connected to the Economic Development and Community Development strategic issues. It will also indirectly influence all other strategic issues.

BUDGETARY IMPACT:

Budgeted Yes

Amount Requested	$5,000.00
Account Number	001-3205-559.48-11
Account Name	Business Assistance Program

PREVIOUS ACTION:

On June 28, 2016, Council adopted Resolution #2016-66 providing for processes, program guidelines, and eligibility requirements of the Commercial Property Enhancement Program.

RECOMMENDED MOTION:

Staff recommends approval of a Commercial Property Enhancement Program (CPEP) Grant Application request totaling $5,000.00 in matching grant funding for the property located at 1003 N. Cocoa Boulevard, and authorize the City Manager to sign all subsequent documents and agreements, based on the applicant's expressed improvements to be made as well as repairing the fence on the western boundary or removing it and providing a landscape buffer between the property and the railroad right of way. Additionally, the applicant should address the existing pole mounted sign.

powered by Legistar™

RESOLUTION NO. 2016 -66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, ESTABLISHING A NEW CITY OF COCOA COMMERCIAL PROPERTY ENHANCEMENT PROGRAM; MAKING LEGISLATIVE FINDINGS OF PUBLIC PURPOSE; PROVIDING FOR ELIGIBILITY AND GRANT REQUIREMENTS; PROVIDING APPLICATION REQUIREMENTS AND PROCESSING PROCEDURES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is vested with broad municipal home rule powers granted by s. 2(b), Art. VIII of the Florida Constitution which would include the power to provide economic incentives to businesses within the City of Cocoa

WHEREAS, section 166.021(8), Florida Statutes provides that the Legislature has determined that there is a need to enhance and expand economic activity within municipalities by attracting and retaining business enterprises; and

WHEREAS, section 166.021(8)(c) also expressly provides that the expenditure public funds for economic development activities, including, but not limited to, developing or improving local infrastructure, and making grants to private enterprises for the expansion of businesses existing in the community or the attraction of new businesses to the community constitutes a public purpose; and

WHEREAS, the intent and purpose of this Resolution is to establish a Commercial Property Enhancement Program for the City of Cocoa, which will authorize the City to provide matching grant funds to encourage private investment and improvements to the exterior frontage of commercial properties located on major transportation corridors in Cocoa; and

WHEREAS, the objective of the Commercial Property Enhancement Program is to enhance and improve the street view of the built environment from the public perspective, making Cocoa more competitive in attracting new businesses and retaining existing businesses; and

WHEREAS, the City Council finds and declares that it is in the public's best interest to award economic development incentives to commercial entities within the City with primary frontage on U.S. 1, S.R. 520, S.R. 524, Fiske Boulevard, Dixon Boulevard, and Clearlake Road as part of the overall strategic economic development policy of the City; and

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

Section 1. Recitals; Title. The foregoing recitals are affirmed and incorporated as part of this Resolution as legislative findings of the City Council of Cocoa. Upon adoption, this Resolution may be referred to as the "City of Cocoa Commercial Property Enhancement Program (hereinafter sometimes referred to as the "**CPEP**")."

Section 2. Adoption of Guidelines and Procedures. The City Council hereby adopts the following guidelines and procedures for the CPEP as follows:

I. Eligibility. In order for a property to be eligible for consideration of a grant under this Resolution, the property must have (1) an existing commercial use upon the property and (2) must have its primary frontage along at least one of the following roads:

- U.S. 1
- S.R. 520
- S.R. 524
- Fiske Boulevard
- Dixon Boulevard
- Clearlake Road (collectively, "**Major Transportation Corridors**").

Further, each of the following additional requirements shall apply for a property to be eligible for a grant under this Resolution:

(a) The property shall not be a residential property nor include a home-based business.

(b) The business and/or property owner shall be in good standing and have all required licenses, to include a City of Cocoa Business Tax Receipt.

(c) New construction is ineligible.

(d) Not-for-profit entities are ineligible unless engaged in commercial lease with a for-profit business.

(e) Properties located within a Community Redevelopment Area (CRA) are ineligible unless there are no funds available through the CRA in which the property is located during the fiscal year the application is submitted.

(f) Applications for grant funds may be made by: (1) the owner of a building; or (2) the lessee of a building, in which case the lessee must provide an affidavit of the building owner indicating the building owner's consent to the program.

(g) All contracts for enhancement work must be in compliance with all applicable federal, state, and City of Cocoa laws, rules and regulations.

(h) If an eligible property has current code violations, the violations must be brought into compliance prior to reimbursement of funds.

(i) Any existing City liens must be satisfied prior to reimbursement of funds.

(j) Recipients shall apply for all required permits within sixty (60) days of grant award.

(k) Recipients shall be awarded a maximum of one (1) grant per fiscal year. Recipients may not apply for additional grant(s) until the current grant application has been closed out by the City and any grant reimbursement funds have been distributed to the recipient by the City.

II. Eligible Improvements. If a commercial property is eligible for consideration of a grant under this Resolution, potential grant funding may be available for the purpose of making any of the following listed improvements to the property, which improvements must be visible from a Major Transportation Corridor ("**Improvements**"):

i. Roof repair/replacement

ii. Installation of exterior permanent fixtures to include decorative lighting, fencing, and architectural features

iii. Exterior facade restoration

iv. Exterior painting

v. Replacement of windows/glazing and doors

vi. Signage

vii. Awnings or canopies over doors, windows, or walkways

viii. Landscaping enhancements

ix. Asphalt removal/replacement and repaving/restriping

x. Irrigation system and installation

xi. Dumpster enclosures.

III. Grant Award Requirements and Award Amounts. Grant awards shall be subject to the following minimum requirements:

a. ***Minimum Investment Requirement:*** The recipient is required to make a ten-thousand dollar minimum investment ("**Minimum Investment Requirement**") of which five-thousand dollars may be made in the form of Sweat Equity Contributions. The remaining five-thousand dollar matching amount required to be paid by the recipient under the CPEP in order to receive reimbursement from the City shall be based solely on out-of-pocket costs incurred by the recipient. This matching amount may not include Sweat Equity Contributions.

i. ***Five Thousand Dollar Reimbursement:*** Provided the applicant has met the Minimum Investment Requirement, eligible properties may receive up to five thousand dollars ($5,000.00) from the City on a 50/50 matching fund basis for the purpose of making Improvements to the property, as such Improvements are defined in section II, herein.

ii. ***Reduction in building permit fees:*** In the event the recipient exceeds the Minimum Investment Requirement by 100%, thereby expending a minimum of twenty thousand dollars ($20,000.00) on Improvements to the eligible property ("**Greater Investment Option**"), the City will provide the recipient with a fifty percent (50%) waiver of building permit fees. Five-thousand dollars of the Greater Investment Option may be made in the form of in-kind contributions by the recipient and/or internal work performed by the recipient and recipient's employees, and other similar contributions in the sole discretion of the City ("**Sweat Equity Contributions**").

b. All grant awards shall be subject to a written agreement between the City and the grant recipient ("Grant Agreement"). The Grant Agreement shall be in a form approved by the City Attorney and City Manager. Grant Agreements shall not be binding upon the City unless the written agreement is approved by the City Council and executed by the City Manager or Mayor in a manner consistent with the requirements of this Resolution. Oral representations made by any City official regarding the CPEP shall be nonbinding upon the City.

c. Grants shall be paid by the City on a reimbursement basis unless otherwise provided in this Section III, provided the recipient has demonstrated to the City Manager that the terms and conditions of the Grant Agreement have been fully complied with by the recipient.

d. Improvements covered by the Grant Agreement must comply with applicable laws and shall only be reimbursed if the City's Building Official has certified that the Building Department has inspected and accepted the improvements completed by the recipient. The recipient(s) must comply with all requirements of the City of Cocoa for obtaining permits and approvals of the work, including building permits, sign permits, certificates of occupancy, certificate of completion, and any other related approvals and permits. Work of any kind started or performed without proper permits, sealed plans (any structural improvements requiring sealed plans) and specifications, if applicable, are not eligible for program assistance.

e. The City's Office of Economic Development must confirm and verify that the recipient has fully completed and paid for the improvements subject to the Grant Agreement. Verification shall require that, at a minimum, the recipient has provided to the City copies of all applicable receipts, invoices, payment documentation, and releases of liens.

f. Construction must be completed within six (6) months from permit issuance or notice to proceed. One (1) extension of up to three (3) months may be granted by the Community Services Director, in his or her discretion, upon written request by the recipient.

h. Grants shall be subject to forfeiture and refund to the City if : (i) the recipient fails to maintain program eligibility requirements set forth in Section I of this Resolution for a period of time equal to two (2) years from the date that grant funds were actually provided by the City; or (ii) the recipient materially defaults on the requirements set forth in the Grant Agreement.

IV. Application Requirements.

a. Completed grant applications will be processed on a first come, first served basis. Completed grant applications shall be submitted to the Office of Economic Development for the City of Cocoa, 65 Stone Street, Cocoa, FL 32922 on a form approved by the City Manager and shall be accompanied with the following minimum information, if applicable:

i. Copy of deed or other proof of ownership of the commercial property subject to the application, along with an ownership and encumbrance report prepared by a title company. If the recipient is a tenant or lessee of the property, an affidavit of property owner's consent to the enhancement improvement application is also required.

ii. Copy of certificate of good standing issued by the State of Florida evidencing the business is authorized to do business in the State.

iii. Boundary Survey for the commercial property.

iv. Copy of business tax receipt issued by the City of Cocoa or a written statement certifying that the business owner shall make application for, and obtained, a business tax receipt prior to any grant award being paid by the City.

v. Color photographs and slides illustrating the current condition of the area at which the improvements are being proposed.

vi. Estimates, quotes or bids for all costs associated with the proposed improvements including a breakdown of all material and labor costs and contractor and professional fees required to make the improvements.

vii. Complete written description and illustrative sketches of all work to be performed.

viii. Copy of any lease agreement(s) for any building tenants or occupants on the property affected by the proposed improvements.

ix. Proof of property taxes paid on the property proposed for improvement, including current year's taxes, if due, and prior years.

x. Photos to include close-up of property front view; block front view of same side of street; and block front view across the street from the property.

xi. Conceptual photos or designs for how the property will appear following completion of enhancements.

b. Incomplete applications, or applications for reimbursement for improvements that were already completed, will not be processed by the City. If an application is deemed incomplete or the City requires additional information in order to process the application, the applicant will be notified and afforded an opportunity to correct the deficiency and provide additional information. Once the City staff determines and application is complete and eligible for potential grant funding, the following will occur:

i. The Commercial Property Enhancement Committee ("**Committee**"), made up of City staff members, shall review the application according to the criteria and requirements established under this Resolution and shall provide a written recommendation to the City Council in the form of an Agenda Item. The

Committee is authorized to establish scoring criteria and sheet for purposes of formulating their recommendation.

ii. City staff, with the assistance of the City Attorney, will prepare a draft Grant Agreement for the City Council's consideration if the staff recommendation is to approve the grant application.

iii. City Council shall not be bound by the Committee's recommendation. City Council, in its sole discretion, may consider the recommendation of the Committee and any proposed Grant Agreement and either approve, approve with modifications, or deny the application by majority vote, and determine whether any funds will be made available to the applicant. No precedent shall be implied or inferred by any decision of the City Council pursuant to this Resolution.

V. Supplemental Incentives. Any grant award approved under this Resolution shall be deemed supplemental to any other economic development incentive program offered by the City. Nothing herein shall be construed or interpreted as requiring the City Council to budget and appropriate any funds to the CPEP. Any and all such appropriations shall be made at the sole discretion of the City Council.

Section 3. State Reporting Requirements. Pursuant to Section 166.021(8)(e), Florida Statutes, City staff shall report annually to the State of Florida, Office of Economic and Demographic Research detailing any economic development incentives in excess of $25,000 given to any business during the City's previous fiscal year. The City's report shall be on a form prescribed by the Office of Economic and Demographic Research

Section 4. Repeal of prior inconsistent resolutions. All prior inconsistent resolutions or any parts thereof in conflict herewith are hereby repealed to the extent of the conflict.

Section 5. Severability. Should any section or provision of this resolution or any portion hereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

Section 6. Effective date: This Resolution shall become effective immediately upon its adoption by the City of Cocoa, Florida.

(Signature Page Follows)

Adopted at a Regular Meeting of the City of Cocoa, Florida, assembled this 28th day of June, 2016.

Henry U. Parrish, III, Mayor

SEAL

ATTEST: **Carie Shealy, City Clerk, CMC**

THE CITY OF COCOA
OPEN FOR BUSINESS

OFFICE OF ECONOMIC DEVELOPMENT
Community Services Department
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8525 | Fax: (321) 433-8526

COMMERCIAL PROPERTY ENHANCEMENT PROGRAM
APPLICATION

Applicant Name: LEON A. COHEN

Applicant Telephone Number: (321) 453-3420 E-Mail: LEON1942@AOL.COM

Mailing Address: 375 S. COURTENAY PKWY, MERRITT ISLAND, FL 32952 (CELL) 321-591-1643

Property Address: 1003 N COCOA BLVD, COCOA FL 32922

Property Owner Name: LEON A. COHEN Telephone: (321) 453-3420

Business Name (if applicable): 1003 N COCOA LLC 321-591-1643 (CELL)

Description of improvements to be made: REPLACE ROOF / FASCIA NEW AIR CONDITIONER, PAINTING, CLEAN-UP, LANDSCAPING, INTERIOR BUILDING REMODELLING

Total Project Cost: Approx - $25,000 to $30,000

Grant Funds Requested: $5,000.00

- ROOF REPLACEMENT
- AIR CONDITIONER REPLACEM
- REMODELLING OF EXISTING BUILDING + LANDSCAPING BY TENNANT, BETWEEN $5,000 & $10,000.

PLEASE ATTACH THE FOLLOWING:

- ☒ Copy of Deed/Proof of Ownership or Owner Authorization
- ☐ Copy of City Occupational/Business License (if applicable)
- ☐ Color Photographs/Slides of Current Condition
- ☐ Site Survey (required ONLY in the case of landscaping improvements)
- ☐ Estimates/quotes/bids for all costs associated with the project
- ☐ Complete, written scope of rehabilitation work
- ☐ Complete, written description of the projects ability to meet the design criteria for funding outlined on the third page of this application
- ☐ Proof of insurance coverage. (Please ask your insurance agent to send the Accord Form)

NOTE: TENNANT, STEPHANIE CARTER GALLOW WILL PROVIDE INSURANCE COVERAGE ON OCCUPATION CIE INSURANCE TO BE UNDERTAKEN BY BUSINESS OWNER

City of Cocoa
Commercial Property Enhancement Program

PROGRAM DESCRIPTION

The Commercial Property Enhancement Program (CPEP) is a performance-based reimbursement grant awarded to applicants to encourage private investment and improvements to the exterior frontage of commercial properties located on major transportation corridors in Cocoa. The CPEP is intended to enhance and improve the street view of the built environment from the public perspective, making Cocoa more competitive in attracting new business.

The City of Cocoa's Office of Economic Development will administer the Program and determine eligibility of applicants. A Commercial Enhancement Committee will review applications and make recommendations regarding proposed enhancements and the award of funding. The Program is subject to funding availability and is awarded on a first-come, first-ready basis. In no case may an applicant be reimbursed for improvements previously undertaken prior to grant approval. Grant funds will be disbursed on a reimbursement basis upon proof of receipts, proof of payment, and final inspection by the City of Cocoa's Building Division.

Eligible Properties

Commercial properties located within the city limits of Cocoa having frontage along the following roads, and in accordance with the Program Guidelines set forth below:

- US 1
- SR 520
- SR 524
- Fiske Boulevard
- Dixon Boulevard
- Clearlake Road

PROGRAM GUIDELINES

Grant Criteria

- Shall not be a residential property or home-based business.
- Business and/or property owner shall be in good standing and have all required licenses, to include a City of Cocoa Business Tax Receipt.
- New construction is ineligible.
- Not for Profits are ineligible unless engaged in commercial lease with a for-profit business.
- Properties located within a Community Redevelopment Area (CRA) are ineligible unless there are no funds available through the CRA in which the property is located.
- The property must be located within the City of Cocoa having frontage along one of the above roads.

- Applications for grant funds may be made by: (1) the owner of a building; or (2) the lessee of a building, in which case the lessee must be joined by an affidavit of the building owner with their consent to the program.
- All contracts for enhancement work must be in compliance with all applicable federal, state, and City of Cocoa code regulations.
- If an eligible property has current code violations, the violations must be brought into compliance prior to reimbursement of funds.
- Any existing City liens must be satisfied prior to reimbursement of funds.
- Applicants shall apply for all required permits within sixty (60) days of award.
- Applicants shall be awarded a maximum of one (1) grant per fiscal year.

Eligible Enhancements (Note: All enhancements must be substantially visible from an eligible roadway)

- Roof repair/replacement
- Installation of exterior permanent fixtures to include decorative lighting, fencing, and architectural features
- Exterior facade restoration
- Exterior painting
- Replacement of windows/glazing and doors
- Signage
- Awnings or canopies over doors, windows, or walkways
- Landscaping enhancements
- Asphalt removal/replacement and repaving/restriping
- Irrigation system and installation
- Dumpster enclosures

FUNDING

Grantee Contribution

The Program requires a minimum $10,000 investment by the Grantee. 50% percent of the minimum investment may be in the form of sweat equity contribution.

City Contribution

The City will provide matching funds in the amount of $5,000. Grantees with a minimum investment of $20,000 may receive building permit fee reduction up to 50% with City Council approval.

RENOVATION & CONSTRUCTION ASSISTANCE

A. The City will assist the applicant(s) with eligible costs toward the reimbursement of labor, materials, equipment, associated with improvements to the facility.
B. The applicant(s) must comply with all requirements of the City of Cocoa for obtaining permits and approvals of the work, including building permits, sign permits, certificates of occupancy, certificate of completion, and any other related approvals and permits. Work of any kind started

or performed without proper permits, sealed plans (any structural improvements requiring sealed plans) and specifications, if applicable, will not be eligible for program assistance.

C. Construction must be completed within six (6) months from permit issuance or notice to proceed. One (1) three (3) month extension may be granted by the Community Services Director upon written valid request by the grantee.

D. All construction must be inspected by the City's Building Division.

DOCUMENTS TO BE PROVIDED

1. Lease Agreements for any building tenants or occupants on the property and affected by the improvements.
2. Proof of ownership of the property. (If owned by corporation or company, provide copy of articles of incorporation or articles of organization and list of corporate officers and members).
3. Evidence of a free and clear title (i.e. ownership and encumbrance report)
4. If the applicant is a tenant or lessee of the property, property owner's consent to the enhancement improvement application is required.
5. Proof of property taxes paid on the property proposed for improvement, including current year's taxes, if due, and prior years.
6. Photos to include close-up of property front view; block front view of same side of street; and block front view across the street from the property. .
7. Conceptual photos or designs for how the property will appear following completion of enhancements.
8. Quotes or bids detailing enhancements and associated costs.

RESOLUTION NO. 2016 -66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, ESTABLISHING A NEW CITY OF COCOA COMMERCIAL PROPERTY ENHANCEMENT PROGRAM; MAKING LEGISLATIVE FINDINGS OF PUBLIC PURPOSE; PROVIDING FOR ELIGIBILITY AND GRANT REQUIREMENTS; PROVIDING APPLICATION REQUIREMENTS AND PROCESSING PROCEDURES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is vested with broad municipal home rule powers granted by s. 2(b), Art. VIII of the Florida Constitution which would include the power to provide economic incentives to businesses within the City of Cocoa

WHEREAS, section 166.021(8), Florida Statutes provides that the Legislature has determined that there is a need to enhance and expand economic activity within municipalities by attracting and retaining business enterprises; and

WHEREAS, section 166.021(8)(c) also expressly provides that the expenditure public funds for economic development activities, including, but not limited to, developing or improving local infrastructure, and making grants to private enterprises for the expansion of businesses existing in the community or the attraction of new businesses to the community constitutes a public purpose; and

WHEREAS, the intent and purpose of this Resolution is to establish a Commercial Property Enhancement Program for the City of Cocoa, which will authorize the City to provide matching grant funds to encourage private investment and improvements to the exterior frontage of commercial properties located on major transportation corridors in Cocoa; and

WHEREAS, the objective of the Commercial Property Enhancement Program is to enhance and improve the street view of the built environment from the public perspective, making Cocoa more competitive in attracting new businesses and retaining existing businesses; and

WHEREAS, the City Council finds and declares that it is in the public's best interest to award economic development incentives to commercial entities within the City with primary frontage on U.S. 1, S.R. 520, S.R. 524, Fiske Boulevard, Dixon Boulevard, and Clearlake Road as part of the overall strategic economic development policy of the City; and

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

Section 1. Recitals; Title. The foregoing recitals are affirmed and incorporated as part of this Resolution as legislative findings of the City Council of Cocoa. Upon adoption, this Resolution may be referred to as the "City of Cocoa Commercial Property Enhancement Program (hereinafter sometimes referred to as the **"CPEP"**)."

Section 2. Adoption of Guidelines and Procedures. The City Council hereby adopts the following guidelines and procedures for the CPEP as follows:

I. Eligibility. In order for a property to be eligible for consideration of a grant under this Resolution, the property must have (1) an existing commercial use upon the property and (2) must have its primary frontage along at least one of the following roads:

- U.S. 1
- S.R. 520
- S.R. 524
- Fiske Boulevard
- Dixon Boulevard
- Clearlake Road (collectively, **"Major Transportation Corridors"**).

Further, each of the following additional requirements shall apply for a property to be eligible for a grant under this Resolution:

(a) The property shall not be a residential property nor include a home-based business.

(b) The business and/or property owner shall be in good standing and have all required licenses, to include a City of Cocoa Business Tax Receipt.

(c) New construction is ineligible.

(d) Not-for-profit entities are ineligible unless engaged in commercial lease with a for-profit business.

(e) Properties located within a Community Redevelopment Area (CRA) are ineligible unless there are no funds available through the CRA in which the property is located during the fiscal year the application is submitted.

(f) Applications for grant funds may be made by: (1) the owner of a building; or (2) the lessee of a building, in which case the lessee must provide an affidavit of the building owner indicating the building owner's consent to the program.

(g) All contracts for enhancement work must be in compliance with all applicable federal, state, and City of Cocoa laws, rules and regulations.

(h) If an eligible property has current code violations, the violations must be brought into compliance prior to reimbursement of funds.

(i) Any existing City liens must be satisfied prior to reimbursement of funds.

(j) Recipients shall apply for all required permits within sixty (60) days of grant award.

(k) Recipients shall be awarded a maximum of one (1) grant per fiscal year. Recipients may not apply for additional grant(s) until the current grant application has been closed out by the City and any grant reimbursement funds have been distributed to the recipient by the City.

II. Eligible Improvements. If a commercial property is eligible for consideration of a grant under this Resolution, potential grant funding may be available for the purpose of making any of the following listed improvements to the property, which improvements must be visible from a Major Transportation Corridor ("**Improvements**"):

i. Roof repair/replacement

ii. Installation of exterior permanent fixtures to include decorative lighting, fencing, and architectural features

iii. Exterior facade restoration

iv. Exterior painting

v. Replacement of windows/glazing and doors

vi. Signage

vii. Awnings or canopies over doors, windows, or walkways

viii. Landscaping enhancements

ix. Asphalt removal/replacement and repaving/restriping

x. Irrigation system and installation

xi. Dumpster enclosures.

III. Grant Award Requirements and Award Amounts. Grant awards shall be subject to the following minimum requirements:

a. ***Minimum Investment Requirement:*** The recipient is required to make a ten-thousand dollar minimum investment ("**Minimum Investment Requirement**") of which five-thousand dollars may be made in the form of Sweat Equity Contributions. The remaining five-thousand dollar matching amount required to be paid by the recipient under the CPEP in order to receive reimbursement from the City shall be based solely on out-of-pocket costs incurred by the recipient. This matching amount may not include Sweat Equity Contributions.

i. ***Five Thousand Dollar Reimbursement:*** Provided the applicant has met the Minimum Investment Requirement, eligible properties may receive up to five thousand dollars ($5,000.00) from the City on a 50/50 matching fund basis for the purpose of making Improvements to the property, as such Improvements are defined in section II, herein.

ii. ***Reduction in building permit fees:*** In the event the recipient exceeds the Minimum Investment Requirement by 100%, thereby expending a minimum of twenty thousand dollars ($20,000.00) on Improvements to the eligible property ("**Greater Investment Option**"), the City will provide the recipient with a fifty percent (50%) waiver of building permit fees. Five-thousand dollars of the Greater Investment Option may be made in the form of in-kind contributions by the recipient and/or internal work performed by the recipient and recipient's employees, and other similar contributions in the sole discretion of the City ("**Sweat Equity Contributions**").

b. All grant awards shall be subject to a written agreement between the City and the grant recipient ("Grant Agreement"). The Grant Agreement shall be in a form approved by the City Attorney and City Manager. Grant Agreements shall not be binding upon the City unless the written agreement is approved by the City Council and executed by the City Manager or Mayor in a manner consistent with the requirements of this Resolution. Oral representations made by any City official regarding the CPEP shall be nonbinding upon the City.

c. Grants shall be paid by the City on a reimbursement basis unless otherwise provided in this Section III, provided the recipient has demonstrated to the City Manager that the terms and conditions of the Grant Agreement have been fully complied with by the recipient.

d. Improvements covered by the Grant Agreement must comply with applicable laws and shall only be reimbursed if the City's Building Official has certified that the Building Department has inspected and accepted the improvements completed by the recipient. The recipient(s) must comply with all requirements of the City of Cocoa for obtaining permits and approvals of the work, including building permits, sign permits, certificates of occupancy, certificate of completion, and any other related approvals and permits. Work of any kind started or performed without proper permits, sealed plans (any structural improvements requiring sealed plans) and specifications, if applicable, are not eligible for program assistance.

e. The City's Office of Economic Development must confirm and verify that the recipient has fully completed and paid for the improvements subject to the Grant Agreement. Verification shall require that, at a minimum, the recipient has provided to the City copies of all applicable receipts, invoices, payment documentation, and releases of liens.

f. Construction must be completed within six (6) months from permit issuance or notice to proceed. One (1) extension of up to three (3) months may be granted by the Community Services Director, in his or her discretion, upon written request by the recipient.

h. Grants shall be subject to forfeiture and refund to the City if : (i) the recipient fails to maintain program eligibility requirements set forth in Section I of this Resolution for a period of time equal to two (2) years from the date that grant funds were actually provided by the City; or (ii) the recipient materially defaults on the requirements set forth in the Grant Agreement.

IV. Application Requirements.

a. Completed grant applications will be processed on a first come, first served basis. Completed grant applications shall be submitted to the Office of Economic Development for the City of Cocoa, 65 Stone Street, Cocoa, FL 32922 on a form approved by the City Manager and shall be accompanied with the following minimum information, if applicable:

i. Copy of deed or other proof of ownership of the commercial property subject to the application, along with an ownership and encumbrance report prepared by a title company. If the recipient is a tenant or lessee of the property, an affidavit of property owner's consent to the enhancement improvement application is also required.

ii. Copy of certificate of good standing issued by the State of Florida evidencing the business is authorized to do business in the State.

iii. Boundary Survey for the commercial property.

iv. Copy of business tax receipt issued by the City of Cocoa or a written statement certifying that the business owner shall make application for, and obtained, a business tax receipt prior to any grant award being paid by the City.

v. Color photographs and slides illustrating the current condition of the area at which the improvements are being proposed.

vi. Estimates, quotes or bids for all costs associated with the proposed improvements including a breakdown of all material and labor costs and contractor and professional fees required to make the improvements.

vii. Complete written description and illustrative sketches of all work to be performed.

viii. Copy of any lease agreement(s) for any building tenants or occupants on the property affected by the proposed improvements.

ix. Proof of property taxes paid on the property proposed for improvement, including current year's taxes, if due, and prior years.

x. Photos to include close-up of property front view; block front view of same side of street; and block front view across the street from the property.

xi. Conceptual photos or designs for how the property will appear following completion of enhancements.

b. Incomplete applications, or applications for reimbursement for improvements that were already completed, will not be processed by the City. If an application is deemed incomplete or the City requires additional information in order to process the application, the applicant will be notified and afforded an opportunity to correct the deficiency and provide additional information. Once the City staff determines and application is complete and eligible for potential grant funding, the following will occur:

i. The Commercial Property Enhancement Committee ("**Committee**"), made up of City staff members, shall review the application according to the criteria and requirements established under this Resolution and shall provide a written recommendation to the City Council in the form of an Agenda Item. The

Committee is authorized to establish scoring criteria and sheet for purposes of formulating their recommendation.

ii. City staff, with the assistance of the City Attorney, will prepare a draft Grant Agreement for the City Council's consideration if the staff recommendation is to approve the grant application.

iii. City Council shall not be bound by the Committee's recommendation. City Council, in its sole discretion, may consider the recommendation of the Committee and any proposed Grant Agreement and either approve, approve with modifications, or deny the application by majority vote, and determine whether any funds will be made available to the applicant. No precedent shall be implied or inferred by any decision of the City Council pursuant to this Resolution.

V. Supplemental Incentives. Any grant award approved under this Resolution shall be deemed supplemental to any other economic development incentive program offered by the City. Nothing herein shall be construed or interpreted as requiring the City Council to budget and appropriate any funds to the CPEP. Any and all such appropriations shall be made at the sole discretion of the City Council.

Section 3. State Reporting Requirements. Pursuant to Section 166.021(8)(e), Florida Statutes, City staff shall report annually to the State of Florida, Office of Economic and Demographic Research detailing any economic development incentives in excess of $25,000 given to any business during the City's previous fiscal year. The City's report shall be on a form prescribed by the Office of Economic and Demographic Research

Section 4. Repeal of prior inconsistent resolutions. All prior inconsistent resolutions or any parts thereof in conflict herewith are hereby repealed to the extent of the conflict.

Section 5. Severability. Should any section or provision of this resolution or any portion hereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

Section 6. Effective date: This Resolution shall become effective immediately upon its adoption by the City of Cocoa, Florida.

(Signature Page Follows)

Adopted at a Regular Meeting of the City of Cocoa, Florida, assembled this 28th day of June, 2016.

Henry U. Parrish, III, Mayor

CITY COUNCIL CITY OF COCOA FLORIDA SEAL

ATTEST: **Carie Shealy, City Clerk, CMC**

DOCSMISS45 @ AOL.COM

LEON1942 @ AOL.COM.

LEON A. COHEN, M.D., P.A.

FAMILY & PEDIATRIC MEDICINE

ISLAND MEDICAL CENTER
375 S. COURTENAY PKWY., STE. #1 TELEPHONE
MERRITT ISLAND, FL 32952-4884 (407) 453-3420

ARTICLES OF ORGANIZATION FOR A FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I: NAME
The name of the Limited Liability Company is:

1003 N Cocoa LLC

ARTICLE II: Address
The mailing address and street address of the principal office of the Limited Liability Company is:

1003 N Cocoa Blvd
Cocoa, FL 32922

ARTICLE III: REGISTERED AGENT, REGISTERED OFFICE & REGISTERED AGENT SIGNATURE
The name and the Florida street address of the registered agent are:

Leon A Cohen
375 South Courtenay Pkwy Suite 1
Merritt Island, FL 32953

Having been named as registered agent to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S.

X Leon A Cohen

Leon A Cohen / Registered Agent's Signature

This signature must be that of the individual "signing" this document electronically or be made with the full knowledge and permission of the individual, otherwise it constitutes forgery under s.831.06 F.S.

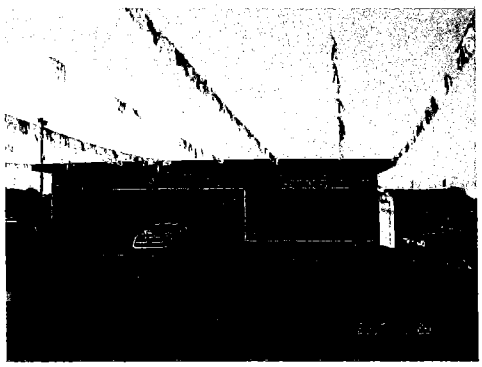
Brevard County Property Appraiser

Titusville • Merritt Island • Viera • Melbourne • Palm Bay

PROPERTY DETAILS

Phone: (321) 264-6700
https://www.bcpao.us

Account	2421013
Owners	1003 N Cocoa LLC
Mailing Address	375 S Courtenay Pkwy , Unit Ste 1 Merritt Island FL 32952
Site Address	1003 N Cocoa Blvd Cocoa FL 32922
Parcel ID	24-36-28-00-1
Property Use	2730 - Used Automobile Sales
Exemptions	None
Taxing District	23D0 - Cocoa
Total Acres	0.62
Subdivision	N/A
Site Code	0300 - U S 1
Plat Book/Page	N/A
Land Description	Part Of Secs 21 & 28 As Des IN Db 366 Pg 339 Ex Orb 244 Pg 442, Orb 780 Pg 348, Orb 1353 Pg 556



VALUE SUMMARY

Category	2017	2016	2015
Total Market Value	$124,730	$124,180	$109,620
Agricultural Market Value	$0	$0	$0
Assessed Value Non-School	$124,730	$120,580	$109,620
Assessed Value School	$124,730	$124,180	$109,620
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$124,730	$120,580	$109,620
Taxable Value School	$124,730	$124,180	$109,620

SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
03/08/2016	--	QC	Improved	7577/2721
02/13/2013	$54,300	QC	Improved	6800/0947
06/29/2006	$560,000	WD	Improved	5668/1520
06/16/1989	$135,000	WD	--	3002/2135
11/15/1985	$80,000	WD	--	2650/2369
12/17/1984	--	QC	--	2566/1503

BUILDINGS

PROPERTY DATA CARD #1

Building Use	Year Built	Story Height	Floors	Residential Units	Commercial Units
2730 - Used Automobile Sales	1962	13	1	1	0

Materials

Exterior Wall:	Enamel Steel , Painted Exterior
Frame:	Metalframe , Masnryconc
Roof:	Bu-Tg/Mmbrn
Roof Structure:	Wood Truss

Sub Areas

Base Area (1st)	1840
Open Porch	255
Total Base Area	1840
Total Sub Area	2095

Extra Features

Fence: Chain Link 6'	261

Additional Extra Features

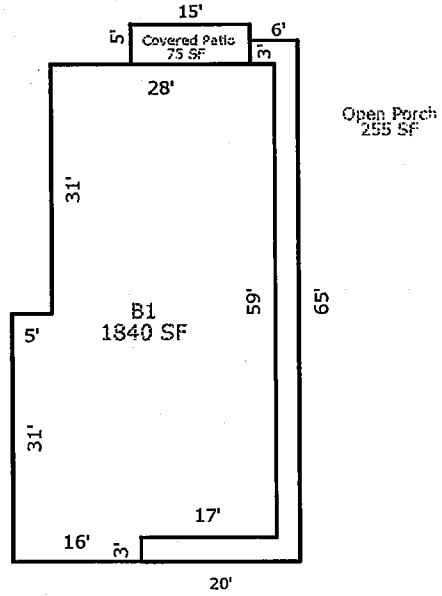
No Data Found

SKETCH/AREA TABLE ADDENDUM

SUBJECT

PARCEL ID **2421013**		
CITY	STATE	ZIP
PERMIT # **8/16/11**		
MARKET AREA		
APPRAISER NAME **JXS**		

IMPROVEMENTS SKETCH



Scale: 1" = 12'

AREA CALCULATIONS

AREA CALCULATIONS SUMMARY

Code	Description	Factor	Net Size	Perimeter	Net Totals
B1	B1	1.00	1840	190	1840
OP	Open Porch	1.00	255	176	255
CVPRT	Covered Patio	1.00	75	40	75

Comment Table 1	
Comment Table 2	Comment Table 3

Enhancement Work Write Up:

Work Item No.	Description	Estimate	Contractor
1	Remove Rotted Roof Sheeting and Gutter and Downspout, Repair/Replace Roof and Gutter and Downspout to meet Cocoa Code Requirements		
2	Install new 3 Ton A/C Unit and Repair as needed the Existing Heating Unit and Ductwork		
3	Inspect Electrical System and Repair and Replace all defective breakers and fixtures and wiring		
4	Inspect repair and replace plumbing and potable water, storm and sanitary drains as needed		
5	Repair/Replace Water Fixtures to parking area and body shop area		
6	Scape and Paint all building Trim to match the structure		
7	Paint window frames		
8	Inspect and Repair or replace existing hydraulic vehicle lift system		
9	Repair and Seal and Stripe Parking Area		
10	Repair/restore electric and install new lighted signage at the Street		
11	Remove and replace existing Security System		
12	Inspect, repair and replace electric garage door and opener		
13	Clean, Scrape and Paint Building as needed		
14	Clean up exterior debris, and vegetative overgrowth		
15	Remove oil barrels to EPA approved disposal site		
16	Repair/Replace damaged Ceiling Panels		

This instrument prepared by/
record and return to:

Laura J. Cohen, Esq.
Bennardo Levine, LLP
1860 NW Boca Raton Boulevard
Boca Raton, FL 33432

This Quit Claim Deed, executed this 8th day of March, 2016, by **Pauline A. Cohen, a married woman, joined by her husband Leon A. Cohen,** whose post office address is 780 Avocado Drive, Merritt Island, Florida 32953-4319, "Grantor", to **1003 N Cocoa LLC,** a Florida limited liability company, whose post office address is 1003 N. Cocoa Boulevard, Cocoa, Florida 32922, "Grantee".

Witnesseth: That the said Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the Brevard County, Florida, to wit:

PARCEL 1:

A tract of land situation in Section 28, Township 24 South, Range 36 East, and in the City of Cocoa, Brevard County, Florida, described as follows:

From a point on the West line of the right of way of the Dixie Highway (U.S. Highway #1, State Road #5) of the South line of lot 9, of the Crestview Subdivision (as shown by the plat of said subdivision recorded in Plat Book 8, Page 47, Public Records of Brevard County, Florida) projected, run the West line of the Dixie Highway Northerly 711.27 feet to the South line off an unnamed street, thence run Northerly on the West line of the right of way of the Dixie Highway aforesaid to a point which is 50 feet North of the South line of said unnamed street, and is on the North line of said street and which is the point of beginning of the land herein described. From the said point of beginning for a first course run Northerly and on the West line of the right of way of the Dixie Highway, a distance of 754.60 feet to the point of intersection of the said Dixie Highway (U.S. Highway #1, State Road #5) on the Westerly side by the right of way of the Florida East Coast Railway, and on the South side by an unnamed street. Together with all the right, title and interest of the parties of the first part in and to the unnamed street situated on the South of the land herein described. Except land as described in O.R. Book 29, Page 48.

PARCEL 2:

**A parcel of land lying in the Northwest 1/4 of Section 28, Township 24 South, Range 36 East, City of Cocoa, Brevard County, Florida being more particularly described as follows:
**
Commence at the intersection of the North line of a certain street known as Crestview Road, 50.0 feet wide, extended, and line 53.0 feet Westerly (as measured at right angles) from the centerline of the State Road No. 5 (U.S. No. 1) as presently located, said point being 759.46 feet Northerly (as measured parallel with said centerline) of the intersection of Westerly projection of South line of Lot 9, Crestview Subdivision, as per Plat Book 8, Page 47 and said line 53.0 feet westerly from the centerline of State Road No. 5 (U.S. No. 1); thence Westerly along said line 53.0 feet Westerly of and parallel to said centerline of State Road No. 5 (U.S. No. 1) a distance of 300.0 feet for the point of beginning; thence for a first course, run Northerly along the West Right of Way line of State Road No. 5 (U.S. No. 1), a distance of 200.0 feet to a point; then for a first course, run northerly along the West Right of Way line of State Road No. 5 (U.S. No. 1), a distance of 200.0 feet to a point; thence for a second course, run Westerly, parallel with the North Right of Way of said Crestview Road, a distance of 55.60 feet to a point on the East Right of Way of Florida East Coast Railroad; thence for a third course, run southerly along the East Right of Way of said railroad, a distance of 189.35 feet to a point on said East railroad Right of Way; thence for a fourth course, run easterly, parallel to the second course, 94.32 feet to the point of beginning.

Property Identification No. 24-36-28-001 & 24-36-28-00-17

To Have And To Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

THIS QUIT CLAIM DEED IS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH

In Witness Whereof, Grantor hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered as to both in presence of:

Witness signature

Nancy Barnhouse
Printed name

Witness signature

Wanda K Frazier
Printed name

PAULINE A. COHEN

LEON A. COHEN

STATE OF FLORIDA)
): ss
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 8th day of MARCH, 2016, by PAULINE A. COHEN and LEON A. COHEN, who have [ ] produced _____ as identification or who are [X] personally known to me.

Notary Public

My Commission Expires:

BARBARA M. BUCKHOLZ
MY COMMISSION # EE 857147
EXPIRES: December 28, 2016
Bonded Thru Budget Notary Services

1003 N. Cocoa Blvd



01/19/2017

BREVARD COUNTY TAX COLLECTOR
Lisa Cullen, CFC

2017 Roll Details — Real Estate Account At 1003 N COCOA BLVD, COCOA

Print this page

Real Estate Account #2421013 | Parcel details | Latest bill | Full bill history

Pay All: $2,685.77

2017	2016	2015	2014	...	2005
$2685.77 due	PAID	PAID	PAID		PAID

Get Bills by Email | **Pay this bill: $2,685.77**

Owner: 1003 N Cocoa LLC
375 S Courtenay PKWY Ste 1
Merritt Island, FL 32952-4868
Situs: 1003 N COCOA BLVD
COCOA

Account number: **2421013**
Alternate Key: 2421013
Millage code: 23D0
Millage rate: 18.5653

Assessed value: 124,730
School assessed value: 124,730

Location is not guaranteed to be accurate. **GIS - Property Appraiser**

2017 Annual bill — View

Ad valorem: $2,315.66
Non-ad valorem: $482.02
Total Discountable: 2797.68
No Discount NAVA: 0.00
Total tax:

Legal description

PART OF SECS 21 & 28 AS DES IN DB 366 PG 339 EX ORB 244 PG 442, ORB 780 PG 348, ORB 1353 PG 556

Location

Geo number: 24 3628-00-1
Township: 24
Range: 36
Section: 28

Block: 1
Use code: 2730
Total acres: 0.620



© 1997–2017, Grant Street Group. All rights reserved.

Help - Contact us - Terms of service - Tax Collector home

Powered by
GRANT STREET GROUP
Software That Works

BREVARD COUNTY TAX COLLECTOR
Lisa Cullen, CFC

Bill History — Real Estate Account At 1003 N COCOA BLVD, COCOA

Print this page

Real Estate Account #2421013 | Parcel details | Latest bill | Full bill history

Get Bills by Email

Amounts as of 10/24/2017

Bill	Balance			
		Pay all: $2,685.77		
2017 Annual Bill	$2,685.77	Pay this bill: $2,685.77		Print (PDF)
2016 Annual Bill	$0.00	11/28/2016	Paid $2,663.63 Receipt #223-17-00000749	Print (PDF)
2015 Annual Bill	$0.00	12/02/2015	Paid $2,534.27 Receipt #214-16-00000454	Print (PDF)
2014 Annual Bill	$0.00	02/04/2015	Paid $2,559.99 Receipt #800-15-00003265	Print (PDF)
2013 Annual Bill	$0.00	02/13/2014	Paid $2,504.67 Receipt #2014-1106022	Print (PDF)
2012 Annual Bill	$0.00	04/15/2013	Paid $2,830.67 Receipt #2013-1112527	Print (PDF)
2011 Annual Bill	$0.00	02/09/2012	Paid $2,543.69 Receipt #2012-5025341	Print (PDF)
2010 Annual Bill	$0.00	03/01/2011 *Effective 02/28/2011*	Paid $2,626.25 Receipt #2011-1107453	Print (PDF)
2009 Annual Bill	$0.00	03/05/2010 *Effective 03/04/2010*	Paid $2,821.37 Receipt #2010-9206558	Print (PDF)
2008 Annual Bill	$0.00	03/31/2009 *Effective 03/30/2009*	Paid $2,899.83 Receipt #2009-9072715	Print (PDF)
2007 Annual Bill	$0.00	01/25/2008	Paid $2,713.26 Receipt #2008-1214621	Print (PDF)
2006 Annual Bill	$0.00	12/08/2006 *Effective 11/30/2006*	Paid $2,750.20 Receipt #2007-9085370	Print (PDF)
2005 Annual Bill	$0.00	11/28/2005	Paid $2,517.04 Receipt #2006-1401093	Print (PDF)
Total Balance	$2,685.77	Pay all: $2,685.77		

VISA MasterCard AMERICAN EXPRESS Cards DISCOVER NETWORK e-check

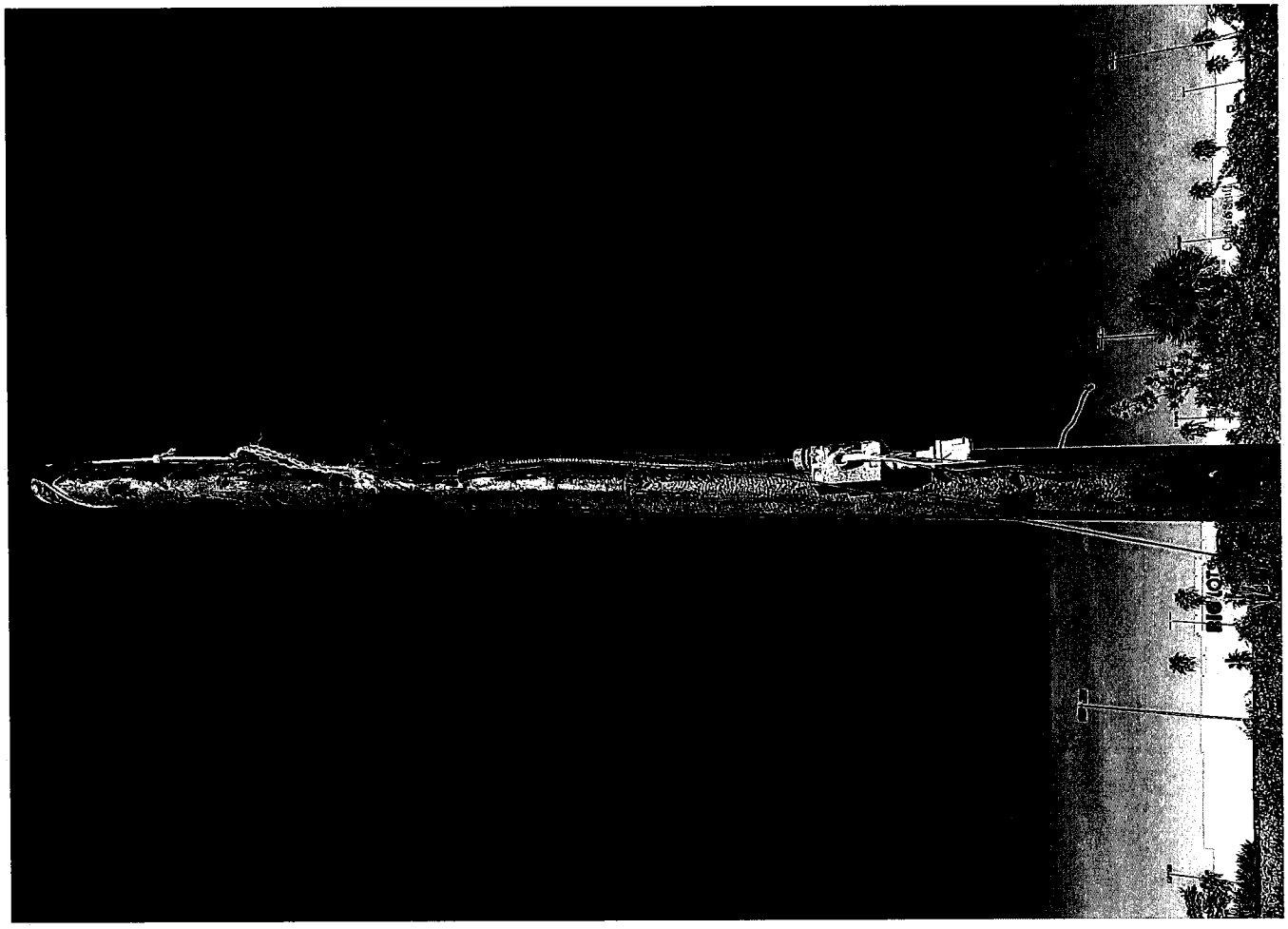
© 1997–2017, Grant Street Group. All rights reserved.

Powered by
GRANT STREET GROUP
Software That Works

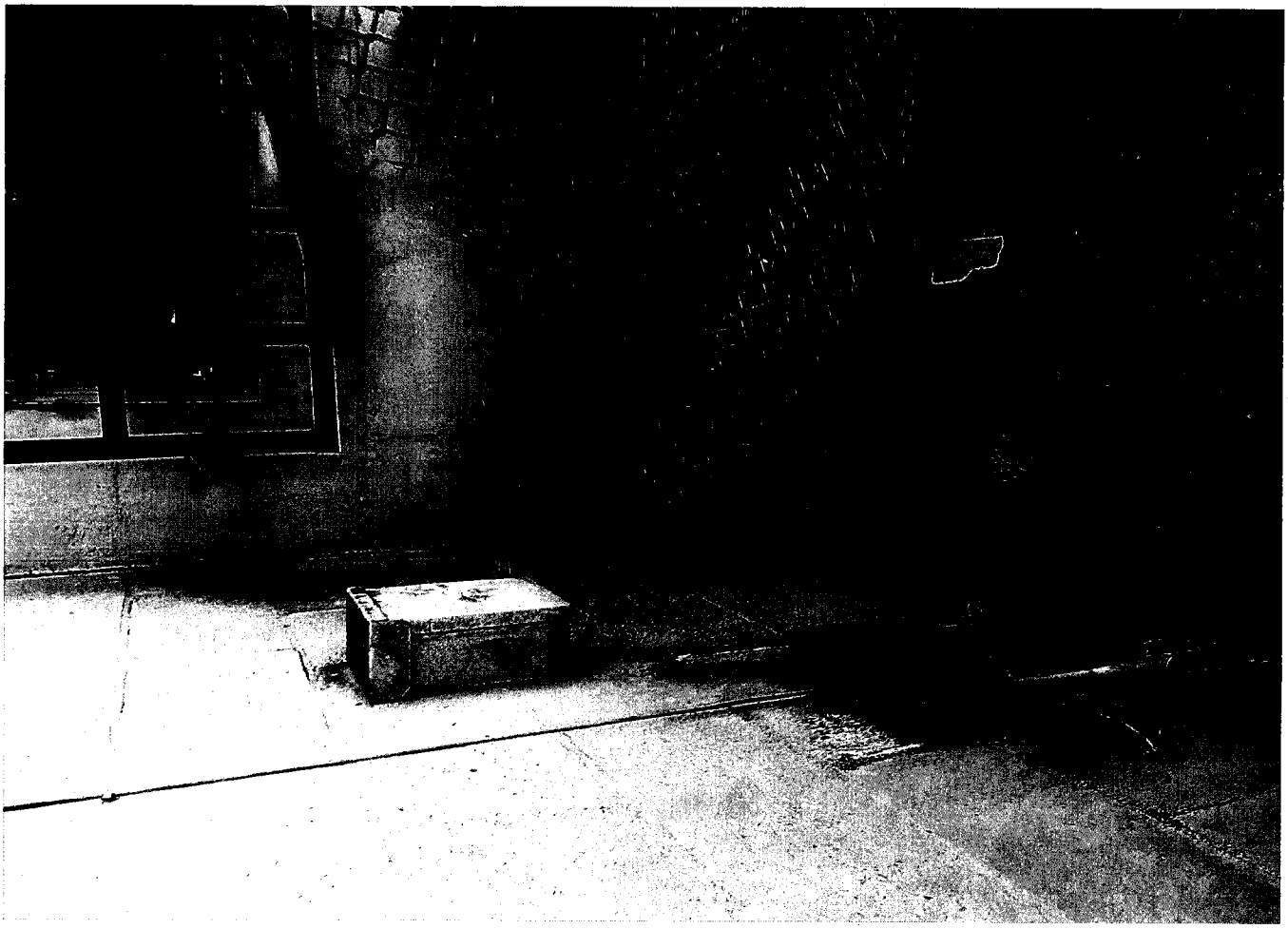

COMPLETE CAR CARE

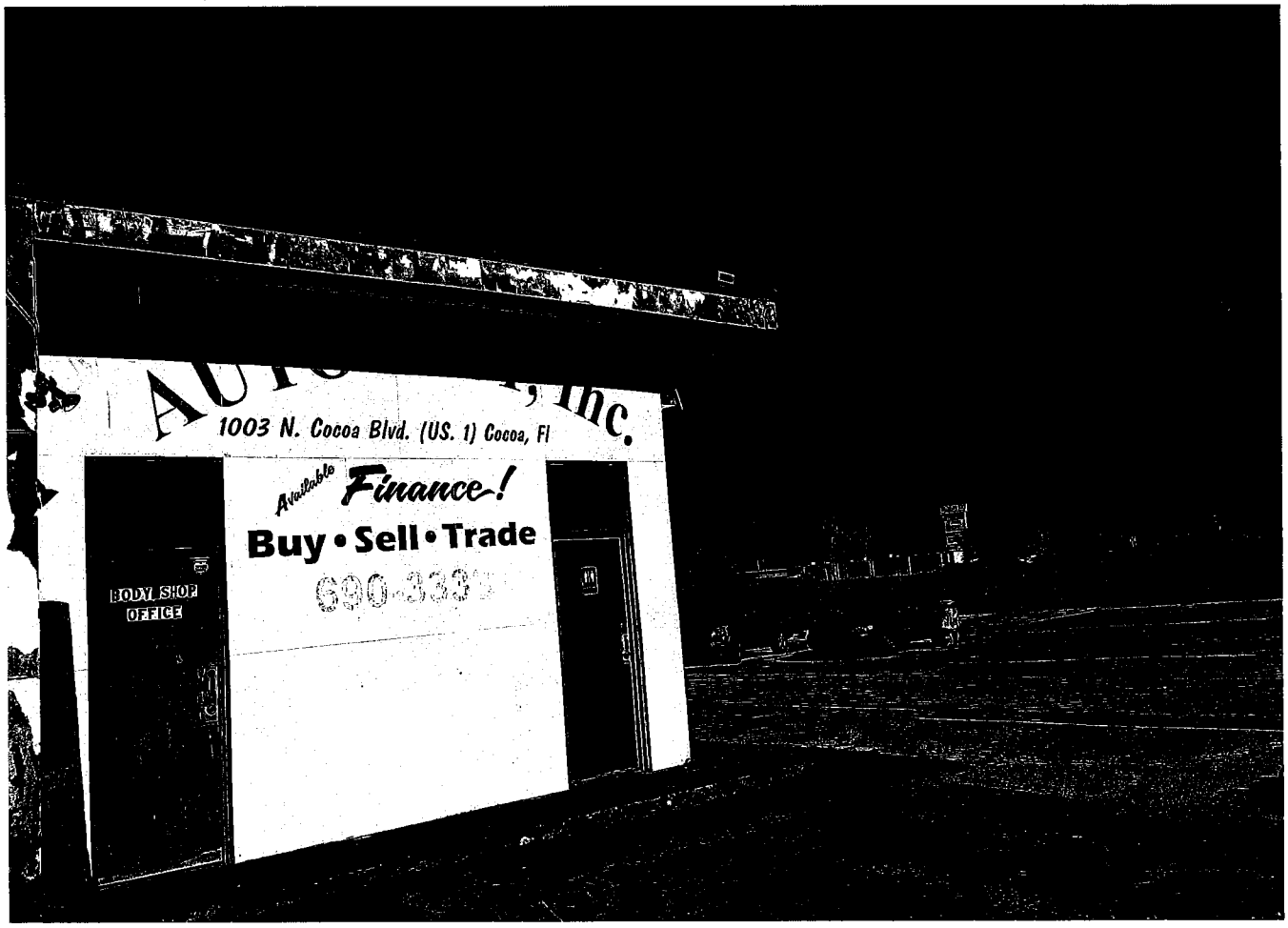

COMPLETE CAR CARE

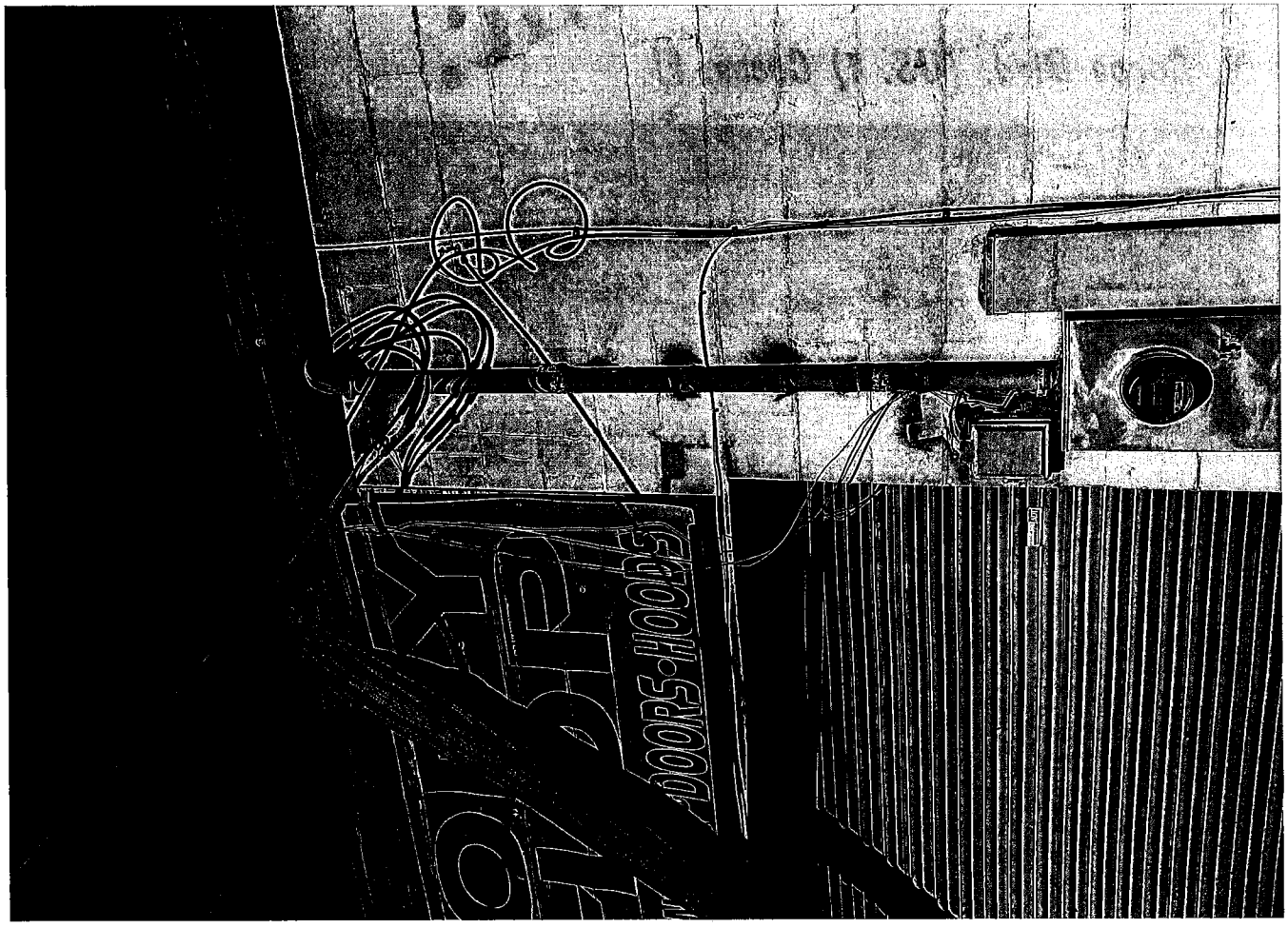

1003 N. Cocoa Blvd. (US. 1)
Financing Available!
Buy • Sell • Trade
LOWEST LABOR RATES!
$60 an hour
FREE DIAGNOSTIC
Feel the Heat?
Get Your A/C System Serviced Here
POSTED





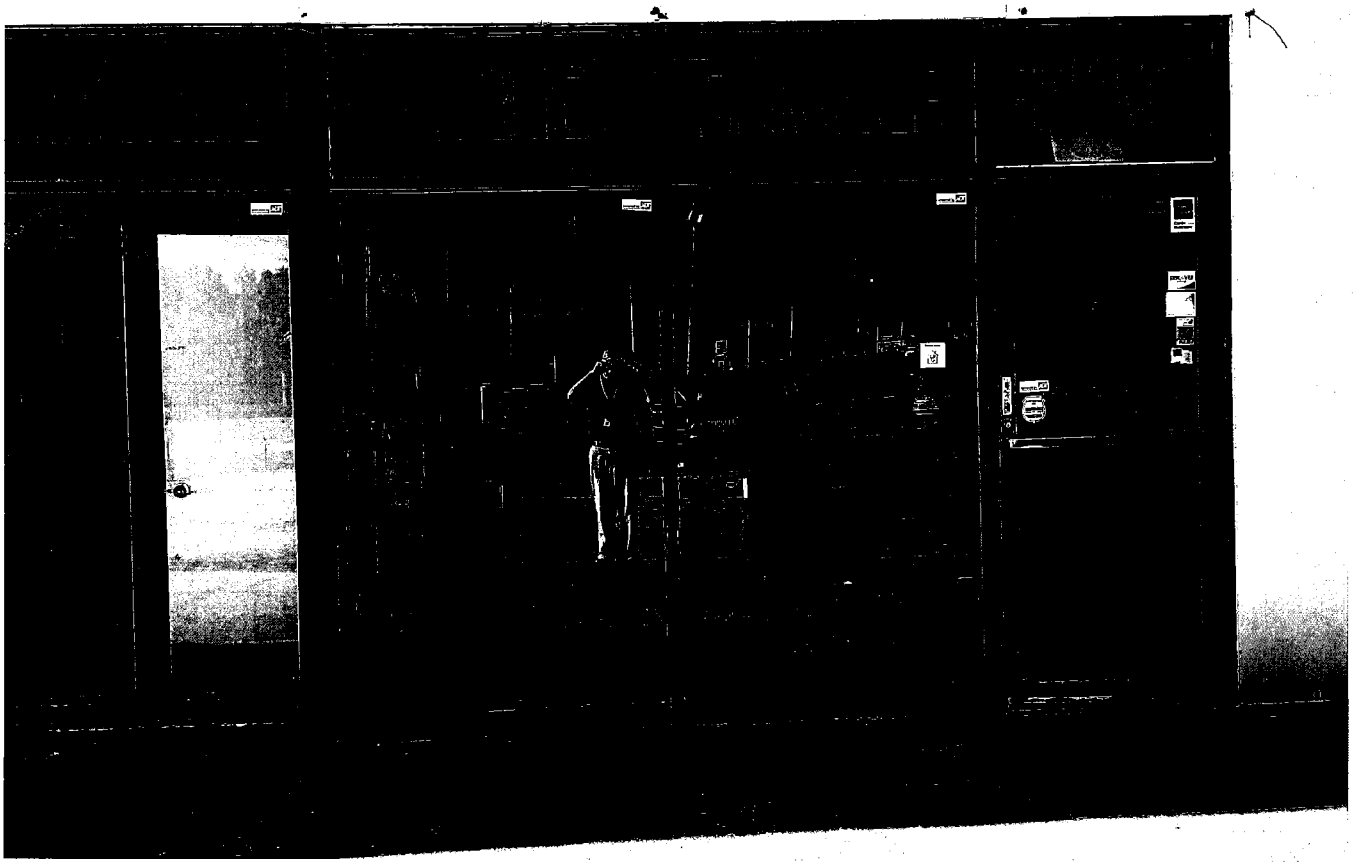



1003 N. Cocoa Blvd. (US. 1) Cocoa, Fl
Available Finance-!
Buy • Sell • Trade
BODY SHOP
OFFICE


DOORS·HOODS



3 N. Cocoa Blvd. (US. 1) Cocoa, Fl



October 19, 2017

Lease Agreement Between:

1003 N. Cocoa LLC, represented by Leon A. Cohen of 375 S. Courtenay Pkwy. Suite #1, Merritt Island, Florida 32952, (321) 453-3420,

and

Dakota's Auto & Detail Center, 1003 N. Cocoa Blvd., Florida, 32922, represented by President Dennis Gallon and Vice President Stephanie Carter Gallon, home address 1281 Estridge Drive, Rockledge, Florida 32955, (321) 213-3950.

Re: Leasing of building, property and lot at 1003 N. Cocoa Blvd., Cocoa, Florida 32922.

The following conditions will apply:

1. Building and lot will be leased "as is" except for repairs or replacement of roof and air conditioner to be done by the landlord.
2. Landlord will not be responsible for any repairs, remodeling or improvements to the building, lot or property at any time, now or in the future, including but not restricted to known damage to toilets and bathrooms.
3. Tenant will undertake necessary repairs to the building and be responsible for the upkeep and maintenance of the building and property in terms of county and city regulations.
4. Tenant will be responsible for all required and appropriate insurance coverage to the building, lot and property.
5. The lease will be effective from November 1, 2017, and will be in effect for a period of 14 months.
6. Rental will be $500 (five hundred dollars) per month for November 2017 and December 2017 starting on November 1, 2017, and then $1,250.00 (one thousand two hundred and fifty dollars) per month from January to December 2018 payable on the first day of each month.

Signed

Leon A. Cohen, M.D.

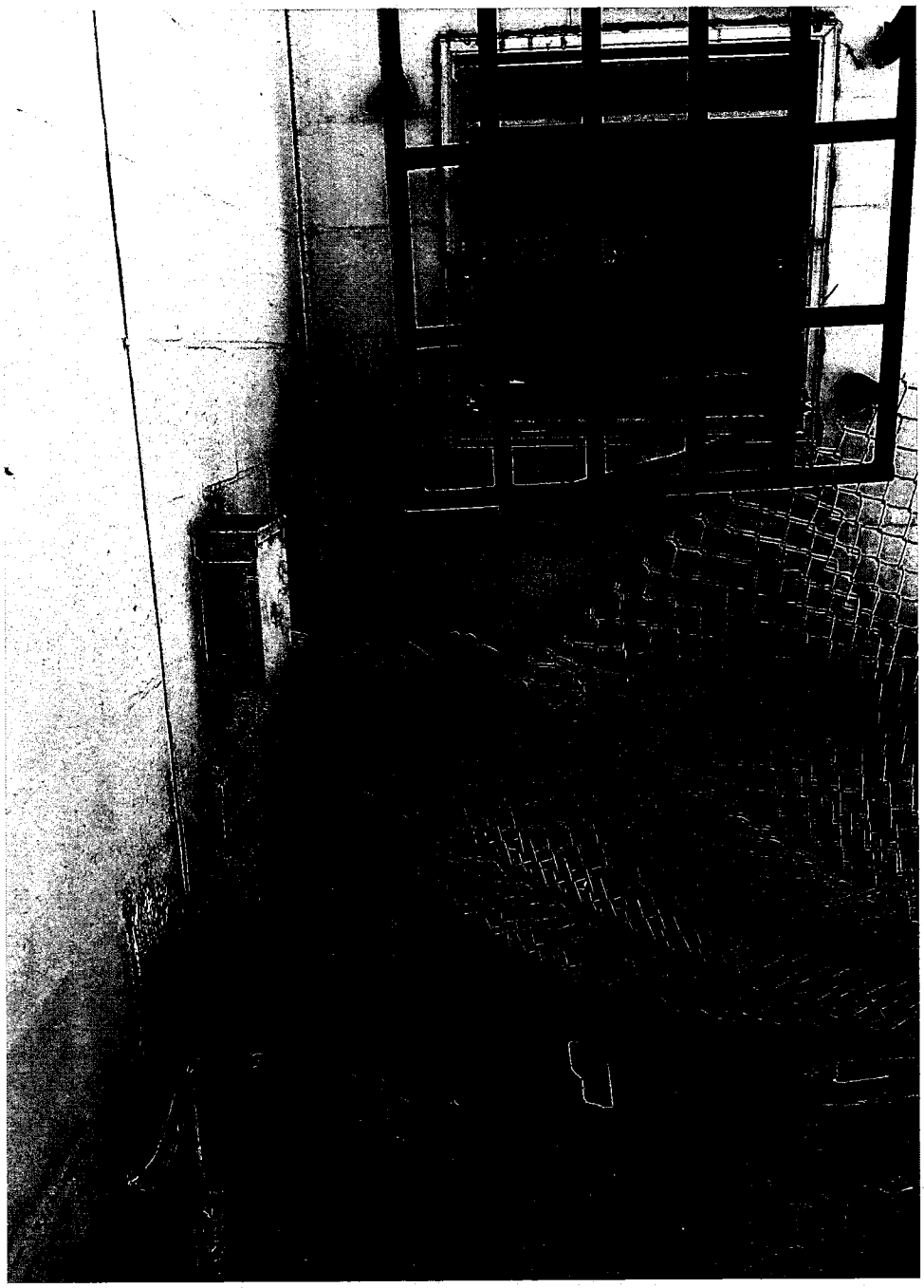
Dennis Gallon

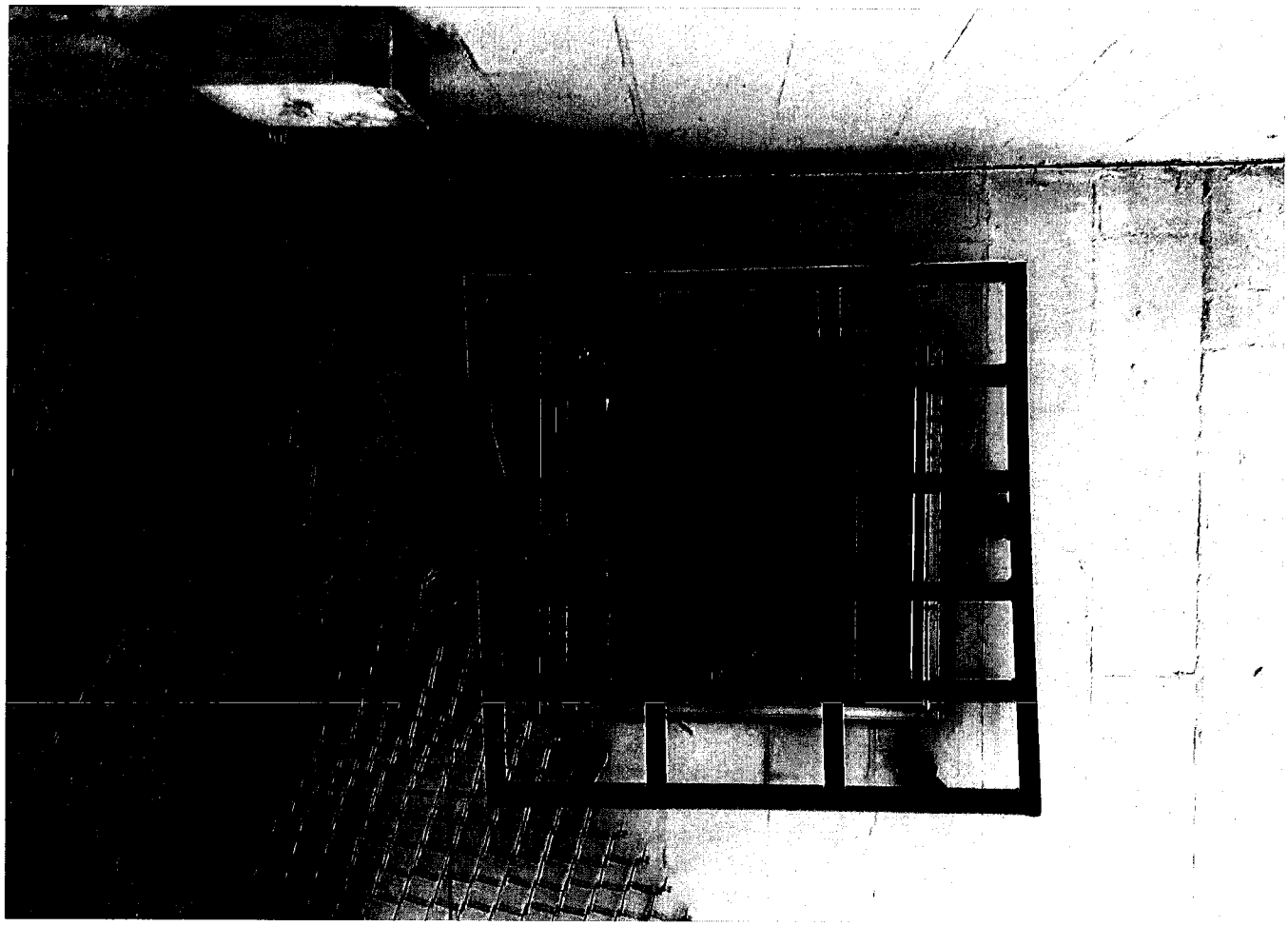
Stephanie Carter Gallon

Date 10/20/17

Dec. 20, 2017

Continued







PROPOSAL

PHIL LOWERRE, SR.
3655 Canaveral Groves Blvd.
Cocoa, FL 32926-6832
State Certified Roofing Contr.
CCC #057999

Phone/Fax (321) 632-8621

TO: LEON COHEN
780 AVOCADO DR.
MERRITT ISLAND, FL. 32953
leon1942@aol.com

PHONE	DATE
321-453-3420-OFFICE	OCT.9, 2017
JOB NAME / LOCATION	
1003 N. COCOA BLVD. COCOA, FL. 32922	
JOB NUMBER	JOB PHONE
	321-591-1643-CELI

We hereby submit specifications and estimates for:

[LABOR AND MATERIAL]

REMOVE, TARPS, LOOSE DEBRIS, DAMAGED DECKING, DAMAGED FASCIA AND TAKE AWAY.

INSTALL, NEW HYDRO STOP WATERPROOFING ROOFING SYSTEM.

APPLY, HYDRO STOP FOUNDATION COAT OVER ENTIRE DECK SYSTEM.

EMBED, NON WOVEN POLYESTER FABRIC INTO FOUNDATION COAT.

APPLY, HYDRO STOP SATURATION COAT OVER FABRIC.

APPLY, TWO (2) COATS OF HYDRO STOP PREMIUM WHITE FINISH COAT.

PRICE.....**$ 10,600.00**

ALLOWENCE, UPTO $ 1,500.00 FOR DAMAGED FASCIA,CEILING JOIST, RAFTERS AND DECKING.

ANY OTHER DAMAGED LUMBER, OWNER WILL BE NOTIFIED OF EXTRA COAST.

HYDRO STOP ROOFING SYSTEMS CARRIE A FIFTEEN (15) YEAR RENEWABLE WARRANTY.
ALL INSTALLATIONS GUARANTEED FOR THREE (3) YEARS

We Propose hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of:
TWELVE THOUSAND ONE HUNDRED----------/XX dollars ($ 12,100.00).

Payment to be made as follows:
$ 4,100.00 DOWN ON CONTRACT
$ 8,000.00 BALANCE PLUS EXTRAS ON COMPLETION

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within THIRTY (30) days.

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

Signature _____

Signature _____

Date of Acceptance: _____

To Reorder:
800-225-6860 or neba.com

PRODUCT 12126 FOLD AT (A) TO FIT COMPANION 771 DOUBLE ENVELOPE PRINTED IN U.S.A. B

ALL BREVARD AIR & HEAT
SALES · SERVICE · INSTALLATION
CAC1818842
www.AllBrevardAirandHeat.com

Dakotas Auto Center
120 Factory St
Cocoa FL 32922

PROPOSAL

321-634-2659
Sales & Service

Proposal submitted to: Stephanie (Auto Center) Carder		Date: 8-21-17
Street: 1003 US1 (Billing Address)	Street: (Job location, if different)	
City, State, Zip Code: Cocoa 32922	City, State, Zip Code	
Phone: Home 321-213-3950 Work	Phone: Location Sassiewax36@yahoo.com	

We hereby propose to: Furnish, install and service the equipment and materials listed below with the conditions and specifications set forth in this proposal.

OPTION #1

- ☒ Manufacturer ICP (Grand Aire)
- ☒ C.U./pkg. Model # WCH4364GKB Tons 3
- ☒ A.H.U. Model # WMHL364B K.W. 7.5
- ☐ Furnace # _____ B.T.U.H _____
- ☐ Evap. Coil # _____ SEER 14

PIPING

- Use existing: _____ Yes ✓ No
- ☒ Suction Line 3/4 ☐ Liquid Line 3/8
- ☐ Condensate Drain _____
- ☐ Galvanized steel line cover _____ Yes _____ No
- ☐ Other _____

CONTROLS

- ☒ New Digital Thermostat Model Honeywell
- ☐ Other _____

ELECTRICAL

- ☒ Connect to existing circuits
- ☐ New inside/outside disconnect or breaker _____ amps
- ☐ New electrical wiring to new a/c units including proper breakers, piping and switches.

Total Price (Check)	$ 4650 .00
Other	$ _____ .00
Dicounts	$ _____ .00
Credit Card	$ 4766 .00
Net Amount if paid by cash	$ 4650 .00

Signature: _____ (Company)

Signature: _____ Date: _____ (Customer)

This Proposal may be withdrawn by us if not accepted within 60 days from this date.
All Warranty work will be done during regular business hours.

OPTION #2

- ☐ Manufacturer _____
- ☐ C.U./pkg. Model # _____ Tons _____
- ☐ A.H.U. Model # _____ K.W. _____
- ☐ Furnace # _____ B.T.U.H _____
- ☐ Evap. Coil # _____ SEER _____

MISCELLANEOUS ITEMS

- ☒ New Stand (complete)
- ☒ Permit
- ☒ Reconnect return duct
- ☒ New perforated registers
- ☐
- ☐

WARRANTIES

- ☒ Labor warranty 1 years; Parts warranty 5 years
- ☒ Compressor warranty by manufacturer 5 years

Total Price (Check)	$ _____ .00
Other	$ _____ .00
Dicounts	$ _____ .00
Credit Card	$ _____ .00
Net Amount if paid by cash	$ _____ .00

It is agreed and understood by the parties that all equipment and parts which are sold pursuant hereto shall not become fixtures or part of the real estate where they are placed. Said parts and equipment shall at all times remain personal property and the title thereto shall remain in the seller until payment in full is received. Buyer hereby agrees that all parts and equipment may be repossessed in the event of non-payment.

I have authority to order the work as outlined above. I agree to pay all costs and reasonable attorney's fees if this proposal is placed in the hands of an attorney for collection.

HARLAN PROPERTY DEVELOPMENT, LLC.

282 CLEARLAKE RD
COCOA FL 32922
PHONE: 321-305-4947
FAX: 321-305-6892
Harlanproperty@gmail.com

FROM: HARLAN PROPERTY DEVELOPMENT
282 CLEARLAKE RD, COCOA
FLORIDA 32922

Page. No. 1

PROPOSAL SUBMITTED TO:

Name:
Phone: 321-213-3950 Date: 08/23/2017
Street: 1003 N COCOA BLVD
City: COCOA
State: FLORIDA Zip: 32922

We propose to and adhere to the requirements necessary: Complete Roof Replacement.

- **PERMIT**
- **RE-ROOF**
- **DUMPSTER**
- **CLEANING OF ALL GROUNDS**
- **REPLACE UP TO 20 SHEETS OF ½ INCH PLYWOOD**
- **ADDITIONAL PLYWOOD WILL BE CHARGED $55.00 EACH**
- **NEW ALUMINUM DRIP 5' 6" 220 FT**
- **RE-NAIL ROOF TO CODE**
- **INSTALL 14 ROLLSBASE SHEETS**
- **INSTALL 23 ROLLS OF CAP SHEET**
- **NEW LEAD BOOTS, GOOSE NECKS**

All of the service is to be completed in a substantial and workmanlike manner for the sum of TEN THOUSAND, NINE HUNDRED AND TWENTY-FIVE DOLLARS ZERO CENTS. ($ 10,925.00)

Any alterations or deviation from the attached specifications involving extra cost of material and or labor will be executed upon written order for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

Authorized Signature

Signature

Date 8/23/17

Document Type:	(D) DEED
Record Date :	2/14/2013 3:14:35 PM
From Party:	SHAKED,MEIR (2/19/2013 10:51:16 AM) SHAKED,JANE (2/19/2013 10:51:16 AM)
To Party:	COHEN,PAULINE A (2/19/2013 10:51:16 AM)
Book Type:	OR
Book / Page:	6800 / 947
# of Pages:	4
Consideration:	54,250.00
Legal:	LT 9 PB 8 PG 47 FROM A POINT ON W LN OF R/W OF DIXIE HWY ON S LN OF S 28 T 24 R 36 LT 9 PB 8 PG 47 COMM @ INTERSECTION OF N LN OF A CERTAIN ST KNOWN AS CRESTVIEW RD 50 FT WIDE S 28 T 24 R 36

Sales/Transfers

Date	Price	Type	Parcel	Deed
03/08/2016	--	QC	Improved	7577/2721
02/13/2013	$54,300	QC	Improved	6800/0947
06/29/2006	$560,000	WD	Improved	5668/1520
06/16/1989	$135,000	WD	--	3002/2135
11/15/1985	$80,000	WD	--	2650/2369
12/17/1984	--	QC	--	2566/1503

Buildings

Property Data Card #1

BUILDING MATERIALS

Description	Value
Exterior Wall:	Enamel Steel , Painted Exterior
Frame:	Metalframe , Masnryconc
Roof:	Bu-tg/mmbrn
Roof Structure:	Wood Truss

BUILDING DETAILS

Description	Value
Bldg. Use:	2730 - Used Automobile Sales
Year Built:	1962
Story Height:	13
Floors:	1
Residential Units:	1
Commercial Units:	0

BUILDING SUB-AREAS

Description	Square-Feet
Base Area 1st	1,840
Open Porch	255
Total Base Area	1,840
Total Sub Area	2,095

BUILDING EXTRA FEATURES

Description	Units
Fence: Chain Link 6'	261
Covered Patio: Low	75
Fence: Wood 6'	145
Paving: Concrete	7,196
Paving: Asphalt	4,540
Fence: Barb Wire	261

ALL BREVARD AIR & HEAT
SALES - SERVICE - INSTALLATION
CAC1818842

Dakotas Auto Center
120 Factory St
Cocoa FL 32922

PROPOSAL

321-634-2659
Sales & Service

www.AllBrevardAirandHeat.com

Proposal submitted to: Stephanie (Auto Center) Carder		Date: 8-21-17
Street: (Billing Address) 1003 US1	Street: (Job location, if different)	
City, State, Zip Code Cocoa 32922	City, State, Zip Code	
Phone Home 321-213-3950 Work	Phone Location Sassiewax36@yahoo.com	

We hereby propose to: Furnish, install and service the equipment and materials listed below with the conditions and specifications set forth in this proposal.

OPTION #1

- ☒ Manufacturer ICP/Grand Aire
- ☒ C.U./pkg. Model # WCH4364GKB Tons 3
- ☒ A.H.U. Model # WAHL3648B K.W. 7.5
- ☐ Furnace # _____ B.T.U.H _____
- ☐ Evap. Coil # _____ SEER 14

OPTION #2

- ☐ Manufacturer _____
- ☐ C.U./pkg. Model # _____ Tons _____
- ☐ A.H.U. Model # _____ K.W. _____
- ☐ Furnace # _____ B.T.U.H _____
- ☐ Evap. Coil # _____ SEER _____

PIPING - Use existing: _____ Yes ✓ No

- ☒ Suction Line 3/4 ☐ Liquid Line 3/8
- ☐ Condensate Drain _____
- ☐ Galvanized steel line cover _____ Yes _____ No
- ☐ Other _____

MISCELLANEOUS ITEMS

- ☒ New Stand (complete)
- ☒ Permit
- ☒ Reconnect return duct
- ☒ New perforated registers
- ☐
- ☐

CONTROLS

- ☒ New Digital Thermostat Model Honeywell
- ☐ Other _____

ELECTRICAL

- ☒ Connect to existing circuits
- ☐ New inside/outside disconnect or breaker _____ amps
- ☐ New electrical wiring to new a/c units including proper breakers, piping and switches.

WARRANTIES

- ☒ Labor warranty 1 years; Parts warranty 5 years
- ☒ Compressor warranty by manufacturer 5 years

Total Price (Check)	$ 4650 .00
Other	$ .00
Dicounts	$ .00
Credit Card	$ 4766 .00
Net Amount if paid by cash	$ 4650 .00

Total Price (Check)	$ .00
Other	$ .00
Dicounts	$ .00
Credit Card	$ .00
Net Amount if paid by cash	$ .00

Signature: _____ (Company)

Signature: _____ *Date:* _____ (Customer)

This Proposal may be withdrawn by us if not accepted within 60 days from this date.
All Warranty work will be done during regular business hours.

It is agreed and understood by the parties that all equipment and parts which are sold pursuant hereto shall not become fixtures or part of the real estate where they are placed. Said parts and equipment shall at all times remain personal property and the title thereto shall remain in the seller until payment in full is recieved. Buyer hereby agrees that all parts and equipment may be repossessed in the event of non-payment.

I have authority to order the work as outlined above. I agree to pay all costs and reasonable attorney's fees if this proposal is placed in the hands of an attorney for collection.

Estimate

Date	Estimate #
8/18/2017	11163

Barfield Contracting & Associates, Inc.
223 Willard St.
Cocoa, FL 32922
CCC1326984 CBC1259277

Bill to

Stephanie Corder'Gallon
1003 N. Cocoa Blvd
Cocoa Fl 32926
321-213-3950

Project address

Rep	Project

Item	Description	Qty	Total
Shingle Install	-Includes Permit Fee -Includes Required Inspections (Does not include Wind Mitigation Inspection) -Includes Dumpster Fees -Includes Daily Cleaning of all grounds -Includes Removal of all old roofing down to bare decking -Includes Re-nailing of existing decking to Miami/Dade Hurricane Code, using 8 penny ring shank decking nail -Includes replacement of Fascia if rotten or damaged (10' included) additional will be a change order of $5.50 / ln ft. -Includes Dry-In with peel and stick secondary water barrier underlayment to code for insurance discounts -Includes Installation of 26 gauge, 2.5 inch, New Drip Edge around the entire perimeter of home/building -Includes Replacement of all lead plumbing stacks, vents, valleys with new (lead stacks painted to match roof color) -Includes Roofing Cement around perimeter and penetrations -Includes LIFETIME WORKMANSHIP WARRANTY -Includes 1/8 inch per foot iso tapered board -Includes White Torch down over peel n stick -Optional Wind Mitigation Inspection (additional charge of $125) -Includes Plywood/Decking replacement if rotted or broken (2 sheets plywood OR 20 ln ft decking included) additional will be a change order of $55 a sheet (plywood) OR $5.50 / ln ft (decking)		15,800.00

Price is valid for 30 days. Ask about FINANCING OPTIONS.
Licensed & Insured: Ask about our employee drug free and safety programs!

Total

UPON REQUEST WE PROVIDE A LIEN RELEASE AT COMPLETION OF JOB WHEN FULL PAYMENT HAS BEEN RECEIVED.

Signature

Phone #	Fax #
321.454.4531	321.638.0397

TECH SYSTEMS INC

September 5, 2017

CONTRACT AGREEMENT

THIS AGREEMENT, submitted between TECH SYSTEMS INC., hereinafter called the Contractor and STEPHANIE GALLON-CARDER, 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:

Single Ply Roof Replacement
1003 N. Cocoa Blvd.
Cocoa, FL 32922

Scope of Work:

1. Tear off existing roof systems down to the wood deck and discard all debris.
2. Clean and prep wood decking. Re-nail as needed as per code.
3. Install an 1/8" per foot tapered system over the existing roof system, mechanically attached, to promote positive water drainage.
4. Mechanically attach a white single ply 60 mil TPO roof system according to manufacturer's specification using heavy duty fasteners and barbed seam plates. All seams to be lapped and heat welded.
5. Install TPO pipe boots where needed.
6. Install new aluminum edge metal along the perimeter.

Special Conditions

1. Any plywood decking replacement to be billed at a rate of $55.00 per sheet. Any additional wood replacement to be billed on a time and material basis at a rate of $45.00

Contract Price
$19,650.00

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.

3. IN WITNESS WHEREOF, we have executed this Agreement this _____day of _____, 2017.

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

ATTENTION:

LARRY LALLO

ECONOMIC DEVELOPMEN MANAGER

FROM

LEON COHEN.

GRANT AGREEMENT
COMMERCIAL PROPERTY ENHANCEMENT PROGRAM
CITY OF COCOA, FLORIDA

THIS GRANT AGREEMENT is made this ____ day of _____, **2017** by and between the City of Cocoa, a Florida municipal corporation, whose address is 65 Stone Street, Cocoa, Florida 32922 (hereinafter referred to sometimes as "City") and **Leon A. Cohen of 1003 N Cocoa LLC.** (Hereinafter referred to as the Grantee) whose mailing address is 375 S. Courtenay Pkwy Suite 1, Merritt Island Florida, 32952.

RECITALS:

WHEREAS, the City has implemented the Commercial Property Enhancement Program(CPEP), pursuant to Resolution No. 2016-66, the primary purpose of which is to improve the aesthetics and economic order of the community, thereby promoting the public interest, by making matching grants to property owners of commercial property within the Major Transportation Corridors of the City;

WHEREAS, a further objective of the CPEP is to upgrade and preserve the aesthetic appearance and/or structural integrity of commercial buildings in the Major Transportation Corridors in order to reduce blight and make the area more conducive to private investment by providing funding incentives to undertake permanent property improvements to commercial building exteriors in the Major Transportation Corridors;

WHEREAS, the City believes the CPEP will thereby stimulate increased business opportunities within eligible Major Transportation Corridors, improve property values, increase tax revenues, and improve employment opportunities;

WHEREAS, grants provided by the City shall be on a dollar for dollar matching basis, matching the investment made by the owner or owners of a particular parcel of commercial property; and

WHEREAS, **Leon A. Cohen, of 1003 N Cocoa LLC,** has submitted an application under the CPEP which the City believes meets the criteria and purposes as outlined by the program.

NOW THEREFORE, in consideration, the mutual covenants and provisions hereof, and other good, diverse, and valuable considerations, the receipt and sufficiency all of which is hereby acknowledged, the parties desiring to be legally bound do hereby agree as follows:

1. **Recitals.** Each and all of the foregoing recitals are hereby incorporated herein and declared to be true and correct.

2. **Property Subject to Agreement.** The real property to be benefited by this grant and that is subject to this Agreement is described on **Exhibit A**, a copy of which is attached hereto and incorporated herein by this reference.

3. **Grant Awarded.**

(a) **Five Thousand Dollar Reimbursement**: The Grantee is hereby awarded a grant pursuant to the City CPEP. All regulations of the CPEP shall be adhered to by the City and the Grantee. The Grantee is required to make a minimum of $10,000 dollar minimum investment in the project, of which $5,000 may be made in the form of sweat equity. The remainder amount of the investment is required to be paid by the recipient, solely as out of pocket costs. The maximum amount of the grant is described in the attached **Exhibit B**. Under no circumstances shall the amount of money granted for qualifying facade improvements under the CPEP to the Grantee exceed the amount set forth in **Exhibit B** as the Maximum of Amount of Grant as approved or otherwise aggregately exceed the sum of $5,000.00 dollars, in the event that a previous grant has been provided to Grantee for the same commercial parcel of property located in the City. Grant funds shall only be paid by the City for qualified approved facade improvements described on **Exhibit B**.

(b) Reduction in Building Permit Fees: In the event the Grantee exceeds the minimum investment Requirement by 100%, thereby expending a minimum of $20,000 on improvements to the eligible property, (**"Greater Investment Option**"), the City will provide the Grantee with a fifty percent waiver of building permit fees. Five Thousand Dollars of the Greater Investment Option may be in the form of in-kind contribution by the Grantee and/or internal work performed by the recipient and recipient's employees, lessees, and other similar contributions in the sole discretion of the City ("Sweat Equity").

(c) The Grant is awarded on a reimbursement basis. Funds subject to this Grant shall be paid to the Grantee by the City only upon substantial completion of all work. Substantial Completion of all work, as that term is utilized in this Agreement, shall constitute issuance of a certificate of occupancy, certificate of completion, or similar instrument, issued by the City of Cocoa's Building Department for the facade improvement work subject to this grant.

(d) To be reimbursed, the Grantee shall provide to the City of Cocoa Department of Community Services on behalf of the City, paid receipts from laborers, suppliers, materialmen, contractors, and sub-contractors. The receipts must include the

following information: 1) Name, address, and telephone number of laborer, supplier, materialmen, contractor, or sub-contractor performing work or supplying material; 2) Date of work or material provided; 3) Description of property upon which the work was provided or to which the material was delivered; 4) Itemized description of work provided (e.g. - who performed the work, how many hours involved, charge for work, type of work performed) or material supplied (e.g. - five 20 pound bags of cement, 2 ten-foot long 3/4" PVC pipes); 5) Itemized cost of work performed or material supplied; 6) Statement of what work or material was for (e.g. - supplied five 20 pound bags of cement for mortar for new block wall on facade of building); and 7) Statement signed by laborer, supplier, materialmen, contractor, or sub-contractor that the amount billed has been paid by the Grantee. The paid receipts are subject to City review and approval for application to this grant. In no event shall more than 50% of the amount noted on a City approved paid receipt be reimbursed to the Grantee.

(d) All work subject to this Grant Agreement must be substantially completed within 360 days of the date of this Agreement.

(e) By execution of this Agreement, the Grantee acknowledges that only State of Florida/Brevard County contractors licensed pursuant to Chapter 489, Florida Statutes, or as otherwise exempted under Section 489.103, Florida Statutes, shall be used to perform the work, and that all legally required permits, certifications, licenses, and insurance shall be obtained for the work to be performed. Authorized work may not be performed by a Grantee and applied to this Grant, unless same was approved prior to the date of this Agreement by the City Governing Board.

(f) Reimbursement shall be denied for any instance in which the terms of this Agreement have been violated.

4. **Warranty of Grantee; Maintenance, Mortgage and Note.**

(a) Grantee agrees and warrants to the City that the funds reimbursed pursuant to this grant shall only be spent for purposes as approved in **Exhibit B**.

(b) Grantee covenants and warrants that all improvements approved for matching funds under this Grant Agreement shall be maintained and preserved for a minimum of five (5) years. Failure to maintain these improvements shall constitute a default under the terms of this Grant Agreement and the accompanying note and mortgage.

(c) The real property owner or owners, whichever shall be the case, shall execute the attached note and mortgage set forth in composite **Exhibit C**, a copy of which is attached hereto and incorporated herein by this reference. The provisions of said note and mortgage are material provisions of this Grant Agreement.

(e) The Grantee hereby agrees to pay for any costs of recordation of the attached Note and Mortgage in the Public Records of Brevard County, Florida, and the recorded original hereof shall be returned to the City for filing in its records.

5. **Grantee is an Independent Contractor.** It is specifically understood and agreed to by and between the parties hereto that in utilizing the funds hereunder, that this grant award, and relationship between the City and the Grantee is one in which the Grantee is an independent contractor of the City and not an agent, employee, joint venturer, or other partner of the City or the City of Cocoa. Nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Grant Agreement shall be interpreted or construed to constitute the Grantee, or any of its agents, volunteers, or employees to be the agent, employee, partner, or representative of the City or the City of Cocoa.

6. **Record retention; Public records; Accounting; Inspection.**

(a) Financial records, supporting documentation, statistical and all other records pertinent to this Grant Agreement shall be retained for a period of at least five (5) years (360 days = 1 year) after final payment by the City of any grant funds, except that in all cases such records shall be retained until final resolution of matters resulting from any litigation, claim, or audit initiated prior to the expiration of the five year retention period and shall continue to be subject to retention until the same is resolved to the satisfaction of the City.

(b) It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, drawing, photograph, or other writing of the Grantee related, directly or indirectly, to this Grant Agreement or the work undertaken by the Grantee for which the Grant has been awarded, shall be deemed to be a public record as defined by Section 119.011, Florida Statutes, whether in the possession or control of the City or the Grantee. Said record, document, computerized information and program, audio or video tape, drawing, photograph, or other writing of the Grantee is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City. Upon request by the City, the Grantee shall supply copies of said public records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the Grantee be open and freely exhibited to the City for the purpose of examination and/or audit.

(c) Grantee financial records shall be prepared and maintained in accordance with generally accepted accounting practices and available for inspection by the City or its authorized representative's at all reasonable times. Grantee agrees that it may be audited for internal performance or accounting matters at any time by the

City to assure compliance with this Grant Agreement. Any monies finally determined as a result of any financial review or audit which are misspent or otherwise not spent as provided for in this Grant Agreement shall be immediately returned to the City. Prior to making any final determination of misspending or failure to comply with this Agreement by the Grantee, the City shall coordinate with the Grantee to allow the Grantee an opportunity to explain its actions or otherwise provide compliance with this Grant Agreement.

(d) City staff is authorized to conduct an inspection of the property at anytime during regular business hours of the property to ensure improvements are maintained in accordance with this Agreement. The City agrees that any inspection shall be coordinated with the property owner or tenant and conducted in a manner so as to minimize interference with the business of the property owner or tenant.

7. **Indemnification and Hold Harmless.** The Grantee agrees to the fullest extent permitted by law, to indemnify and hold harmless the City, its employees, officers, and attorneys from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from the acts, inactions, errors, omissions, intentional or otherwise, arising out of or resulting from: (i) any act or omission on the part of the Grantee, its officers, agents, employees, volunteers, or invitees in the construction, reconstruction, or building of any improvement for which City funds might be reimbursed pursuant to this Agreement; (ii) by reason of any breach, violation or nonperformance of any condition or covenant in this Grant Agreement on the part of the Grantee; (iii) injury and negligence based on a failure to train or supervise workers, employees, contractors, volunteers, or agents of the Grantee in performing services or supplying material for work that is to be reimbursed pursuant to this Grant Agreement; (iv) failure of the Grantee, or its employees, agents, or volunteers, to employ safety measures in the performance of work that is to be reimbursed pursuant to this Grant Agreement; (v) injury or negligence of any person arising from the work or material supplied that is subject to reimbursement pursuant to this Grant Agreement; or (vi) failure to follow or correctly follow directions of the State or any other governmental entity.

The indemnification provided above shall obligate the Grantee to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees, officers, and attorneys which may result from the acts or omissions stated above under this Agreement whether performed by the Grantee or anyone directly or indirectly employed by them. In all events, the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein. This indemnification provision shall survive termination of the Agreement.

8. **Applicable Law/Notice.**

(a) This grant award and the attachments hereto shall be governed by the law of the State of Florida. Venue shall only be properly placed in Brevard County, Florida for state court actions and Orlando, Florida for federal actions.

(b) All notices, demands, requests, instructions, approvals, and claims shall be in writing. All notice of any type hereunder shall be given by U.S. mail or by hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

TO THE CITY: City

c/o The City of Cocoa
Community Services Department
65 Stone Street
Cocoa, Florida 32922

TO THE GRANTEE:

Leon A. Cohen
1003 N Cocoa Blvd LLC
375 South Courtenay Pkwy
Merritt Island, Florida 32953

Notice shall be deemed to have been given and received on the date the notice is physically received if given by hand delivery or first class U.S. mail, postage prepaid, as addressed above. Notice shall be deemed to have been given and received on the date the notice is mailed, if given by certified mail, return receipt requested, postage prepaid, as addressed above. Any party hereto by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which notice is to be received.

9. **Interpretation.** Both the City and the Grantee have participated in the drafting of all parts of this Agreement. As a result, it is the intent of the parties that no portion of this Grant Agreement shall be interpreted more harshly against either of the parties as the drafter.

10. **Amendment of Grant Agreement.** Modifications or changes in this Grant Agreement must be in writing and executed by the parties bound to this Grant Agreement.

11. **Severability.** Invalidation of any one word, clause, sentence, or paragraph, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other words, clauses, sentences, or paragraphs, all of which shall remain in full force and effect.

12. **Attorney's Fees.** Should any litigation arise concerning this Grant Agreement between the parties hereto, the prevailing party shall be entitled to an award of attorney's fees and costs against the non-prevailing party, including appellate proceedings.

13. **Entire Grant Agreement.** This Grant Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or Agreements, either oral or written, and all such matters shall be deemed merged into this Grant Agreement.

14. **Sovereign Immunity.** Nothing contained in the Agreement shall be construed as a waiver of the City's right sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed regarding the City's potential liability under state or federal law.

15. **Headings.** The headings used in this Agreement are for reference only and shall not be relied upon nor used in the interpretations of this Agreement

IN WITNESS WHEREOF, Grantors and Grantee have set forth their signatures on the day and year written below.

Witnesses:	**GRANTOR:** City of Cocoa, Florida pursuant to Section 166.021 (8) et seq., Florida Statutes.
_____	
Print Name: _____	By: _____
_____	John A. Titkanich, Jr., City Manager
Print Name: _____	

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this ___ day of _____, 2017 by **John A. Titkanich, Jr.,** City Manager, City of Cocoa, a Florida municipal corporation, who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed and who is personally known to me and who did not take an oath.

(NOTARY SEAL)

_____
Notary Public Signature

Typed or Printed Notary Name

***Witnesses*:**	**GRANTEE:** **Leon A. Cohen** **1003 N Cocoa Blvd LLC**
Print Name: _____	
Print Name: _____	

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by **Leon A. Cohen of 1003 N Cocoa LLC,** who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed and who is personally known to me or who has produced _____ as identification and who did not take an oath.

(NOTARY SEAL)

Notary Public Signature

Typed or Printed Notary Name

SAMPLE

EXHIBIT A

Description of Real Property Subject to Agreement

Street Address: **1003 N. Cocoa Blvd, Cocoa, Florida 32922**

Owner: 1003 N Cocoa Blvd LLC, is a principal owner of the real property subject to this Commercial Property Enhancement Program Grant Agreement by virtue of one (1) Warranty Deed. The Deed was recorded on ~~July 19, 2013~~, Official Records Book ~~6927~~ 7511 Page ~~1168~~ 2121, Public Records of Brevard County, Florida. March 28, 2016

SAMPLE

THIS SECTION OF PAGE LEFT INTENTIONALLY BLANK

Legal Description of Real Property

Legal Description of Real Property

PARCEL 1:

A tract of land situation in Section 28, Township 24 South, Range 36 East, and in the City of Cocoa, Brevard County, Florida, described as follows:

From a point on the West line of the right of way of the Dixie Highway (U.S. Highway #1, State Road #5) of the South line of lot 9, of the Crestview Subdivision (as shown by the plat of said subdivision recorded in Plat Book 8, Page 47, Public Records of Brevard County, Florida) projected, run the West line of the Dixie Highway Northerly 711.27 feet to the South line off an unnamed street, thence run Northerly on the West line of the right of way of the Dixie Highway aforesaid to a point which is 50 feet North of the South line of said unnamed street, and is on the North line of said street and which is the point of beginning of the land herein described. From the said point of beginning for a first course run Northerly and on the West line of the right of way of the Dixie Highway, a distance of 754.60 feet to the point of intersection of the said Dixie Highway (U.S. Highway #1, State Road #5) on the Westerly side by the right of way of the Florida East Coast Railway, and on the South side by an unnamed street. Together with all the right, title and interest of the parties of the first part in and to the unnamed street situated on the South of the land herein described. Except land as described in O.R. Book 29, Page 48.

PARCEL 2:

**A parcel of land lying in the Northwest 1/4 of Section 28, Township 24 South, Range 36 East, City of Cocoa, Brevard County, Florida being more particularly described as follows:
**
Commence at the intersection of the North line of a certain street known as Crestview Road, 50.0 feet wide, extended, and line 53.0 feet Westerly (as measured at right angles) from the centerline of the State Road No. 5 (U.S. No. 1) as presently located, said point being 759.46 feet Northerly (as measured parallel with said centerline) of the intersection of Westerly projection of South line of Lot 9, Crestview Subdivision, as per Plat Book 8, Page 47 and said line 53.0 feet westerly from the centerline of State Road No. 5 (U.S. No. 1); thence Westerly along said line 53.0 feet Westerly of and parallel to said centerline of State Road No. 5 (U.S. No. 1) a distance of 300.0 feet for the point of beginning; thence for a first course, run Northerly along the West Right of Way line of State Road No. 5 (U.S. No. 1), a distance of 200.0 feet to a point; then for a first course, run northerly along the West Right of Way line of State Road No. 5 (U.S. No. 1), a distance of 200.0 feet to a point; thence for a second course, run Westerly, parallel with the North Right of Way of said Crestview Road, a distance of 55.60 feet to a point on the East Right of Way of Florida East Coast Railroad; thence for a third course, run southerly along the East Right of Way of said railroad, a distance of 189.35 feet to a point on said East railroad Right of Way; thence for a fourth course, run easterly, parallel to the second course, 94.32 feet to the point of beginning.

Property Identification No. 24-36-28-001 & 24-36-28-00-17

EXHIBIT B

GRANT DESCRIPTION

Five-Thousand Dollar Reimbursement:

Items to be improved Pursuant to Grant	Estimated Cost of Items to be Improved
Remove/Replace Roof Upgrade front façade Landscape upgrade New paint and signage	**$25,000.00**
	Total: $25,000.00

Reduction in Permit Fees:

Fifty percent (50%) waiver of building permit Fees

SAMPLE

SAMPLE

EXHIBIT C

MORTGAGE

THIS MORTGAGE DEED, hereinafter referred to as the "Mortgage", executed by **Leon A. Cohen of 1003 N Cocoa LLC, Inc.,** whose address is **375 S. Courtenay Pkwy Merritt Island, FL 32952** hereinafter referred to as the "Mortgagor" this __ day of _____ **2017** to the **City of Cocoa, a** Florida municipal corporation, whose address is 65 Stone Street, Cocoa, FL 32922, hereinafter referred to as the "Mortgagee".

W I T N E S S E T H:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the principal sum of **FIVE THOUSAND DOLLARS AND NO CENTS $5,000.00)**, which indebtedness is evidenced and represented by a certain promissory note in said principal amount executed and delivered by the Mortgagor to and in favor of the Mortgagee of even date herewith hereinafter referred to as the "Note", a copy of which is attached hereto as **Exhibit "A",** and incorporated herein by reference.

WHEREAS, the Mortgagee, as a condition precedent to the extension of credit or the making of the loan evidenced by the Note, has required that the Mortgagor provide Mortgagee with security for the payment or repayment of the indebtedness represented by the Note and for the performance, observance and discharge by the Mortgagor of the various covenants, stipulations and agreements made by Mortgagor to it, in favor of and for the benefit of Mortgagee with respect to said indebtedness.

NOW THEREFORE, in consideration of and in order to secure the payment or repayment of the aggregate principal sums of money set forth in the Note, together with interest thereon and all other sums of money secured hereby, as hereinafter provided and also in order to secure the observance, performance, and discharge by the Mortgagor of all covenants, stipulations and agreements of the Mortgagor to, with, in favor and for the benefit of the Mortgagee, identified herein and in any other documents or instruments executed by Mortgagor to and in favor of Mortgagee for the purpose of evidencing or securing the indebtedness represented by the Note, and for other good and valuable considerations, the Mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the Mortgagee all that certain piece, parcel or tract of land or real property of which the Mortgagor is now seized and in possession, situated in Brevard County, Florida, more particularly describe as follows:

SEE EXHIBIT B

TOGETHER, with all buildings, structures, and other improvements now or hereafter erected, placed or located thereon, and all materials intended for the construction, alteration or repair of any such buildings, structures and improvements, and all and singular, the tenements, hereditaments, rights-of-way, easements, appurtenances and privileges now or hereafter belonging or in any way appertaining to said premises;

TOGETHER, with all right, title and interest of the Mortgagor therein, including any after-acquired title, remainder or reversion, in and to rights-of-way, streets, avenues, roads, alleys and public places open or proposed, in front of, running through, adjoining or adjacent to said premises;

TO HAVE AND TO HOLD all of the same unto the Mortgagee and successors and assigns in fee simple forever;

AND the Mortgagor covenants and warrants with and to the Mortgagee that the Mortgagor is indefeasibly seized of said real property in fee simple and has good right, full power, and lawful authority to convey all of the same; that the Mortgagor hereby fully warrants the title to said real property and will defend the same and the validity and priority of the lien of this Mortgage against the lawful claims of all persons whomsoever; and the Mortgagor further warrants that said real property is free and clear of all liens and encumbrances of any kind, nature or description; save and except ad valorem taxes for years subsequent to December 31, 2016, such easements as are necessary for the furnishing of utility services to the mortgaged premises and those matters and thing intended as exceptions to title in the title insurance insuring the lien of this Mortgage which have heretofore been approved by the Mortgagee, if any; and the following mortgages, liens and encumbrances (if any list in detail):

_____

_____

PROVIDED ALWAYS, however, that if the Mortgagor shall pay unto the Mortgagee the indebtedness evidenced and represented by the Note; and if the Mortgagor shall duly, promptly and fully perform, discharge, execute, effect, complete and comply with and abide by each and every one of the stipulations, agreement, conditions and covenants of the Note and this Mortgage, then this Mortgage and the estate and interest hereby granted and created shall cease, terminate and be null and void.

AND the Mortgagor, for the benefit of the Mortgagee, and its successors and assigns, does hereby expressly covenant and agree:

1. **PAYMENT OF NOTE**. To pay the principal of the indebtedness evidenced and represented by the Note, together with all interest thereon, in accordance with the

terms of the note, promptly at the times, at the place, and in the manner that said principal and interest shall become due, and to promptly and punctually pay all other sums required to be paid by the Mortgagor pursuant to the terms of this Mortgage.

2. **MAINTENANCE AND REPAIR**. To keep all improvements and buildings now existing or hereafter erected on said premises in good order and repair and not to do or permit waste on said premises, nor allow use thereof for any unlawful purpose.

3. **PAYMENT OF TAXES**. To pay all and singular such taxes, assessments and public charges as are already levied or assessed or that may be hereafter levied or assessed when the same shall become due and payable according to law, before they become delinquent, and before any interest or penalty shall attach thereto.

4. **DISCHARGE LIENS**. To immediately pay and discharge (by payment or by bonding off liens pursuant to Florida Statute) from time to time when the same shall become due all lawful claims and demands might result in, or permit the creation of, a lien, charge or encumbrance on the mortgaged premises or any part thereof, and, in general, to do or cause to be done everything necessary so that the lien of this Mortgage shall be fully preserved at the cost of the Mortgagor, without expense to the Mortgagee.

5. **INSURANCE ON IMPROVEMENTS**. To continuously keep the buildings and other improvements now or hereafter existing, erected and located on said premises insured against loss or damage resulting from fire, windstorm, extended coverage and such other hazards, casualties and contingencies and perils in such forms, amounts and for such periods as may from time to time be required by the Mortgagee during the term hereof, but not less than full insurable value. All such insurance shall be carried with such company or companies as may be reasonably acceptable to the Mortgagee and the original policy or policies and renewals thereof (or, at the option of the Mortgagee, duplicate originals or certified copies thereof) together with receipts evidencing payment of the premium therefore shall be deposited with, held by and are hereby assigned to Mortgagee as additional security for the indebtedness secured hereby. Each such policy of insurance shall contain a loss payable clause in favor of and in form reasonably acceptable to Mortgagee and shall provide for not less than thirty (30) days prior written notice of modification, cancellation, termination or expiration to Mortgagee. In the event of loss by reason of the hazards, casualties, contingencies and perils for which insurance has been required by the Mortgagee, and the Mortgagee, at its option, may make proof of loss if not made promptly by the Mortgagor.

6. **OBSERVANCE OF LAWS**. To observe, abide by and comply with all statues, ordinances, orders, requirements or decrees relating to the mortgaged premises enacted, promulgated or issued by any federal, state, or municipal authority or any agency or subdivision thereof, and to observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including, but not limited to, zoning variances, special exceptions and non-conforming uses), privileges,

franchises and concessions which are applicable to said premises or which have been granted to or contracted for by Mortgagor in connection with any existing, presently contemplated or future use of said premises.

7. **AFTER ACQUIRED PROPERTIES**. That all right, title and interest of the Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the real, personal and other property hereinabove described, hereafter acquired by, or released to the Mortgagor, or constructed, assembled or placed by the Mortgagor on the mortgaged premises, and all conversion of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other act by the Mortgagor and specifically described herein, but at any and all times the Mortgagor will execute and deliver to the Mortgagee any and all such further assurances, mortgages, conveyances, or assignments thereof as the Mortgagee may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of this Mortgage.

8. **REIMBURSEMENT OF MORTGAGEE FOR PAYMENTS**. That should the Mortgagor fail to make payment of any taxes, assessments or public charges before the same shall become delinquent, or shall fail to make payment of any insurance premiums or other charges, impositions or liens herein or elsewhere required to be paid by the Mortgagor, then the Mortgagee, at its option, may make payment or payments of the same, and also may redeem said premises from tax sale without any obligation to inquire into the validity of such taxes, assessment and tax sales. In the case of any such payment by the Mortgagee, the Mortgagor agrees to reimburse the Mortgagee upon demand therefore, the amount of such payment with any fees and expenses attendant in making the same, together with interest thereon at the highest rate allowed by law; and, until paid, such amounts and interest shall be added to and become part of the debt secured hereby to the same extent that this Mortgage secures the repayment of the indebtedness evidenced by the Note. Neither the right nor the exercise of the right herein granted unto the Mortgagee to make any such payments as aforesaid shall preclude the Mortgagee from exercising its option to cause the whole indebtedness secured thereby to become immediately due and payable by reason of the Mortgagor's default in making such payments as hereinafter required.

9. **CHANGE OF OWNERSHIP**. That in any event the ownership of the mortgaged property or any part thereof becomes vested in a person or entity other than the Mortgagor, the Mortgagee may, but need not, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this Mortgage and the debt hereby secured in the same manner as with the Mortgagor.

10. **SUBORDINATION OF MORTGAGE** That in any event the Mortgagor enters into a mortgage agreement with a certified insured mortgage lender, the Mortgagee agrees to subordinate its mortgage as needed for the refinancing of the property. Said request for

subordination by the Mortgagor must be made in writing, indicating the reason for the request with the Mortgagor incurring the costs associated with recording fees for the Subordination Agreement.

11. **PAYMENT OF COSTS AND ATTORNEYS' FEES**. That in the event that the Note is placed in the hands of an attorney for collection, whether suit is filed or not, or in the event that the Mortgagee shall become a party either as Plaintiff or as Defendant, in any action, suit, appeal or legal proceedings (including, without limitation, foreclosure, condemnation, bankruptcy or administrative proceedings or any proceeding wherein proof of claim is by law required to be filed), in relation to the property described or the lien created hereby or herein, or for the foreclosure of this Mortgage, the Mortgagor shall save and hold the Mortgagee harmless from and against any and all costs and expenses incurred by the Mortgagee on account hereof, including, but not limited to, reasonable attorneys fees, title searches and abstract and survey charges.

12. **USURY LIMITATION**. That nothing herein contained nor any transaction related hereto shall be construed or so operate as to require the Mortgagor to pay interest as a rate greater than it is now lawful in such case to contract for, or to make any payment or to do any act contrary to law, and Mortgagee shall reimburse the Mortgagor for any interest paid in excess of the highest rate allowed by law or any other payment which may inadvertently be required to be paid contrary to law; and if any clauses or provisions herein contained operate or would prospectively operate to invalidate this Mortgage or the Note in whole or in part, then, such clauses and provisions only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect.

13. **ACCELERATION**. That if default be made in the payment of any installment of the Note, whether of principal or interest, or in the payment of any other sums of money referred to herein, and such default shall not be cured by Mortgagor within thirty (30) days after default be made by the Mortgagor; or that if a default be made in any one of the stipulations, agreements, conditions and covenants of said Note or this Mortgage, or in the event that each and every one of said stipulations, agreements, conditions and covenants are not otherwise duly, promptly and fully discharged or performed, and such default shall not be cured by Mortgagor within thirty (30) days after written notice hereof from Mortgagee then and upon the occurrence of any one of such events or upon the happening of any other event which, according to the terms of this Mortgage or the Note shall entitle the holder to accelerate the maturity of the indebtedness evidenced by the Note, the Mortgagee, at its option, may thereupon or thereafter declare the indebtedness evidenced by this Note, as well as all other monies secured hereby, to be forthwith due and payable as if all of said sums of money were originally stipulated to be paid on such day, and thereupon, without notice or demand, the Mortgagee may avail itself of all rights and remedies provided by law and may prosecute a suit at law or in equity as if all monies secured hereby had matured prior to its institution. The failure or omission on the part of the Mortgagee to exercise the option for acceleration of maturity and/or foreclosure following any default as aforesaid or to exercise

any other option granted hereunder to Mortgagee where entitled to do so in any one or more instances, shall not constitute a waiver of any subsequent default.

14. **MISCELLANEOUS**. The provisions hereof shall be binding upon the Mortgagor, its successors and assigns and shall inure to the benefit of Mortgagee and its successors and assigns. Where more than one Mortgagor is named herein, the obligations and liabilities of said Mortgagor shall be joint and several. The words "Mortgagor" and "Mortgagee" shall be interpreted to mean singular, plural, feminine, masculine or neuter as the context shall require.

15. **HEADING**. The language or terms set forth in the headings are not to be construed or relied upon as material terms of this Agreement and are intended solely for ease of reading.

16. **CONSTRUCTION OF LANGUAGE**. This instrument is to be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, we have executed this instrument the day and year set forth above.

_____

Leon A. Cohen
1003 N Cocoa Blvd LLC

WITNESSES:

_____
Print Name: _____

_____
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by **Leon A. Cohen of 1003 N Cocoa LLC, Inc.**, who is personally known to me, or who has produced _____ as identification, and who did not take an oath.

_____
NOTARY PUBLIC

DRAFT

Exhibit A

SAMPLE

DEFERRED PAYMENT PROMISSORY NOTE

$5,000.00 _____ _____, 2017
Cocoa, Florida

FOR VALUE RECEIVED, the undersigned Borrower (if more than one, jointly and severally) promises to pay to the order of the ~~CITY, a Florida Community~~ Redevelopment Ag~~e~~ncy created pursuant to Chapter 163, Florida Statutes, herein referred to as (City), or its assigns, the principal sum of Five Thousand DOLLARS and No CENTS ($ 5,000.00). This note is secured by a mortgage on real property described herein dated of even date herewith:

1003 N. Cocoa Blvd Cocoa, FL 32922

Parcel Identification Numbers:

Property Identification No. 24-36-28-001 & 24-36-28-00-17

Payment of the principal amount of this note is deferred while the undersigned remains fee simple owner of the real property secured by this note for a consecutive period of FIVE (5) calendar years from the date this note is executed. During the deferred term of this note, it shall not accrue interest, and the principal balance shall be forgiven TWENTY percent (20%) annually on the occurrence of each anniversary date, at which time the debt shall be satisfied. The anniversary date shall be based on the date the note is executed pursuant to that certain Agreement between the undersigned Borrower and the City. Transfer of ownership of the real property secured by this note or change of domicile by the undersigned Borrower shall constitute a default, and the balance of the note unforgiven shall become due and payable in full immediately unless such transfer of ownership complies with the conditions set forth under the Agreement hereinabove mentioned. The City shall not be obligated to forgive any portion of this note except upon the actual occurrence of each anniversary date. Upon default, the principal remaining shall be the balance existing on the last anniversary date to have actually occurred, and the remaining principal balance of the Note shall accrue interest at three percent (3%) per annum from the date of default. Failure of the City to demand payment upon default shall not constitute a waiver of such default.

The undersigned Borrower(s) reserves the right to prepay, at any time, all or any part of the principal amount of this note without penalty. Any payments on the Note shall first be applied to the main principal balance and then interest, if any.

That in any event the Mortgagor enters into a mortgage agreement with a certified insured mortgage lender, the Mortgagee agrees to subordinate its mortgage as needed for the refinancing of the property.

If suit is instituted by the City or its assignee to recover on this note, the undersigned Borrower agrees to pay all costs of collection, including a reasonable attorney's fee through all appellate proceedings. The undersigned Borrower hereby waives demand, notice of non-payment, and notice of protest.

IN WITNESS WHEREOF, we have executed this instrument the day and year set forth above.

_____

Leon A. Cohen
1003 N Cocoa Blvd LLC

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by **Leon A. Cohen of 1003 N Cocoa LLC, Inc.**, who is personally known to me, or who has produced _____ as identification, and who did not take an oath.

_____

NOTARY PUBLIC

DRAFT

Exhibit B

Description of Real Property Subject to Agreement

Street Address: **1003 N. Cocoa Blvd Cocoa, FL 32922**

Owner: 1003 N Cocoa Blvd LLC is a principal owner of the real property subject to this Commercial Property Enhancement Program Grant Agreement by virtue of one (1) Warranty Deed. The Deed was recorded on March 28, 2016, in Official Records Book **7577** Page **2721** Public Records of Brevard County, Florida.

SAMPLE

THIS SECTION OF PAGE LEFT INTENTIONALLY BLANK

SAMPLE

Legal Description of Real Property

PARCEL 1:

A tract of land situation in Section 28, Township 24 South, Range 36 East, and in the City of Cocoa, Brevard County, Florida, described as follows:

From a point on the West line of the right of way of the Dixie Highway (U.S. Highway #1, State Road #5) of the South line of lot 9, of the Crestview Subdivision (as shown by the plat of said subdivision recorded in Plat Book 8, Page 47, Public Records of Brevard County, Florida) projected, run the West line of the Dixie Highway Northerly 711.27 feet to the South line off an unnamed street, thence run Northerly on the West line of the right of way of the Dixie Highway aforesaid to a point which is 50 feet North of the South line of said unnamed street, and is on the North line of said street and which is the point of beginning of the land herein described. From the said point of beginning for a first course run Northerly and on the West line of the right of way of the Dixie Highway, a distance of 754.60 feet to the point of intersection of the said Dixie Highway (U.S. Highway #1, State Road #5) on the Westerly side by the right of way of the Florida East Coast Railway, and on the South side by an unnamed street. Together with all the right, title and interest of the parties of the first part in and to the unnamed street situated on the South of the land herein described. Except land as described in O.R. Book 29, Page 48.

SAMPLE

PARCEL 2:

**A parcel of land lying in the Northwest 1/4 of Section 28, Township 24 South, Range 36 East, City of Cocoa, Brevard County, Florida being more particularly described as follows:
**
Commence at the intersection of the North line of a certain street known as Crestview Road, 50.0 feet wide, extended, and line 53.0 feet Westerly (as measured at right angles) from the centerline of the State Road No. 5 (U.S. No. 1) as presently located, said point being 759.46 feet Northerly (as measured parallel with said centerline) of the intersection of Westerly projection of South line of Lot 9, Crestview Subdivision, as per Plat Book 8, Page 47 and said line 53.0 feet westerly from the centerline of State Road No. 5 (U.S. No. 1); thence Westerly along said line 53.0 feet Westerly of and parallel to said centerline of State Road No. 5 (U.S. No. 1) a distance of 300.0 feet for the point of beginning; thence for a first course, run Northerly along the West Right of Way line of State Road No. 5 (U.S. No. 1), a distance of 200.0 feet to a point; then for a first course, run northerly along the West Right of Way line of State Road No. 5 (U.S. No. 1), a distance of 200.0 feet to a point; thence for a second course, run Westerly, parallel with the North Right of Way of said Crestview Road, a distance of 55.60 feet to a point on the East Right of Way of Florida East Coast Railroad; thence for a third course, run southerly along the East Right of Way of said railroad, a distance of 189.35 feet to a point on said East railroad Right of Way; thence for a fourth course, run easterly, parallel to the second course, 94.32 feet to the point of beginning.

Property Identification No. 24-36-28-001 & 24-36-28-00-17

PROPOSAL

PHIL LOWERRE, SR.
3655 Canaveral Groves Blvd.
Cocoa, FL 32926-6832
State Certified Roofing Contr.
CCC #057999

Phone/Fax (321) 632-8621

TO: LEON COHEN
780 AVOCADO DR.
MERRITT ISLAND, FL. 32953
leon1942@aol.com

PHONE	DATE
321-453-3420-OFFICE	OCT.9, 2017
JOB NAME / LOCATION	
1003 N. COCOA BLVD. COCOA, FL. 32922	
JOB NUMBER	JOB PHONE 321-591-1643-CELI

We hereby submit specifications and estimates for:

[LABOR AND MATERIAL]

REMOVE, TARPS, LOOSE DEBRIS, DAMAGED DECKING, DAMAGED FASCIA AND TAKE AWAY.

INSTALL, NEW HYDRO STOP WATERPROOFING ROOFING SYSTEM.

APPLY, HYDRO STOP FOUNDATION COAT OVER ENTIRE DECK SYSTEM.

EMBED, NON WOVEN POLYESTER FABRIC INTO FOUNDATION COAT.

APPLY, HYDRO STOP SATURATION COAT OVER FABRIC.

APPLY, TWO (2) COATS OF HYDRO STOP PREMIUM WHITE FINISH COAT.

PRICE.....**$ 10,600.00**

ALLOWENCE, UPTO $ 1,500.00 FOR DAMAGED FASCIA,CEILING JOIST, RAFTERS AND DECKING.

ANY OTHER DAMAGED LUMBER, OWNER WILL BE NOTIFIED OF EXTRA COAST.

HYDRO STOP ROOFING SYSTEMS CARRIE A FIFTEEN (15) YEAR RENEWABLE WARRANTY.
ALL INSTALLATIONS GUARANTEED FOR THREE (3) YEARS

We Propose hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of:
TWELVE THOUSAND ONE HUNDRED----------/XX dollars ($ 12,100.00).

Payment to be made as follows:

$ 4,100.00 DOWN ON CONTRACT
$ 8,000.00 BALANCE PLUS EXTRAS ON COMPLETION

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within THIRTY (30) days.

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

Signature _____

Signature _____

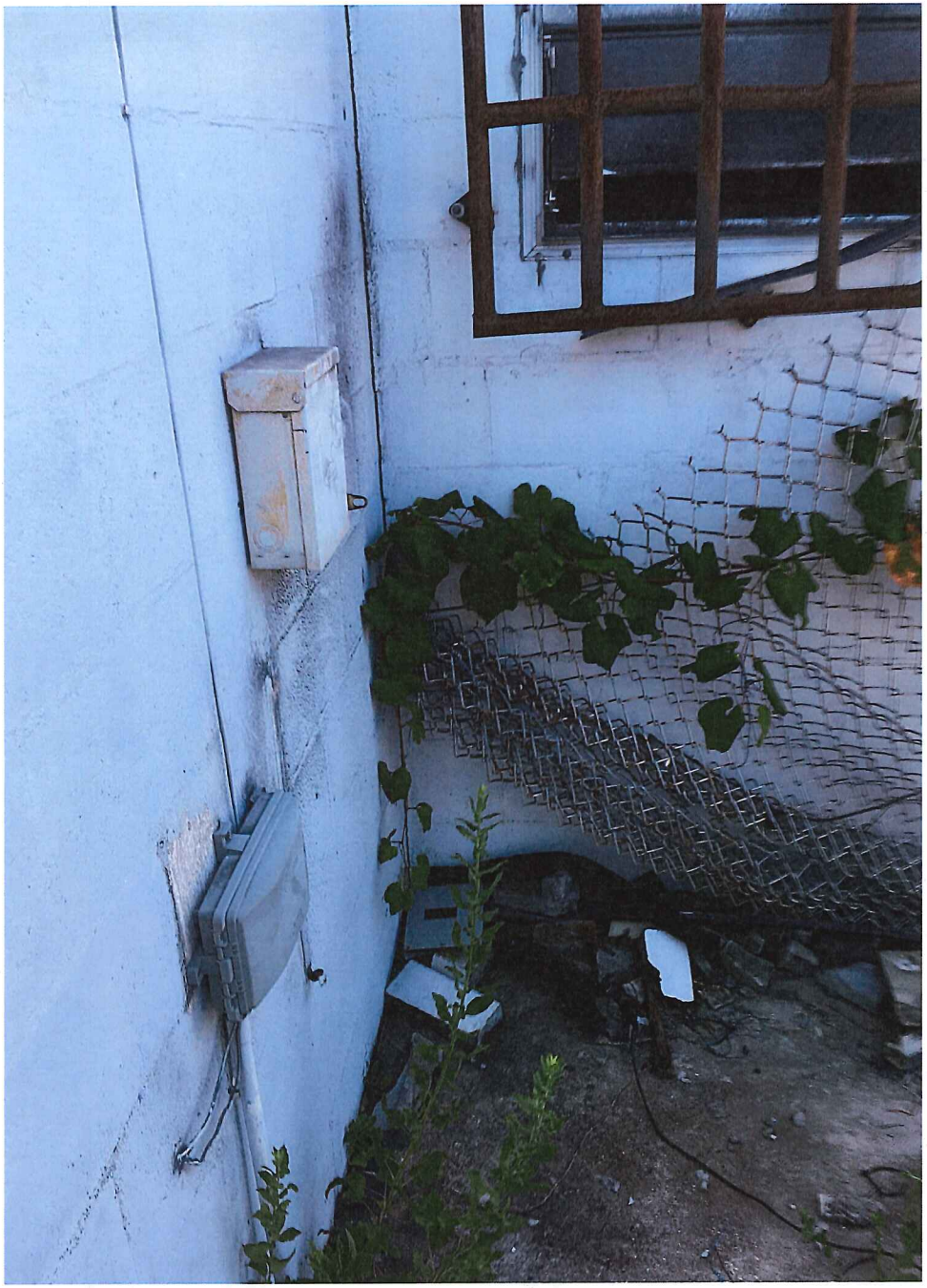
Date of Acceptance: _____

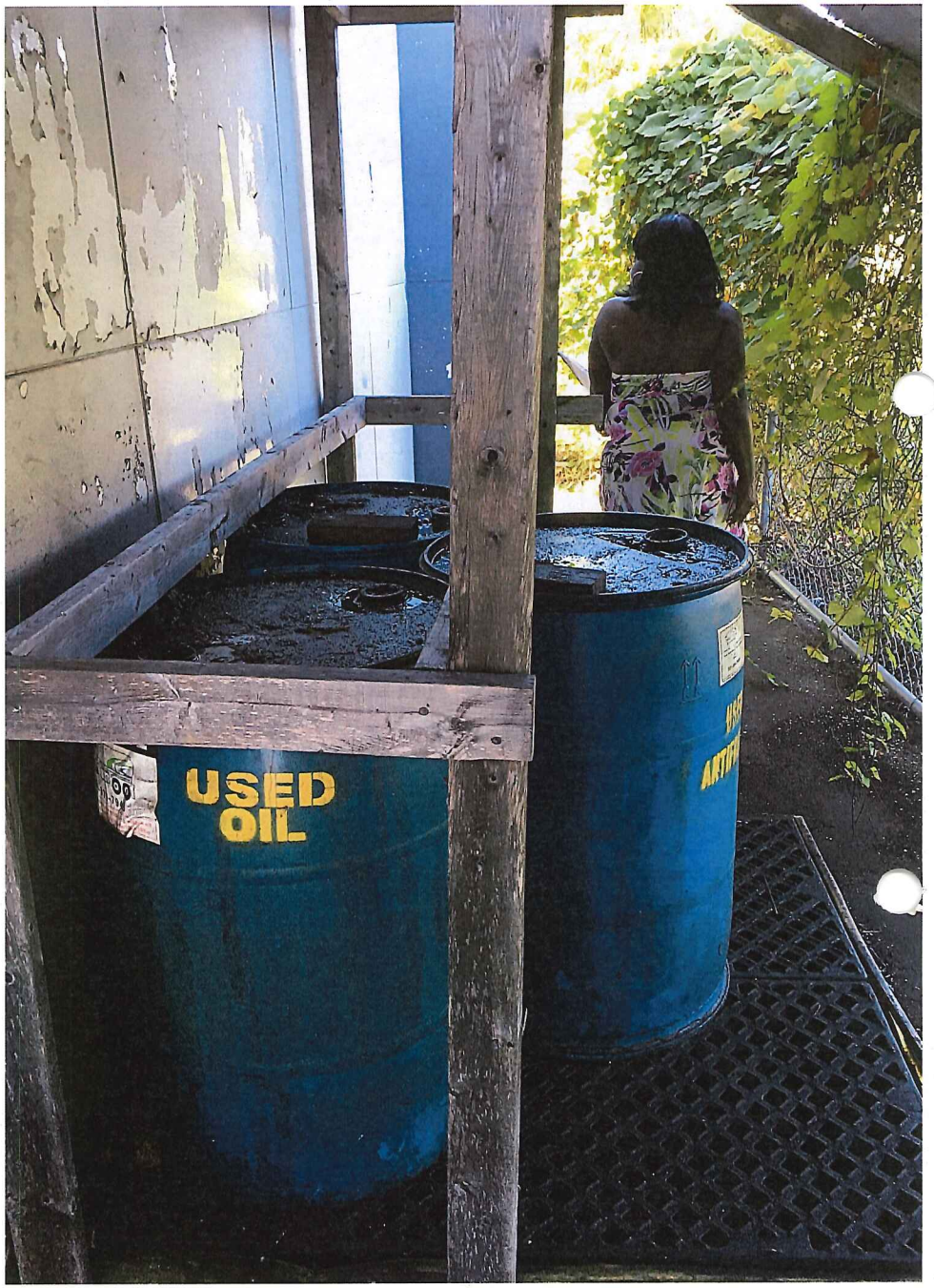
To Reorder:
800-225-6360 or nebs.com

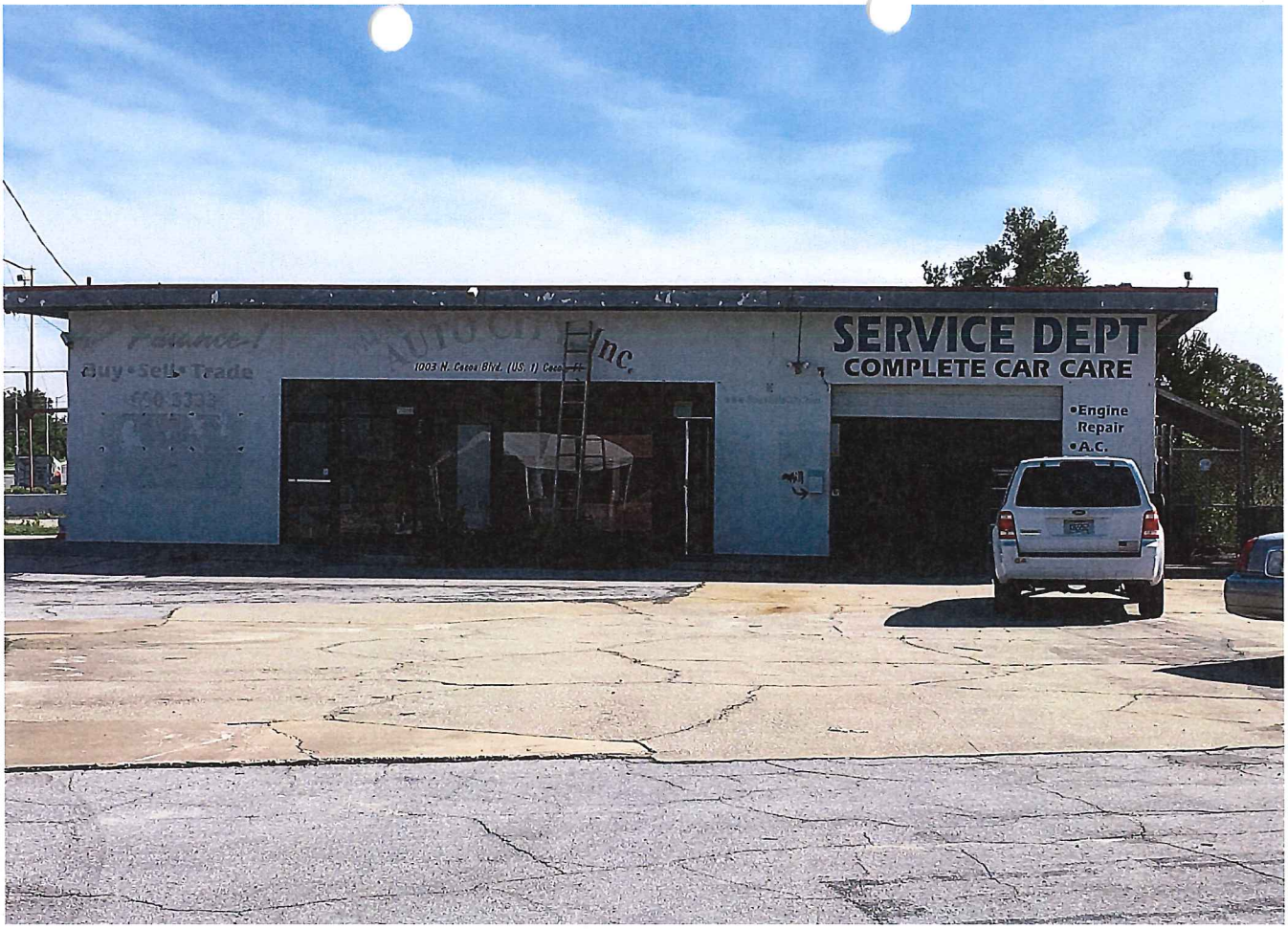
PRINTED IN U.S.A. B


AUTO CITY, Inc.
1003 N. Cocoa Blvd. (US. 1) Cocoa, Fl
SELECTION
SAVINGS
SERVICE


3 N. Cocoa Blvd. (US. 1) Cocoa, Fl
ELECTION
SAVINGS
SERVICE
FINANCE

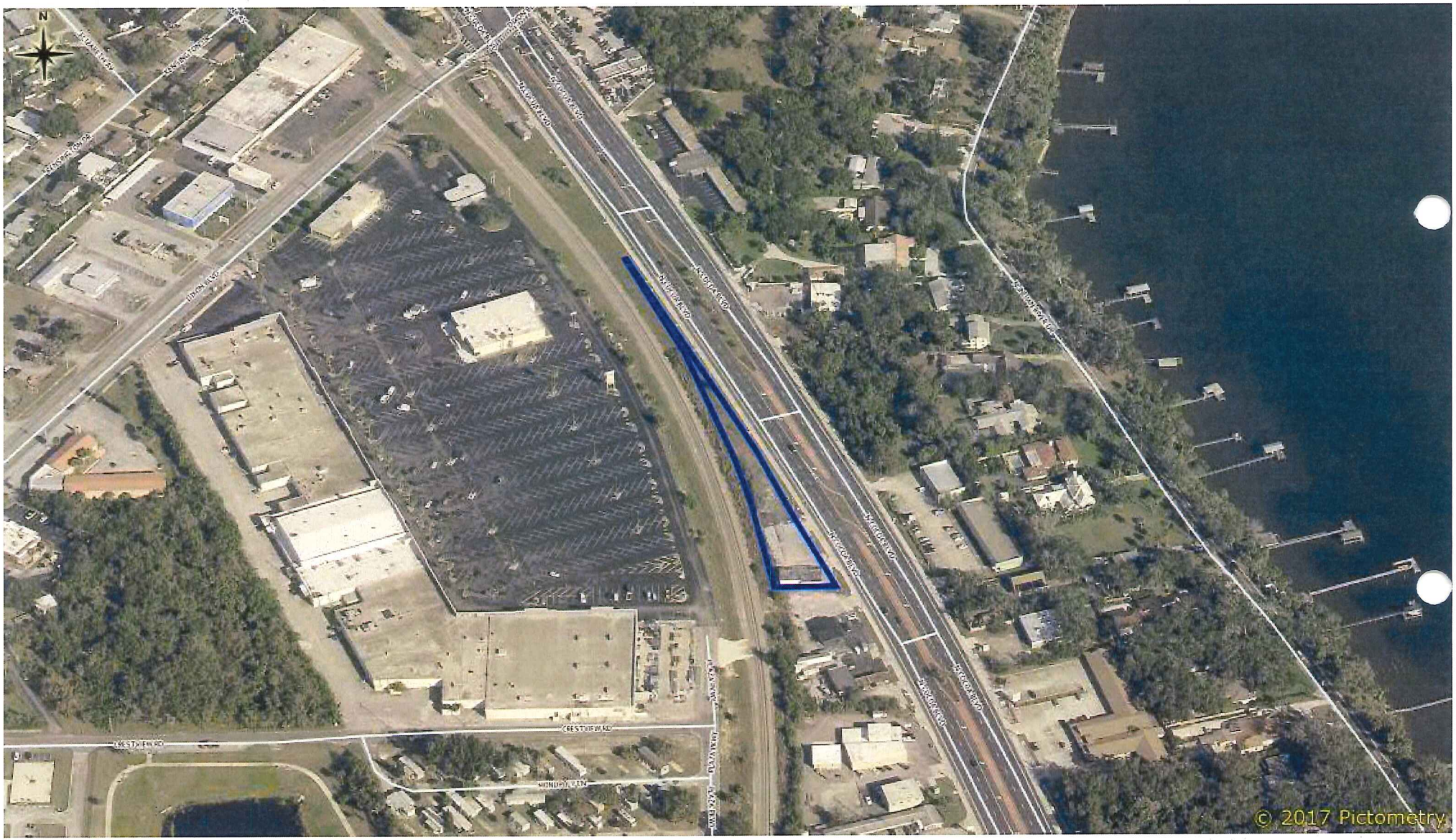



USED
OIL


Buy•Sell•Trade
Inc.
1003 N. Cocoa Blvd. (US. 1)
SERVICE DEPT
COMPLETE CAR CARE
•Engine
Repair
•A.C.


Inc.
1003 N. Cocoa Blvd. (US. 1)
SERVICE DEPT
COMPLETE CAR CARE
•Engine
Repair
•A.C.

1003 N. Cocoa Blvd



01/19/2017

October 19, 2017

Lease Agreement Between:

1003 N. Cocoa LLC, represented by Leon A. Cohen of 375 S. Courtenay Pkwy. Suite #1, Merritt Island, Florida 32952, (321) 453-3420,

and

Dakota's Auto & Detail Center, 1003 N. Cocoa Blvd., Florida, 32922, represented by President Dennis Gallon and Vice President Stephanie Carter Gallon, home address 1281 Estridge Drive, Rockledge, Florida 32955, (321) 213-3950.

Re: Leasing of building, property and lot at 1003 N. Cocoa Blvd., Cocoa, Florida 32922.

The following conditions will apply:

1. Building and lot will be leased "as is" except for repairs or replacement of roof and air conditioner to be done by the landlord.
2. Landlord will not be responsible for any repairs, remodeling or improvements to the building, lot or property at any time, now or in the future, including but not restricted to known damage to toilets and bathrooms.
3. Tenant will undertake necessary repairs to the building and be responsible for the upkeep and maintenance of the building and property in terms of county and city regulations.
4. Tenant will be responsible for all required and appropriate insurance coverage to the building, lot and property.
5. The lease will be effective from November 1, 2017, and will be in effect for a period of 14 months.
6. Rental will be $500 (five hundred dollars) per month for November 2017 and December 2017 starting on November 1, 2017, and then $1,250.00 (one thousand two hundred and fifty dollars) per month from January to December 2018 payable on the first day of each month.

Signed

Leon A. Cohen, M.D. | Dennis Gallon | Stephanie Carter Gallon

Date 10/20/17 | Oct 20, 2017

Continued



GRANT AGREEMENT
COMMERCIAL PROPERTY ENHANCEMENT PROGRAM
CITY OF COCOA, FLORIDA

THIS GRANT AGREEMENT is made this ____ day of _____**, 2017** by and between the City of Cocoa, a Florida municipal corporation, whose address is 65 Stone Street, Cocoa, Florida 32922 (hereinafter referred to sometimes as "City") and **1003 N Cocoa Blvd LLC.** (Hereinafter referred to as the Grantee) whose mailing address is 375 S. Courtenay Pkwy Suite 1, Merritt Island, Florida 32952**.**

RECITALS:

WHEREAS, the City has implemented the Commercial Property Enhancement Program(CPEP), pursuant to Resolution No. 2016-66, the primary purpose of which is to improve the aesthetics and economic order of the community, thereby promoting the public interest, by making matching grants to property owners of commercial property within the Major Transportation Corridors of the City;

WHEREAS, a further objective of the CPEP is to upgrade and preserve the aesthetic appearance and/or structural integrity of commercial buildings in the Major Transportation Corridors in order to reduce blight and make the area more conducive to private investment by providing funding incentives to undertake permanent property improvements to commercial building exteriors in the Major Transportation Corridors;

WHEREAS, the City believes the CPEP will thereby stimulate increased business opportunities within eligible Major Transportation Corridors, improve property values, increase tax revenues, and improve employment opportunities;

WHEREAS, grants provided by the City shall be on a dollar for dollar matching basis, matching the investment made by the owner or owners of a particular parcel of commercial property; and

WHEREAS, **Leon A. Cohen, of 1003 N Cocoa LLC,** has submitted an application under the CPEP which the City believes meets the criteria and purposes as outlined by the program.

NOW THEREFORE, in consideration, the mutual covenants and provisions hereof, and other good, diverse, and valuable considerations, the receipt and sufficiency all of which is hereby acknowledged, the parties desiring to be legally bound do hereby agree as follows:

1. **Recitals.** Each and all of the foregoing recitals are hereby incorporated herein and declared to be true and correct.

DRAFT

2. **Property Subject to Agreement.** The real property to be benefited by this grant and that is subject to this Agreement is described on **Exhibit A**, a copy of which is attached hereto and incorporated herein by this reference.

3. **Grant Awarded.**

(a) **Five Thousand Dollar Reimbursement**: The Grantee is hereby awarded a grant pursuant to the City CPEP. All regulations of the CPEP shall be adhered to by the City and the Grantee. The Grantee is required to make a minimum of $10,000 dollar minimum investment in the project, of which $5,000 may be made in the form of sweat equity. The remainder amount of the investment is required to be paid by the recipient, solely as out of pocket costs. The maximum amount of the grant is described in the attached **Exhibit B**. Under no circumstances shall the amount of money granted for qualifying facade improvements under the CPEP to the Grantee exceed the amount set forth in **Exhibit B** as the Maximum of Amount of Grant as approved or otherwise aggregately exceed the sum of $5,000.00 dollars, in the event that a previous grant has been provided to Grantee for the same commercial parcel of property located in the City. Grant funds shall only be paid by the City for qualified approved facade improvements described on **Exhibit B**.

(b) Reduction in Building Permit Fees: In the event the Grantee exceeds the minimum investment Requirement by 100%, thereby expending a minimum of $20,000 on improvements to the eligible property, (**"Greater Investment Option**"), the City will provide the Grantee with a fifty percent waiver of building permit fees. Five Thousand Dollars of the Greater Investment Option may be in the form of in-kind contribution by the Grantee and/or internal work performed by the recipient and recipient's employees, lessees, and other similar contributions in the sole discretion of the City ("Sweat Equity").

(c) The Grant is awarded on a reimbursement basis. Funds subject to this Grant shall be paid to the Grantee by the City only upon substantial completion of all work. Substantial Completion of all work, as that term is utilized in this Agreement, shall constitute issuance of a certificate of occupancy, certificate of completion, or similar instrument, issued by the City of Cocoa's Building Department for the facade improvement work subject to this grant.

(d) To be reimbursed, the Grantee shall provide to the City of Cocoa Department of Community Services on behalf of the City, paid receipts from laborers, suppliers, materialmen, contractors, and sub-contractors. The receipts must include the

following information: 1) Name, address, and telephone number of laborer, supplier, materialmen, contractor, or sub-contractor performing work or supplying material; 2) Date of work or material provided; 3) Description of property upon which the work was provided or to which the material was delivered; 4) Itemized description of work provided (e.g. - who performed the work, how many hours involved, charge for work, type of work performed) or material supplied (e.g. - five 20 pound bags of cement, 2 ten-foot long 3/4" PVC pipes); 5) Itemized cost of work performed or material supplied; 6) Statement of what work or material was for (e.g. - supplied five 20 pound bags of cement for mortar for new block wall on facade of building); and 7) Statement signed by laborer, supplier, materialmen, contractor, or sub-contractor that the amount billed has been paid by the Grantee. The paid receipts are subject to City review and approval for application to this grant. In no event shall more than 50% of the amount noted on a City approved paid receipt be reimbursed to the Grantee.

(d) All work subject to this Grant Agreement must be substantially completed within 360 days of the date of this Agreement.

(e) By execution of this Agreement, the Grantee acknowledges that only State of Florida/Brevard County contractors licensed pursuant to Chapter 489, Florida Statutes, or as otherwise exempted under Section 489.103, Florida Statutes, shall be used to perform the work, and that all legally required permits, certifications, licenses, and insurance shall be obtained for the work to be performed. Authorized work may not be performed by a Grantee and applied to this Grant, unless same was approved prior to the date of this Agreement by the City Governing Board.

(f) Reimbursement shall be denied for any instance in which the terms of this Agreement have been violated.

4. **Warranty of Grantee; Maintenance, Mortgage and Note.**

(a) Grantee agrees and warrants to the City that the funds reimbursed pursuant to this grant shall only be spent for purposes as approved in **Exhibit B**.

(b) Grantee covenants and warrants that all improvements approved for matching funds under this Grant Agreement shall be maintained and preserved for a minimum of five (5) years. Failure to maintain these improvements shall constitute a default under the terms of this Grant Agreement and the accompanying note and mortgage.

(c) The real property owner or owners, whichever shall be the case, shall execute the attached note and mortgage set forth in composite **Exhibit C**, a copy of which is attached hereto and incorporated herein by this reference. The provisions of said note and mortgage are material provisions of this Grant Agreement.

(e) The Grantee hereby agrees to pay for any costs of recordation of the attached Note and Mortgage in the Public Records of Brevard County, Florida, and the recorded original hereof shall be returned to the City for filing in its records.

5. **Grantee is an Independent Contractor.** It is specifically understood and agreed to by and between the parties hereto that in utilizing the funds hereunder, that this grant award, and relationship between the City and the Grantee is one in which the Grantee is an independent contractor of the City and not an agent, employee, joint venturer, or other partner of the City or the City of Cocoa. Nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Grant Agreement shall be interpreted or construed to constitute the Grantee, or any of its agents, volunteers, or employees to be the agent, employee, partner, or representative of the City or the City of Cocoa.

6. **Record retention; Public records; Accounting; Inspection.**

(a) Financial records, supporting documentation, statistical and all other records pertinent to this Grant Agreement shall be retained for a period of at least five (5) years (360 days = 1 year) after final payment by the City of any grant funds, except that in all cases such records shall be retained until final resolution of matters resulting from any litigation, claim, or audit initiated prior to the expiration of the five year retention period and shall continue to be subject to retention until the same is resolved to the satisfaction of the City.

(b) It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, drawing, photograph, or other writing of the Grantee related, directly or indirectly, to this Grant Agreement or the work undertaken by the Grantee for which the Grant has been awarded, shall be deemed to be a public record as defined by Section 119.011, Florida Statutes, whether in the possession or control of the City or the Grantee. Said record, document, computerized information and program, audio or video tape, drawing, photograph, or other writing of the Grantee is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City. Upon request by the City, the Grantee shall supply copies of said public records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the Grantee be open and freely exhibited to the City for the purpose of examination and/or audit.

(c) Grantee financial records shall be prepared and maintained in accordance with generally accepted accounting practices and available for inspection by the City or its authorized representative's at all reasonable times. Grantee agrees that it may be audited for internal performance or accounting matters at any time by the

City to assure compliance with this Grant Agreement. Any monies finally determined as a result of any financial review or audit which are misspent or otherwise not spent as provided for in this Grant Agreement shall be immediately returned to the City. Prior to making any final determination of misspending or failure to comply with this Agreement by the Grantee, the City shall coordinate with the Grantee to allow the Grantee an opportunity to explain its actions or otherwise provide compliance with this Grant Agreement.

(d) City staff is authorized to conduct an inspection of the property at anytime during regular business hours of the property to ensure improvements are maintained in accordance with this Agreement. The City agrees that any inspection shall be coordinated with the property owner or tenant and conducted in a manner so as to minimize interference with the business of the property owner or tenant.

7. **Indemnification and Hold Harmless.** The Grantee agrees to the fullest extent permitted by law, to indemnify and hold harmless the City, its employees, officers, and attorneys from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from the acts, inactions, errors, omissions, intentional or otherwise, arising out of or resulting from: (i) any act or omission on the part of the Grantee, its officers, agents, employees, volunteers, or invitees in the construction, reconstruction, or building of any improvement for which City funds might be reimbursed pursuant to this Agreement; (ii) by reason of any breach, violation or nonperformance of any condition or covenant in this Grant Agreement on the part of the Grantee; (iii) injury and negligence based on a failure to train or supervise workers, employees, contractors, volunteers, or agents of the Grantee in performing services or supplying material for work that is to be reimbursed pursuant to this Grant Agreement; (iv) failure of the Grantee, or its employees, agents, or volunteers, to employ safety measures in the performance of work that is to be reimbursed pursuant to this Grant Agreement; (v) injury or negligence of any person arising from the work or material supplied that is subject to reimbursement pursuant to this Grant Agreement; or (vi) failure to follow or correctly follow directions of the State or any other governmental entity.

The indemnification provided above shall obligate the Grantee to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees, officers, and attorneys which may result from the acts or omissions stated above under this Agreement whether performed by the Grantee or anyone directly or indirectly employed by them. In all events, the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein. This indemnification provision shall survive termination of the Agreement.

8. **Applicable Law/Notice.**

(a) This grant award and the attachments hereto shall be governed by the law of the State of Florida. Venue shall only be properly placed in Brevard County, Florida for state court actions and Orlando, Florida for federal actions.

(b) All notices, demands, requests, instructions, approvals, and claims shall be in writing. All notice of any type hereunder shall be given by U.S. mail or by hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

TO THE CITY: City

c/o The City of Cocoa
Community Services Department
65 Stone Street
Cocoa, Florida 32922

TO THE GRANTEE: **Leon A. Cohen**
1003 N Cocoa Blvd LLC
375 South Courtenay Pkwy
Merritt Island, Florida 32953

Notice shall be deemed to have been given and received on the date the notice is physically received if given by hand delivery or first class U.S. mail, postage prepaid, as addressed above. Notice shall be deemed to have been given and received on the date the notice is mailed, if given by certified mail, return receipt requested, postage prepaid, as addressed above. Any party hereto by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which notice is to be received.

9. **Interpretation.** Both the City and the Grantee have participated in the drafting of all parts of this Agreement. As a result, it is the intent of the parties that no portion of this Grant Agreement shall be interpreted more harshly against either of the parties as the drafter.

10. **Amendment of Grant Agreement.** Modifications or changes in this Grant Agreement must be in writing and executed by the parties bound to this Grant Agreement.

11. **Severability.** Invalidation of any one word, clause, sentence, or paragraph, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other words, clauses, sentences, or paragraphs, all of which shall remain in full force and effect.

DRAFT

12. **Attorney's Fees.** Should any litigation arise concerning this Grant Agreement between the parties hereto, the prevailing party shall be entitled to an award of attorney's fees and costs against the non-prevailing party, including appellate proceedings.

13. **Entire Grant Agreement.** This Grant Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or Agreements, either oral or written, and all such matters shall be deemed merged into this Grant Agreement.

14. **Sovereign Immunity.** Nothing contained in the Agreement shall be construed as a waiver of the City's right sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed regarding the City's potential liability under state or federal law.

15. **Headings.** The headings used in this Agreement are for reference only and shall not be relied upon nor used in the interpretations of this Agreement

IN WITNESS WHEREOF, Grantors and Grantee have set forth their signatures on the day and year written below.

***Witnesses*:**	**GRANTOR:**
_____	City of Cocoa, Florida pursuant to Section 166.021 (8) et seq., Florida Statutes.
Print Name: _____	By: _____
_____	John A. Titkanich, Jr., City Manager AICP. ICMA-CM
Print Name: _____	

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this ___ day of _____, 2017 by **John A. Titkanich, Jr.,** City Manager, City of Cocoa, a Florida municipal corporation, who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed and who is personally known to me and who did not take an oath.

(NOTARY SEAL) _____ Notary Public Signature

DRAFT

_____
Typed or Printed Notary Name

***Witnesses*:**	**GRANTEE:** **Leon A. Cohen** **1003 N Cocoa Blvd LLC**
_____ Print Name: _____ _____ Print Name: _____	_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by **Leon A. Cohen of 1003 N Cocoa LLC,** who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed and who is personally known to me or who has produced _____ as identification and who did not take an oath.

(NOTARY SEAL)

_____
Notary Public Signature

_____
Typed or Printed Notary Name

DRAFT

EXHIBIT A

Description of Real Property Subject to Agreement

Street Address: **1003 N. Cocoa Blvd, Cocoa, Florida 32922**

Owner: 1003 N Cocoa Blvd LLC, is a principal owner of the real property subject to this Commercial Property Enhancement Program Grant Agreement by virtue of one (1) Warranty Deed. The Deed was recorded on March 28, 2016, Official Records Book **7577** Page **2721,** Public Records of Brevard County, Florida.

DRAFT

THIS SECTION OF PAGE LEFT INTENTIONALLY BLANK

Legal Description of Real Property

PARCEL 1:

A tract of land situation in Section 28, Township 24 South, Range 36 East, and in the City of Cocoa, Brevard County, Florida, described as follows:

From a point on the West line of the right of way of the Dixie Highway (U.S. Highway #1, State Road #5) of the South line of lot 9, of the Crestview Subdivision (as shown by the plat of said subdivision recorded in Plat Book 8, Page 47, Public Records of Brevard County, Florida) projected, run the West line of the Dixie Highway Northerly 711.27 feet to the South line off an unnamed street, thence run Northerly on the West line of the right of way of the Dixie Highway aforesaid to a point which is 50 feet North of the South line of said unnamed street, and is on the North line of said street and which is the point of beginning of the land herein described. From the said point of beginning for a first course run Northerly and on the West line of the right of way of the Dixie Highway, a distance of 754.60 feet to the point of intersection of the said Dixie Highway (U.S. Highway #1, State Road #5) on the Westerly side by the right of way of the Florida East Coast Railway, and on the South side by an unnamed street. Together with all the right, title and interest of the parties of the first part in and to the unnamed street situated on the South of the land herein described. Except land as described in O.R. Book 29, Page 48.

Parcel 2:

**A parcel of land lying in the Northwest 1/4 of Section 28, Township 24 South, Range 36 East, City of Cocoa, Brevard County, Florida being more particularly described as follows:
**
Commence at the intersection of the North line of a certain street known as Crestview Road, 50.0 feet wide, extended, and line 53.0 feet Westerly (as measured at right angles) from the centerline of the State Road No. 5 (U.S. No. 1) as presently located, said point being 759.46 feet Northerly (as measured parallel with said centerline) of the intersection of Westerly projection of South line of Lot 9, Crestview Subdivision, as per Plat Book 8, Page 47 and said line 53.0 feet westerly from the centerline of State Road No. 5 (U.S. No. 1); thence Westerly along said line 53.0 feet Westerly of and parallel to said centerline of State Road No. 5 (U.S. No. 1) a distance of 300.0 feet for the point of beginning; thence for a first course, run Northerly along the West Right of Way line of State Road No. 5 (U.S. No. 1), a distance of 200.0 feet to a point; then for a first course, run northerly along the West Right of Way line of State Road No. 5 (U.S. No. 1), a distance of 200.0 feet to a point; thence for a second course, run Westerly, parallel with the North Right of Way of said Crestview Road, a distance of 55.60 feet to a point on the East Right of Way of Florida East Coast Railroad; thence for a third course, run southerly along the East Right of Way of said railroad, a distance of 189.35 feet to a point on said East railroad Right of Way; thence for a fourth course, run easterly, parallel to the second course, 94.32 feet to the point of beginning.

Property Identification No. 24-36-28-001 & 24-36-28-00-17

EXHIBIT B

GRANT DESCRIPTION

Five-Thousand Dollar Reimbursement:

Items to be improved Pursuant to Grant	Estimated Cost of Items to be improved
Remove/Replace Roof Upgrade front façade New paint and signage	**$25,000.00**
	Total: $25,000.00

Reduction in Permit Fees:

Fifty percent (50%) waiver of building permit Fees

DRAFT

DRAFT

EXHIBIT C

MORTGAGE

THIS MORTGAGE DEED, hereinafter referred to as the "Mortgage", executed by **Leon A. Cohen of 1003 N Cocoa LLC, Inc.,** whose address is **375 S. Courtenay Pkwy Merritt Island, FL 32952** hereinafter referred to as the "Mortgagor" this __ day of _____ **2017** to the **City of Cocoa, a** Florida municipal corporation, whose address is 65 Stone Street, Cocoa, FL 32922, hereinafter referred to as the "Mortgagee".

W I T N E S S E T H:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the principal sum of **FIVE THOUSAND DOLLARS AND NO CENTS $5,000.00)**, which indebtedness is evidenced and represented by a certain promissory note in said principal amount executed and delivered by the Mortgagor to and in favor of the Mortgagee of even date herewith hereinafter referred to as the "Note", a copy of which is attached hereto as **Exhibit "A",** and incorporated herein by reference.

WHEREAS, the Mortgagee, as a condition precedent to the extension of credit or the making of the loan evidenced by the Note, has required that the Mortgagor provide Mortgagee with security for the payment or repayment of the indebtedness represented by the Note and for the performance, observance and discharge by the Mortgagor of the various covenants, stipulations and agreements made by Mortgagor to it, in favor of and for the benefit of Mortgagee with respect to said indebtedness.

NOW THEREFORE, in consideration of and in order to secure the payment or repayment of the aggregate principal sums of money set forth in the Note, together with interest thereon and all other sums of money secured hereby, as hereinafter provided and also in order to secure the observance, performance, and discharge by the Mortgagor of all covenants, stipulations and agreements of the Mortgagor to, with, in favor and for the benefit of the Mortgagee, identified herein and in any other documents or instruments executed by Mortgagor to and in favor of Mortgagee for the purpose of evidencing or securing the indebtedness represented by the Note, and for other good and valuable considerations, the Mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the Mortgagee all that certain piece, parcel or tract of land or real property of which the Mortgagor is now seized and in possession, situated in Brevard County, Florida, more particularly describe as follows:

SEE EXHIBIT B

DRAFT

TOGETHER, with all buildings, structures, and other improvements now or hereafter erected, placed or located thereon, and all materials intended for the construction, alteration or repair of any such buildings, structures and improvements, and all and singular, the tenements, hereditaments, rights-of-way, easements, appurtenances and privileges now or hereafter belonging or in any way appertaining to said premises;

TOGETHER, with all right, title and interest of the Mortgagor therein, including any after-acquired title, remainder or reversion, in and to rights-of-way, streets, avenues, roads, alleys and public places open or proposed, in front of, running through, adjoining or adjacent to said premises;

TO HAVE AND TO HOLD all of the same unto the Mortgagee and successors and assigns in fee simple forever;

AND the Mortgagor covenants and warrants with and to the Mortgagee that the Mortgagor is indefeasibly seized of said real property in fee simple and has good right, full power, and lawful authority to convey all of the same; that the Mortgagor hereby fully warrants the title to said real property and will defend the same and the validity and priority of the lien of this Mortgage against the lawful claims of all persons whomsoever; and the Mortgagor further warrants that said real property is free and clear of all liens and encumbrances of any kind, nature or description; save and except ad valorem taxes for years subsequent to December 31, 2016, such easements as are necessary for the furnishing of utility services to the mortgaged premises and those matters and thing intended as exceptions to title in the title insurance insuring the lien of this Mortgage which have heretofore been approved by the Mortgagee, if any; and the following mortgages, liens and encumbrances (if any list in detail):

_____

_____

PROVIDED ALWAYS, however, that if the Mortgagor shall pay unto the Mortgagee the indebtedness evidenced and represented by the Note; and if the Mortgagor shall duly, promptly and fully perform, discharge, execute, effect, complete and comply with and abide by each and every one of the stipulations, agreement, conditions and covenants of the Note and this Mortgage, then this Mortgage and the estate and interest hereby granted and created shall cease, terminate and be null and void.

AND the Mortgagor, for the benefit of the Mortgagee, and its successors and assigns, does hereby expressly covenant and agree:

1. **PAYMENT OF NOTE**. To pay the principal of the indebtedness evidenced and represented by the Note, together with all interest thereon, in accordance with the

terms of the note, promptly at the times, at the place, and in the manner that said principal and interest shall become due, and to promptly and punctually pay all other sums required to be paid by the Mortgagor pursuant to the terms of this Mortgage.

2. **MAINTENANCE AND REPAIR**. To keep all improvements and buildings now existing or hereafter erected on said premises in good order and repair and not to do or permit waste on said premises, nor allow use thereof for any unlawful purpose.

3. **PAYMENT OF TAXES**. To pay all and singular such taxes, assessments and public charges as are already levied or assessed or that may be hereafter levied or assessed when the same shall become due and payable according to law, before they become delinquent, and before any interest or penalty shall attach thereto.

4. **DISCHARGE LIENS**. To immediately pay and discharge (by payment or by bonding off liens pursuant to Florida Statute) from time to time when the same shall become due all lawful claims and demands might result in, or permit the creation of, a lien, charge or encumbrance on the mortgaged premises or any part thereof, and, in general, to do or cause to be done everything necessary so that the lien of this Mortgage shall be fully preserved at the cost of the Mortgagor, without expense to the Mortgagee.

5. **INSURANCE ON IMPROVEMENTS**. To continuously keep the buildings and other improvements now or hereafter existing, erected and located on said premises insured against loss or damage resulting from fire, windstorm, extended coverage and such other hazards, casualties and contingencies and perils in such forms, amounts and for such periods as may from time to time be required by the Mortgagee during the term hereof, but not less than full insurable value. All such insurance shall be carried with such company or companies as may be reasonably acceptable to the Mortgagee and the original policy or policies and renewals thereof (or, at the option of the Mortgagee, duplicate originals or certified copies thereof) together with receipts evidencing payment of the premium therefore shall be deposited with, held by and are hereby assigned to Mortgagee as additional security for the indebtedness secured hereby. Each such policy of insurance shall contain a loss payable clause in favor of and in form reasonably acceptable to Mortgagee and shall provide for not less than thirty (30) days prior written notice of modification, cancellation, termination or expiration to Mortgagee. In the event of loss by reason of the hazards, casualties, contingencies and perils for which insurance has been required by the Mortgagee, and the Mortgagee, at its option, may make proof of loss if not made promptly by the Mortgagor.

6. **OBSERVANCE OF LAWS**. To observe, abide by and comply with all statues, ordinances, orders, requirements or decrees relating to the mortgaged premises enacted, promulgated or issued by any federal, state, or municipal authority or any agency or subdivision thereof, and to observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including, but not limited to, zoning variances, special exceptions and non-conforming uses), privileges,

franchises and concessions which are applicable to said premises or which have been granted to or contracted for by Mortgagor in connection with any existing, presently contemplated or future use of said premises.

7. **AFTER ACQUIRED PROPERTIES**. That all right, title and interest of the Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the real, personal and other property hereinabove described, hereafter acquired by, or released to the Mortgagor, or constructed, assembled or placed by the Mortgagor on the mortgaged premises, and all conversion of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other act by the Mortgagor and specifically described herein, but at any and all times the Mortgagor will execute and deliver to the Mortgagee any and all such further assurances, mortgages, conveyances, or assignments thereof as the Mortgagee may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of this Mortgage.

8. **REIMBURSEMENT OF MORTGAGEE FOR PAYMENTS**. That should the Mortgagor fail to make payment of any taxes, assessments or public charges before the same shall become delinquent, or shall fail to make payment of any insurance premiums or other charges, impositions or liens herein or elsewhere required to be paid by the Mortgagor, then the Mortgagee, at its option, may make payment or payments of the same, and also may redeem said premises from tax sale without any obligation to inquire into the validity of such taxes, assessment and tax sales. In the case of any such payment by the Mortgagee, the Mortgagor agrees to reimburse the Mortgagee upon demand therefore, the amount of such payment with any fees and expenses attendant in making the same, together with interest thereon at the highest rate allowed by law; and, until paid, such amounts and interest shall be added to and become part of the debt secured hereby to the same extent that this Mortgage secures the repayment of the indebtedness evidenced by the Note. Neither the right nor the exercise of the right herein granted unto the Mortgagee to make any such payments as aforesaid shall preclude the Mortgagee from exercising its option to cause the whole indebtedness secured thereby to become immediately due and payable by reason of the Mortgagor's default in making such payments as hereinafter required.

9. **CHANGE OF OWNERSHIP**. That in any event the ownership of the mortgaged property or any part thereof becomes vested in a person or entity other than the Mortgagor, the Mortgagee may, but need not, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this Mortgage and the debt hereby secured in the same manner as with the Mortgagor.

10. **SUBORDINATION OF MORTGAGE** That in any event the Mortgagor enters into a mortgage agreement with a certified insured mortgage lender, the Mortgagee agrees to subordinate its mortgage as needed for the refinancing of the property. Said request for

subordination by the Mortgagor must be made in writing, indicating the reason for the request with the Mortgagor incurring the costs associated with recording fees for the Subordination Agreement.

11. **PAYMENT OF COSTS AND ATTORNEYS' FEES**. That in the event that the Note is placed in the hands of an attorney for collection, whether suit is filed or not, or in the event that the Mortgagee shall become a party either as Plaintiff or as Defendant, in any action, suit, appeal or legal proceedings (including, without limitation, foreclosure, condemnation, bankruptcy or administrative proceedings or any proceeding wherein proof of claim is by law required to be filed), in relation to the property described or the lien created hereby or herein, or for the foreclosure of this Mortgage, the Mortgagor shall save and hold the Mortgagee harmless from and against any and all costs and expenses incurred by the Mortgagee on account hereof, including, but not limited to, reasonable attorneys fees, title searches and abstract and survey charges.

12. **USURY LIMITATION**. That nothing herein contained nor any transaction related hereto shall be construed or so operate as to require the Mortgagor to pay interest as a rate greater than it is now lawful in such case to contract for, or to make any payment or to do any act contrary to law, and Mortgagee shall reimburse the Mortgagor for any interest paid in excess of the highest rate allowed by law or any other payment which may inadvertently be required to be paid contrary to law; and if any clauses or provisions herein contained operate or would prospectively operate to invalidate this Mortgage or the Note in whole or in part, then, such clauses and provisions only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect.

13. **ACCELERATION**. That if default be made in the payment of any installment of the Note, whether of principal or interest, or in the payment of any other sums of money referred to herein, and such default shall not be cured by Mortgagor within thirty (30) days after default be made by the Mortgagor; or that if a default be made in any one of the stipulations, agreements, conditions and covenants of said Note or this Mortgage, or in the event that each and every one of said stipulations, agreements, conditions and covenants are not otherwise duly, promptly and fully discharged or performed, and such default shall not be cured by Mortgagor within thirty (30) days after written notice hereof from Mortgagee then and upon the occurrence of any one of such events or upon the happening of any other event which, according to the terms of this Mortgage or the Note shall entitle the holder to accelerate the maturity of the indebtedness evidenced by the Note, the Mortgagee, at its option, may thereupon or thereafter declare the indebtedness evidenced by this Note, as well as all other monies secured hereby, to be forthwith due and payable as if all of said sums of money were originally stipulated to be paid on such day, and thereupon, without notice or demand, the Mortgagee may avail itself of all rights and remedies provided by law and may prosecute a suit at law or in equity as if all monies secured hereby had matured prior to its institution. The failure or omission on the part of the Mortgagee to exercise the option for acceleration of maturity and/or foreclosure following any default as aforesaid or to exercise

any other option granted hereunder to Mortgagee where entitled to do so in any one or more instances, shall not constitute a waiver of any subsequent default.

14. **MISCELLANEOUS**. The provisions hereof shall be binding upon the Mortgagor, its successors and assigns and shall inure to the benefit of Mortgagee and its successors and assigns. Where more than one Mortgagor is named herein, the obligations and liabilities of said Mortgagor shall be joint and several. The words "Mortgagor" and "Mortgagee" shall be interpreted to mean singular, plural, feminine, masculine or neuter as the context shall require.

15. **HEADING**. The language or terms set forth in the headings are not to be construed or relied upon as material terms of this Agreement and are intended solely for ease of reading.

16. **CONSTRUCTION OF LANGUAGE**. This instrument is to be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, we have executed this instrument the day and year set forth above.

_____
Leon A. Cohen
1003 N Cocoa Blvd LLC

WITNESSES:

_____
Print Name:_____

_____
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by **Leon A. Cohen of 1003 N Cocoa LLC, Inc.,** who is personally known to me, or who has produced _____ as identification, and who did not take an oath.

_____
NOTARY PUBLIC

DRAFT

Exhibit A

DRAFT

DEFERRED PAYMENT PROMISSORY NOTE

$5,000.00 **_____, 2017**

Cocoa, Florida

FOR VALUE RECEIVED, the undersigned Borrower (if more than one, jointly and severally) promises to pay to the order of the **City of Cocoa Florida**, a Florida municipal corporation, herein referred to as (City), or its assigns, the principal sum of Five Thousand DOLLARS and No CENTS ($ 5,000.00). This note is secured by a mortgage on real property described herein dated of even date herewith:

1003 N. Cocoa Blvd Cocoa, FL 32922

Parcel Identification Numbers:

Payment of the principal amount of this note is deferred while the undersigned remains fee simple owner of the real property secured by this note for a consecutive period of FIVE (5) calendar years from the date this note is executed. During the deferred term of this note, it shall not accrue interest, and the principal balance shall be forgiven TWENTY percent (20%) annually on the occurrence of each anniversary date, at which time the debt shall be satisfied. The anniversary date shall be based on the date the note is executed pursuant to that certain Agreement between the undersigned Borrower and the City. Transfer of ownership of the real property secured by this note or change of domicile by the undersigned Borrower shall constitute a default, and the balance of the note unforgiven shall become due and payable in full immediately unless such transfer of ownership complies with the conditions set forth under the Agreement hereinabove mentioned. The City shall not be obligated to forgive any portion of this note except upon the actual occurrence of each anniversary date. Upon default, the principal remaining shall be the balance existing on the last anniversary date to have actually occurred, and the remaining principal balance of the Note shall accrue interest at three percent (3%) per annum from the date of default. Failure of the City to demand payment upon default shall not constitute a waiver of such default.

The undersigned Borrower(s) reserves the right to prepay, at any time, all or any part of the principal amount of this note without penalty. Any payments on the Note shall first be applied to the main principal balance and then interest, if any.

DRAFT

That in any event the Mortgagor enters into a mortgage agreement with a certified insured mortgage lender, the Mortgagee agrees to subordinate its mortgage as needed for the refinancing of the property.

If suit is instituted by the City or its assignee to recover on this note, the undersigned Borrower agrees to pay all costs of collection, including a reasonable attorney's fee through all appellate proceedings. The undersigned Borrower hereby waives demand, notice of non-payment, and notice of protest.

IN WITNESS WHEREOF, we have executed this instrument the day and year set forth above.

_____

Leon A. Cohen
1003 N Cocoa Blvd LLC

WITNESSES:

_____

Print Name:_____

_____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by **Leon A. Cohen of 1003 N Cocoa LLC, Inc.,** who is personally known to me, or who has produced _____ as identification, and who did not take an oath.

_____

NOTARY PUBLIC

DRAFT

Exhibit B

Description of Real Property Subject to Agreement

Street Address: **1003 N. Cocoa Blvd Cocoa, FL 32922**

Owner: 1003 N Cocoa Blvd LLC is a principal owner of the real property subject to this Commercial Property Enhancement Program Grant Agreement by virtue of one (1) Warranty Deed. The Deed was recorded on March 28, 2016, in Official Records Book **7577** Page **2721** Public Records of Brevard County, Florida.

DRAFT

THIS SECTION OF PAGE LEFT INTENTIONALLY BLANK

DRAFT

Legal Description of Real Property

PARCEL 1:

A tract of land situation in Section 28, Township 24 South, Range 36 East, and in the City of Cocoa, Brevard County, Florida, described as follows:

From a point on the West line of the right of way of the Dixie Highway (U.S. Highway #1, State Road #5) of the South line of lot 9, of the Crestview Subdivision (as shown by the plat of said subdivision recorded in Plat Book 8, Page 47, Public Records of Brevard County, Florida) projected, run the West line of the Dixie Highway Northerly 711.27 feet to the South line off an unnamed street, thence run Northerly on the West line of the right of way of the Dixie Highway aforesaid to a point which is 50 feet North of the South line of said unnamed street, and is on the North line of said street and which is the point of beginning of the land herein described. From the said point of beginning for a first course run Northerly and on the West line of the right of way of the Dixie Highway, a distance of 754.60 feet to the point of intersection of the said Dixie Highway (U.S. Highway #1, State Road #5) on the Westerly side by the right of way of the Florida East Coast Railway, and on the South side by an unnamed street. Together with all the right, title and interest of the parties of the first part in and to the unnamed street situated on the South of the land herein described. Except land as described in O.R. Book 29, Page 48.

Parcel 2:

**A parcel of land lying in the Northwest 1/4 of Section 28, Township 24 South, Range 36 East, City of Cocoa, Brevard County, Florida being more particularly described as follows:
**
Commence at the intersection of the North line of a certain street known as Crestview Road, 50.0 feet wide, extended, and line 53.0 feet Westerly (as measured at right angles) from the centerline of the State Road No. 5 (U.S. No. 1) as presently located, said point being 759.46 feet Northerly (as measured parallel with said centerline) of the intersection of Westerly projection of South line of Lot 9, Crestview Subdivision, as per Plat Book 8, Page 47 and said line 53.0 feet westerly from the centerline of State Road No. 5 (U.S. No. 1); thence Westerly along said line 53.0 feet Westerly of and parallel to said centerline of State Road No. 5 (U.S. No. 1) a distance of 300.0 feet for the point of beginning; thence for a first course, run Northerly along the West Right of Way line of State Road No. 5 (U.S. No. 1), a distance of 200.0 feet to a point; then for a first course, run northerly along the West Right of Way line of State Road No. 5 (U.S. No. 1), a distance of 200.0 feet to a point; thence for a second course, run Westerly, parallel with the North Right of Way of said Crestview Road, a distance of 55.60 feet to a point on the East Right of Way of Florida East Coast Railroad; thence for a third course, run southerly along the East Right of Way of said railroad, a distance of 189.35 feet to a point on said East railroad Right of Way; thence for a fourth course, run easterly, parallel to the second course, 94.32 feet to the point of beginning.

Property Identification No. 24-36-28-001 & 24-36-28-00-17

Legislation Details (With Text)

File #:	17-476	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	10/31/2017			**In control:**	City Council
On agenda:	11/14/2017			**Final action:**	
Title:	Election of Deputy Mayor. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	History of Deputy Mayor.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 31, 2017
Agenda Date: November 14, 2017
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Election of Deputy Mayor.

BACKGROUND:

Article III of the Cocoa City Charter states that an election of Deputy Mayor shall be held annually at the organizational meeting held on the eight day following the general election. Since there is no longer an annual election in the City of Cocoa, City Council has chosen to hold the annual election of the Deputy Mayor during a regular meeting in November. Due to the cancellation of the November 28, 2017 regular City Council meeting, the election has been placed on this agenda.

A history detailing the Deputy Mayor's since 2008 is attached.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

powered by Legistar™

PREVIOUS ACTION:

Elections for Deputy Mayor have been held annually in accordance with the City Charter.

RECOMMENDED MOTION:

Election of Deputy Mayor.

powered by Legistar™

History of Deputy Mayor

(since 2008)

2008-2009	Clarence Whipple, Jr.	District 1
2009-2010	James McCarthy	District 4
2010-2011	Jake Williams, Jr.	District 2
2011-2012	Don Boisvert	District 3
2012-2013	Tyler Furbish	District 4
2013-2014	Clarence Whipple, Jr.	District 1
2014-2015	Brenda Warner	District 2
2015-2016	Don Boisvert	District 3
2016-2017	Don Boisvert	District 3

Legislation Details (With Text)

File #:	17-485	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	11/2/2017			**In control:**	City Council
On agenda:	11/14/2017			**Final action:**	
Title:	Consider the Reappointment of Ms. Barbara Kinsey as a Regular member of the Utilities Advisory Board through November, 2020. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Kinsey Response Letter 10_31_17.pdf Kinsey Consideration letter.pdf UAB Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 2, 2017
Agenda Date: November 14, 2017
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Reappointment of Ms. Barbara Kinsey as a Regular member of the Utilities Advisory Board through November, 2020.

BACKGROUND:

Ms. Barbara Kinsey was appointed as a Regular member of the Utilities Advisory Board in February of 2016. At that time she fulfilled the unexpired term of Ms. Ann Sims. Her term is set to expire November 30, 2017.

Ms. Kinsey has expressed her desire to be reappointed for another three years to the Utilities Advisory Board. She currently meets all of the qualifications for serving on a City board.

If reappointed, her new term would be through November, 2020.

A current UAB roster is attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

Ms. Kinsey was appointed to the Utilities Advisory Board as a Regular member in February, 2016 by the City Council.

RECOMMENDED MOTION:

Consider the Reappointment of Ms. Barbara Kinsey as a Regular member of the Utilities Advisory Board through November, 2020.

In response to inquiry by the Office of the City Clerk, I, Barbara Kinsey,

✓ seek reappointment

____ do not seek reappointment

as a member of the Utilities Advisory Board for the City of Cocoa for a three-year term.

Sincerely,

Barbara Kinsey

Additional Comments: Thank you!

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

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

November 2, 2017

Ms. Barbara Kinsey
1628 Manor Drive
Cocoa, FL 32922

RE: Reappointment as a Regular member to the Utilities Advisory Board

Dear Ms. Kinsey,

Your application for reappointment to the Utilities Advisory Board will be considered by the City Council at its regular meeting on November 14, 2017.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call my office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

Utilities Advisory Board	**Meets Forth Wednesday Every Month @ 6pm**			**Expirations in November**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Lorraine Koss	2115 N. Indian River Drive Cocoa, FL 32922	703-201-8811 (cell)	12/16 reappointed 02/14 appointed (to fill non-renewed term of Carol Noble)	2019
Wesley Park	1112 Abington St. Cocoa, FL 32922 Wesley.n.park@gmail.com	298-2685 (H) 298-4943(W)	05/17 appointed	2020
VACANCY- Ric Holt Resigned 4/14/16	4030 Pinyon Drive, Cocoa, FL 32926	633-7049 (H)	02/15 Reappointed (term exp. 11/2014) 01/12 appointed to Bruce Tate Sr. spot (expired in Nov. 2011)	2017
David H. Jollay	1515 N. Indian River Drive Cocoa, FL 32922 dhjollay@yahoo.com	452-8694 (H) 327-6479 (w) 432-2006 (C)	03/16 Appointed (fulfilled term of F. Barzee)	2017
Barbara Kinsey	1628 Manor Drive Cocoa, FL 32922	638-0269 (H) 652-9049 (C)	02/16 Appointed (fulfilled vacancy from A. Sims)	2017
Vacancy - 1st Alternate Member				
VACANCY-2nd Alternate				
Brevard County Member(s) ~~Mr. Robert G. Adolphe, P.E., Utility Services Director~~ Mark Reagan, JD, PE, Engineer III, Utility Services Department, Alternate	2725 Judge Fran Jamieson Way, Building A-213 Viera FL 32940 Address same as above	633-2089 mreagan@brevardcounty.us steve.peffer@brevardcounty.us	Notice of appointment received 6/11/2010	
~~Angela Apperson~~ ~~Acting City Manager, City of Cape Canaveral~~	105 Polk Avenue Cape Canaveral, FL 32920	868-1230		
Charles Billias City of Cocoa Beach	2 South Orlando Avenue Cocoa Beach, FL 32932			
David Henderson Deputy City Manager City of Rockledge	1600 Huntington Lane Rockledge, FL 32955			
LIAISON	Deputy Mayor Boisvert		Updated 01/17	
Counsel: None				
RECORDING SECRETARY	Norma Hernandez	433-8701		

Legislation Details (With Text)

File #:	17-488	**Version:**	2	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	11/2/2017			**In control:**	City Council
On agenda:	11/14/2017			**Final action:**	
Title:	Consider the Reappointment of Mr. Michael Dobrin, Mr. Al Washington, and Ms. Sherry Ervin as members of the Planning and Zoning Board through November 30, 2020. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Reappointment Letters.pdf Consideration Letters.pdf Planning and Zoning Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 2, 2017
Agenda Date: November 14, 2017
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the reappointment of Mr. Michael Dobrin, Mr. Al Washington, and Ms. Sherry Ervin as members of the Planning and Zoning Board through November 30, 2020.

BACKGROUND:

Mr. Michael Dobrin was appointed to the Planning and Zoning Board in April, 2006. Mr. Dobrin has expressed a willingness to serve an additional three (3) year term through November 30, 2020. His current term ends November 30, 2017.

If reappointed, Mr. Dobrin will serve as the “Council” appointed member through November 30, 2020. He currently meets all qualifications for serving on a City board.

Mr. Al Washington was appointed to the Planning and Zoning Board in August, 2007. Mr. Washington has expressed a willingness to serve an additional three (3) year term through November 30, 2020. His current term ends November 30, 2017.

If reappointed, Mr. Washington will serve as the “Council” appointed member through November 30, 2020. He currently meets all qualifications for serving on a City board.

Ms. Sherry Ervin was appointed to the Planning and Zoning Board in September, 2017. At the time of her appointment, she filled the vacancy of an unexpired term. Her current term ends November 30, 2017.

If reappointed, Ms. Ervin will serve as the “Council” appointed member through November 30, 2020. She currently meets all qualifications for serving on a City board.

Each member has submitted a response form which is attached for Council’s review. A consideration letter for each member is also attached along with a current board roster.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The City Council appoints and reappoints members to Cocoa’s boards and committees as vacancies and term expirations occur.

RECOMMENDED MOTION:

Consider the reappointment of Mr. Michael Dobrin, Mr. Al Washington and Ms. Sherry Ervin as members of the Planning and Zoning Board through November 30, 2020.

powered by Legistar™

✓ In response to inquiry by the Office of the City Clerk, I, Sherry Ervin,

_____ seek reappointment

_____ do not seek reappointment

as a member of the Planning and Zoning Board for the City of Cocoa for a three-year term.

Sincerely,

Sherry Ervin

Sherry Ervin

Additional Comments: _____

_____

_____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

In response to inquiry by the Office of the City Clerk, I, Michael Dobrin,

__V__ seek reappointment

_____ do not seek reappointment

as a member of the Planning and Zoning Board for the City of Cocoa for a three-year term.

Sincerely,

Michael Dobrin

Additional Comments: _____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

In response to inquiry by the Office of the City Clerk, I, Al Washington,

_____ seek reappointment

_____ do not seek reappointment

as a member of the Planning and Zoning Board for the City of Cocoa for a three-year term.

Sincerely,

Al Washington

Additional Comments: _____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

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

November 2, 2017

Mr. Michael Dobrin
100 Riverside Dr. #406
Cocoa, FL 32922

Re: Reappointment to the Planning and Zoning Board

Dear Mr. Dobrin,

The City Council will consider your application for reappointment as the Council appointed member to the Planning and Zoning Board at the Regular City Council meeting being held on Tuesday, November 14, 2017.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call my office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

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

November 2, 2017

Mr. Al Washington
3018 Sandgate Ct.
Cocoa, FL 32922

Re: Reappointment to the Planning and Zoning Board

Dear Mr. Washington,

The City Council will consider your application for reappointment as the Council appointed member to the Planning and Zoning Board at the Regular City Council meeting being held on Tuesday, November 14, 2017.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call my office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

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

November 2, 2017

Ms. Sherry Ervin
335 Meridian Run Dr.
Cocoa, FL 32926

Re: Reappointment to the Planning and Zoning Board

Dear Ms. Ervin,

The City Council will consider your application for reappointment as the Council appointed member to the Planning and Zoning Board at the Regular City Council meeting being held on Tuesday, November 14, 2017.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call my office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

Planning & Zoning Board	Meets Second Wednesday Every Month @ 6pm		Expirations in November	
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Troy Stephan-(non-resident)	100 Harrison St Cocoa, Florida 32922 411 Magnolia Ave., Merritt Island, FL 32953	(321)720-4529	9/2016 to fulfill unexpired term of Billy Meyers	2017
Al Washington ***Vice Chairman (as of 2/2014)***	3018 Sandgate Court, Cocoa FL 32922-4434 al26wash@yahoo.com	636-1099 (H) 432-7567 (C)	10/14 Reappointed 10/11 Reappointed 11/08 Reappointed 08/07 Appointed	2017
Jack L. Moore (non-resident)	P.O. Box 3462 Cocoa FL 32924 2665 Adamson Road, 32926-2639	537-0609 hm & work	11/16 Reappointed 10/13 Reappointed 9/10 Reappointed 1/08 Reappointed 10/04Reappointed 8/03 Appointed to Fill an Unexpired Term	2019
Jake Williams, Jr. (replaced Alex Van Johnson)	1054 Cypress Lane Cocoa FL 32922 Jake_williamsjr02@yahoo.com	633-7459 (H) 698-6758 (C)	12/08/15 reappointed 12/11/12 appointed	2018
Michael Dobrin- ***Chairman (as of 2/2014)***	100 Riverside Drive #406, 32922-7864 MIKE-CONNIE@oleanderpointe.com	637-0884	10/14 Reappointed 10/11 Reappointed 11/08 Reappointed 4/06 Appointed to fill unexpired term	2017
Aleck Greenwood	P.O. Box 1077 Cocoa, FL 32922 agreenwood2@cfl.rr.com	917-3770 (c)	4/16 appointed	2018
Russell Sengel	5683 Saratoga Lane Cocoa FL 32926-2476 rsengel@cfl.rr.com	631-5646 (H) 637-7605 (W) 863-3704 (C)	11/16 Reappointed 10/13 Reappointed 03/13 appointed to fill term not renewed by S. Holmes and not accepted by Mr. Harvey	2019
Sharon Ervin	335 Meridian Run Drive Cocoa, FL 32926 Srcahill2001@yahoo.com	636-0734 (hm) 636-5885 (wk) 863-6916 (cell)	09/17 appointed to fulfill unexp term of Betty Lee	2017
Todd Anderson (non-resident)	1355 Arlington Ave. Merritt Island, FL 32952	403-7595 (cell)	11/16 Reappointed 1/28/14 appointed (to fill vacancy left by Stephenson)	2019
Vacancy – did not renew - Jim Crisafulli (non-voting member)	960 Harbor Pines Drive, MI 32952	453-4993	10/05 Reappointed 1/04 Appointed	2008
VACANCY -1st Alternate				
VACANCY- 2nd Alternate				
LIAISON	Councilwoman Blanco		Updated 01/17	
Counsel: Anthony Garganese/Kristin Eick	PO Box 2873, Orlando, FL 32802-2873	866-425-9566 407-472-0178 (Kristin Eick)		
RECORDING SECRETARY	Monica Arsenault	433-8661		

Legislation Details (With Text)

File #:	17-377	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	8/21/2017			**In control:**	City Council
On agenda:	11/14/2017			**Final action:**	
Title:	Approve an Interlocal Agreement for the conveyance of Brevard County owned property in Lee Wenner Park to the City of Cocoa and authorize the City Manager to execute all related documents and approve a Resolution adjusting the FY 2018 budget and headcount to add a part time facility attendant. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Interlocal Agreement.pdf Brevard County Resolution No. 2017-131.pdf Brevard County Deed.pdf USCG Flotilla 46 Letter.pdf Lee Wenner Park Brevard County History.pdf FY18 Facilities Attendant AB.pdf PA-CS-Facilities Attendant (10-2017).pdf Budget Resolution 2018.docx BAF-PW-Facilities Attendant (11-14-17)~~ Agenda 17-377 - FY18 (2).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 21, 2017
Agenda Date: November 14, 2017
Prepared By: Matthew Fuhrer, Assistant City Manager
Through: John Titkanich, Jr., City Manager
Requested Action:
To approve an Interlocal Agreement for the conveyance of Brevard County owned property in Lee Wenner Park to the City of Cocoa and authorize the City Manager to execute all related documents and approve a resolution adjusting the FY 2018 budget and increase headcount to add a part-time facility attendant.

BACKGROUND:

Currently Lee Wenner Park is an 11.55 acre regional serving park and popular boat launch site that has shared ownership between the City of Cocoa, Brevard County and Florida Department of Transportation.

Conveyance

In 2015, Brevard County reached out to City of Cocoa staff to discuss a potential conveyance of Lee Wenner Park to the City. The desire was based on Brevard County's goal of conveying selected County owned parks within municipalities to those cities that would result in no loss of service to the residents or visitors. Through discussions it was mutually agreed upon that the County would convey their portions of Lee Wenner Park through an Interlocal Agreement to the City of Cocoa with the following summary of terms.

- Conveyance to occur on October 1st 2017
- Restrictive covenant running with the land prohibiting any use other than for municipal recreational purposes. However, the development of small commercial uses to support waterfront or marine-related activities will be allowed, but the development of hotels and/or full service restaurants will not be allowed.)
- Uniform user fees
- The County will provide $60,000 annually to the City for 5 years from the date of the Agreement for the purposes of maintenance out of the District 4 Recreational Fund.
- The County will retain ownership of the old SR-520 Bridge (Pier). However, the City shall have the first right of refusal if the County intends to convey the pier.

The northernmost parcel of the property will remain with the state as right-of-way. To summarize, Brevard County will be transferring ownership of 2 restricted use parcels of land in Lee Wenner Park to the City of Cocoa as well as complete maintenance responsibility.

Ownership Background

The subject area is currently owned or leased by the City and County through several real property conveyances and sovereign submerged land leases granted by the State of Florida as follows:

The State of Florida, Board of Trustees of the Internal Improvement Trust Fund dedicated two parcels of the site to the City of Cocoa. The first dedication, No. 24084, was executed on November 19, 1965. The dedication says the City of Cocoa shall use the land for municipal park purposes only. In the event the lands are not used for stated purposes, the dedication may be terminated. This 5.51-acre parcel contains submerged land and uplands. The other dedication, No. 25177, was executed on February 1, 1971. This 4.45-acre parcel contains both submerged lands and uplands. The dedication says the City of Cocoa shall use the lands for public wayside park only. The upland portions contain the boat ramps and part of the entrance road.

The State of Florida, Board of Trustees of the Internal Improvement Trust Fund, deeded one parcel of land to the County. On June 8, 1967 the Board of County Commissioners accepted the responsibility and maintenance of the old SR 520 Bridge. The County purchased the remaining submerged and upland lots in May of 1969 and April of 1971 that currently contain the roadway entrance as well as day slip area. The second parcel, deed No. 28092, was executed on July 28, 1988. This 4.49-acre parcel contains the majority of the uplands on the northern portion of the site. The site developments

that have taken place since the lands were acquired have been through a combination of grant funding and partnerships between the local government agencies.

USCG Facility

The Board of County Commissioners received a total legislative appropriation of $180,000 in FY 1988 for the development of the US Coast Guard Auxiliary Building. The construction was completed in May of 1989. The facility has been occupied by the USCG Aux, Flotilla 17-6 through a facility use agreement with Brevard County. Due to lack of investment and maintenance, the facility is now in a state of disrepair and City Staff, County Staff and the USCG Aux, Flotilla 17-6 mutually agreed the building needs to be demolished based on structural and code deficiencies. The County and the USCG Aux, Flotilla 17-6 have agreed to utilize the Veterans Memorial Center on Merritt Island for their monthly meetings and this move has taken place. The City anticipates demolition of the structure shortly after acquiring the property to prevent future maintenance costs.

Although the City will receive $60,000 for the first five years of ownership for a total of $300,000, it is estimated the annual maintenance cost of Lee Wenner Park ownership is $55,500 annually plus the cost of a part-time facility attendant ($14,086.00/YR) to clean restrooms and empty trash. The park has substantial deferred capital needs estimated to be near $500,000 through FY2020. The City will continue to work on securing grant funding to supplement capital needs.

Revenue

FY2018- $60,000.00
FY2019- $60,000.00
FY2020- $60,000.00
FY2021- $60,000.00
FY2022- $60,000.00
Total Contribution $300,000.00

Estimated Expenses

FY2018- $60,000: $14,086 PT Facility Attendant (1/1/2018 estimated start date), $45,914 PW Maintenance
FY2019- $60,000: PT Facility Attendant with the remaining amount going towards PW Maintenance
FY2020- $60,000: PT Facility Attendant with the remaining amount going towards PW Maintenance
FY2021- $60,000: PT Facility Attendant with the remaining amount going towards PW Maintenance
FY2022- $60,000: PT Facility Attendant with the remaining amount going towards PW Maintenance

At the conclusion of the 5 years of Brevard County maintenance funding, the City in combination with the Cocoa CRA will need to identify a revenue source to support the maintenance activities at Lee Wenner Park. In addition to the $60,000 of maintenance expenses planned in FY2018, the Cocoa CRA has budgeted $200,000 for safety and security improvements in Lee Wenner Park.

The acquisition of Lee Wenner Park is consistent with the comprehensive plan Objectives 9.1.3 and 9.1.5.

In anticipation of the impending hurricane, the September 12, 2017 City Council meeting was postponed. The agenda item for this conveyance was held until the FEMA process for submittal of

damages as a result of Hurricane Irma could be determined. It has been determined the City can apply for reimbursement alone or in partnership with Brevard County for damages that were sustained as a result of Hurricane Irma to County-owned land.

STRATEGIC PLAN CONNECTION:

Physical Image: Goal 1 Objective 1.1: Improve the City's image through aesthetic improvement of its physical infrastructure including streets, public buildings, public areas and parks.

BUDGETARY IMPACT:

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

Transferring the budgeted payroll for the additional part-time attendant from Public Works to Leisure Services.

From:	001-3560-519.12-00 Regular Salaries & Wages	$11,669
	001-3560-519.21-00 FICA Taxes	$893
	001-3560-519.22-00 Retirement Contributions	$878
	001-3560-519.24-00 Worker's Compensation	$646
To:	001-3290-574.13-00 Other Salaries & Wages	$11,669
	001-3290-574.21-00 FICA Taxes	$893
	001-3290-574.22-00 Retirement Contributions	$878
	001-3290-574.24-00 Worker's Compensation	$646

Source of Funds:
Revenue:
001-0000-366.00-00 Contributions & Donations $60,000.00
(FY2018, 2019, 2020, 2021, 2022) Local Government Agency (Brevard County)

Expenditures: 001-3560-519.52-00 Operating Supplies $45,914

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To approve an Interlocal Agreement for the conveyance of Brevard County owned property in Lee Wenner Park to the City of Cocoa and authorize the City Manager to execute all related documents and approve a resolution adjusting the FY 2018 budget and increase headcount to add a part-time facility attendant.

Prepared by and Return to:

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

INTERLOCAL AGREEMENT
BETWEEN
BREVARD COUNTY AND THE CITY OF COCOA

(Transfer of Lee Wenner Park)

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this 25 day of July, 2017, by and between **BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, (hereafter referred to as the "County") and the **CITY OF COCOA**, a Florida municipal corporation, whose address is 65 Stone Street, Cocoa, Florida 33922, (hereafter referred to as the "City").

W I T N E S S E T H:

WHEREAS, the County and the City desire to continue to cooperate and coordinate the provision of recreational services and facilities within the jurisdictional limits of the city of Cocoa in an efficient and economical manner; and

WHEREAS, the County and the City have common power to provide recreational services and facilities for the benefit of the public; and

WHEREAS, the County currently owns a portion of and maintains all of Lee Wenner Park (inclusive of the boat launch facility); and

WHEREAS, the City currently owns and maintains the Cocoa Riverfront Park (inclusive of the riverfront boardwalk facilities), which has been designated by the citizens of Cocoa as a special scenic and recreational landmark of the City of Cocoa by City Charter; and

WHEREAS, Lee Wenner Park and the Cocoa Riverfront Park are located within the City of Cocoa Downtown Village Area ("Cocoa Village") which is an important area for tourism, redevelopment and special events; and

WHEREAS, Lee Wenner Park and the Cocoa Riverfront Park are also generally connected by the aforesaid riverfront boardwalk and therefore share common attributes and characteristics that are recognized by the public; and

WHEREAS, because of the close proximity of Lee Wenner Park and Cocoa Riverfront Park and their common attributes and characteristics, the County and the City recognize that it may be more efficient and economical for the City to own, manage and improve Lee Wenner Park, especially when it comes to managing the many special events that occur in the Cocoa Village area and the demands of local tourism and recreational needs; and

WHEREAS, the City and the County also recognize that Lee Wenner Park and Cocoa Riverfront Park are located within the redevelopment area of the Cocoa Community Development Agency ("Agency") and that the Agency has adopted a "Cocoa Waterfront Master Plan" under which the City and the Agency have developed a strategic vision for the Cocoa waterfront (including Lee Wenner Park and Cocoa Riverfront Park) and have committed to improving the waterfront in phases through public capital improvements and public/private partnerships to the extent feasible; and

WHEREAS, in furtherance of this recognition, the County and the City are agreeable to transferring ownership, maintenance and functional responsibility of Lee Wenner Park and the

buildings, structures, and facilities thereon to the City under the terms and conditions of this Agreement; and

WHEREAS, the County shall continue to own, maintain, and be responsible for the pier located at Lee Wenner Park; and

WHEREAS, this Agreement is authorized pursuant to the provisions of Chapters 125, 163, and 166, Florida Statutes and other applicable law; and

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

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

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

Section 2. Purpose. The purpose of this Agreement is for the County to assign and transfer to the City ownership over and full functional responsibility for a portion of Lee Wenner Park owned by the County, more particularly and legally described in **"EXHIBIT A."** ("Lee Wenner Park").

Section 3. Transfer of Responsibility. Within thirty (30) days of the date this Agreement is approved and fully executed by both parties ("effective date"), the County shall deliver a deed in accordance with Section 125.411, Florida Statutes, conveying its interest in Lee Wenner Park and all buildings, structures, and facilities thereon to the City. The County deed conveying Lee Wenner Park to the City shall contain a restrictive covenant running with the land prohibiting any use other than for municipal and recreational purposes, as defined herein, and associated uses directly related thereto, including the requirement of uniform user fees. The City is

expected to provide the same, or a better, level of service at Lee Wenner Park. Said County deed is attached herein as **"EXHIBIT B."** The County will continue to own, maintain, and be responsible for the pier, more particularly described in **"EXHIBIT C."** **("Pier")**. The County shall retain an access and maintenance easement over a portion of Lee Wenner Park for accessing and maintaining the Pier. Said easement is more particularly and legally described in **"EXHIBIT D."**

If at any point the County desires to convey the Pier, the County shall notify the City in writing of the County's intent to convey the Pier. The City shall provide written notification to the County of its intent to exercise its right of first refusal within thirty (30) days of receipt of the County's notice. In the event the City fails to exercise the right of first refusal, this provision shall expire and the right of first refusal shall not bind the other purchaser. Nothing herein shall require that the County maintain, reconstruct, or repair the Pier.

The City shall be responsible for the cost to record the deeds and this Agreement in the public records of Brevard County, Florida. Upon conveyance, the City shall have ownership of, plenary authority over and full responsibility for the functional operation and maintenance of Lee Wenner Park. All of the COUNTY's rights, responsibilities, liabilities, duties and obligations as to Lee Wenner Park shall be transferred to and assumed by the CITY and said park shall be deemed City property, with the exception that the County shall be responsible for providing the City with an annual financial contribution for the future maintenance of Lee Wenner Park pursuant to Section 6 of this Agreement.

Section 4. Covenant to Maintain For Municipal and Recreational Purposes. Upon conveyance of Lee Wenner Park to the City, the City agrees to maintain the subject property for municipal and recreational purposes. Both parties agree that the definition of municipal purpose shall include the development of small commercial use to support waterfront or marine-related

activities but does not include the development of hotels and/or full service restaurants. Other non-recreational uses not permitted herein may be permitted upon the written consent of the Brevard County Board of County Commissioners. In event Lee Wenner Park is not used or ceases to be used for the stated purposes herein, then all right, title and interest Lee Wenner Park shall revert to the County which shall thereafter have the right to reenter and repossess Lee Wenner Park. In the event Lee Wenner Park reverts to the County, the City shall ensure that Lee Wenner Park is returned to the County in same condition or better, normal wear and tear excepted. The City agrees to make the use of Lee Wenner Park available to all County residents and visitors with no differential in fees.

Section 5. Additional Terms.

(a) The parties agree there shall be no metered parking at Lee Wenner Park and that, during normal hours of operation, parking shall be provided to the public free of charge.

(b) The parties agree that the name of the park shall remain Lee Wenner Park. The City shall not change the name of the park without the prior written consent of the Brevard County Board of County Commissioners.

Section 6. County's Annual Maintenance Contribution. The County agrees to provide, for a period of five years, an annual financial contribution to the City to be used exclusively by the City for the future maintenance and operation of Lee Wenner Park. Said contribution shall be made each fiscal year commencing on October 1, 2017 and each anniversary thereafter. The annual payment shall be due no later than November 1 of each fiscal year. The annual payment amount shall be as follows:

(a) For a period of five (5) years commencing on October 1, 2017, the payment amount shall be $60,000.00. The total amount of financial contribution to be provided to the City for the

maintenance and operation of Lee Wenner Park is $300,000.00. At the end of the referenced period of five (5) years the County shall have no further obligation of providing financial contributions to the City for the maintenance and operation of Lee Wenner Park.

Section 7. Implementation and Other Documents. To the extent that the County Attorney and City Attorney determine that additional documents are required to be prepared and executed in order to effectuate the conveyance of Lee Wenner Park, the County Manager and City Manager are authorized to prepare or have prepared said documents and execute the same. Further, the parties agree to cooperate and execute such other instruments and documents as may be required to effectuate this Agreement.

Section 8. Employee Status. Persons employed by the CITY in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of the County, nor shall they have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the County's officers and employees either by operation of law or by the County. Persons employed by the County in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of the City, nor shall they have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the City's officers and employees either by operation of law or by the City.

Section 9. Indemnification. Neither party to this Agreement, its officers, employees or agents shall be deemed to assume any liability for the acts, omissions or negligence of the other party, its officers, employee or agents, except as provided by this Agreement.

Section 10. Notices.

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

to:

For the COUNTY:

County Manager
2725 Judge Fran Jamieson Way
Viera, Florida 32940
Telephone: (321) 633-2001

For the CITY:

City Manager
65 Stone Street
Cocoa, Florida 32922
Telephone: (321) 433-8660

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

Section 11. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 12. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and neither this Agreement nor any portion of it may be altered, modified, waived, deleted or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement.

Section 13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties.

Section 14. Public Records. The parties shall allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, which have been made or received in conjunction with this Agreement.

Section 15. Conflict of Interest. Both parties agree that they will not commit any act in the performance of its obligations pursuant to this Agreement that would create a conflict of interest, as defined by Chapter 112, Florida Statutes.

Section 16. Attorney's Fees. In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fee and cost.

Section 17. Governing Law. This Agreement shall be deemed to have been executed and entered into within the State of Florida and this Agreement, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

Section 18. Venue. Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

Section 19. Effective Date. This Agreement shall take effect on the date that it is executed by both parties hereto and recorded in the Official Records of Brevard County, Florida by either the City or County.

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

CITY:

ATTEST:

CITY OF COCOA, FLORIDA:

_____
Carie Shealy, City Clerk

By: _____
Henry U. Parrish, III, Mayor

As authorized for execution by the City of Cocoa City Council at its _____, 2017 regular meeting.

COUNTY:

ATTEST:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS:

SCOTT ELLIS, Clerk of Court

By: _____
Curt Smith, Chairman

Reviewed for legal form and content:

(Assistant) County Attorney

Date: July 25, 2017

As authorized by the Board of County Commissioners at its regular meeting on 7/25/17, 2017.

"EXHIBIT A"

LEE WENNER PARK

Official Records Book 2930, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, and Official Records Book 1174, Page 506.

EXHIBIT "A" TO THE COUNTY DEED

LEE WENNER PARK

Official Records Book 2939, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, and Official Records Book 1174, Page 506.

EXHIBIT "B1" TO THE COUNTY DEED

LEE WENNER PARK

ORB 2930, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, Official Records Book 1174, Page 506, and Official Records Book 832, Page 946.

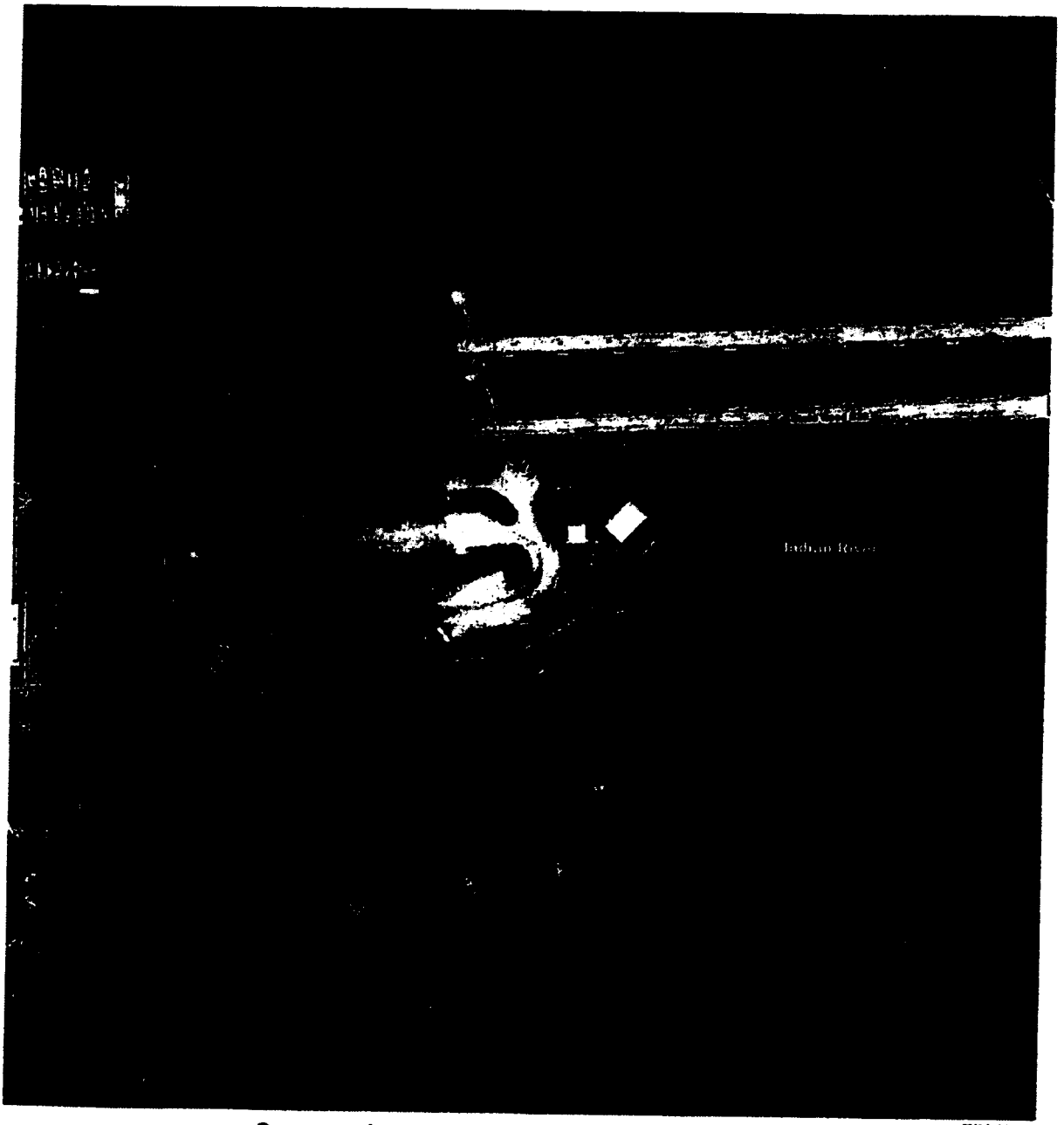
And

Together with those lands described in Dedication No. 25177 (2328-05) from the State of Florida Board of Trustees of the Internal Improvement Trust Fund.

EXHIBIT "B2" TO THE COUNTY DEED

Lee Wenner Park

300 River Edge Boulevard
Cocoa, FL 32922



2010 Aerial

Brevard County Parks and Recreation

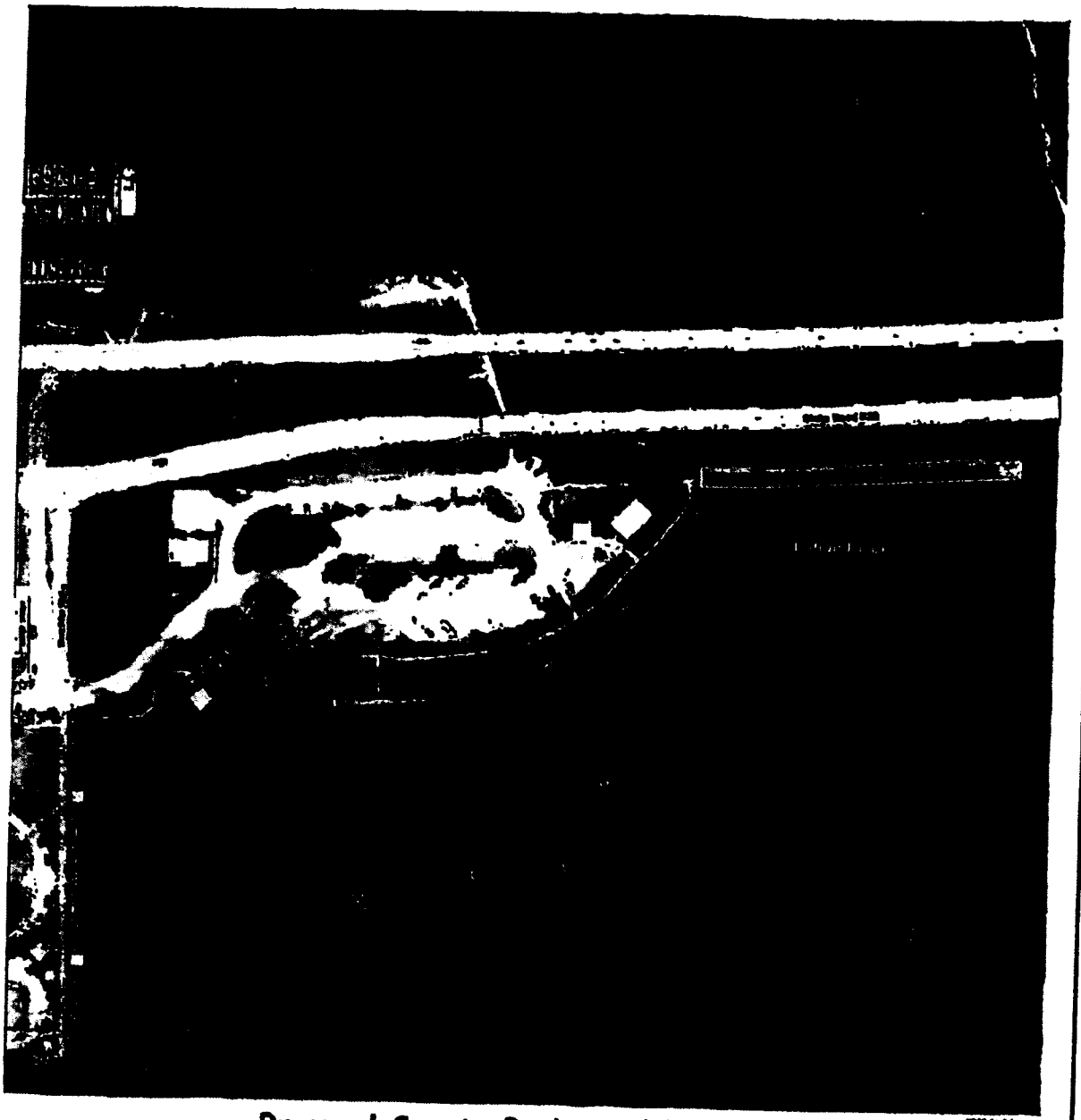
2725 Judge Fran Jamieson Way
Viera, FL 32940

DISCLAIMER: This map is intended for display purposes only and is not intended for any legal representation.

"EXHIBIT C"

Lee Wenner Park

300 River Edge Boulevard
Cocoa, FL 32922



Brevard County Parks and Recreation
2725 Judge Fran Jamieson Way
Viera, FL 32940

"EXHIBIT D"

LEE WENNER PARK

ORB 2930, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, Official Records Book 1174, Page 506, and Official Records Book 832, Page 946.

And

Together with those lands described in Dedication No. 25177 (2328-05) from the State of Florida Board of Trustees of the Internal Improvement Trust Fund.

RESOLUTION NO. 2017-131

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, PURSUANT TO SECTION 125.38, FLORIDA STATUTES, AUTHORIZING THE TRANSFER OF REAL PROPERTY INTEREST IN COUNTY PROPERTY TO A MUNICIPAL CORPORATION; PROVIDING FOR CONDITIONS UPON TRANSFER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Brevard County, Florida (hereinafter referred to as "County") is the owner of certain real property commonly referred to as Lee Wenner Park (inclusive of the boat launch); and

WHEREAS, the County wishes to convey ownership of the Lee Wenner Park to the City of Cocoa, a municipality incorporated under the Laws of Florida (hereinafter referred to as "City"); and

WHEREAS, the County shall continue to own, maintain, and be responsible for the pier located at Lee Wenner park; and

WHEREAS, the City desires to use, operate, maintain, and improve Lee Wenner Park to provide public recreational use and public related activities; and

WHEREAS, the County finds that the City's proposed use of Lee Wenner Park is in the best interest of the County, will serve the public interest, will serve a public purpose and that the Properties are not needed for County purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, that:

1. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.
2. The County will enter into an Interlocal Agreement, attached and incorporated herein as **Exhibit A**, with the City whereby the County agrees to convey certain property to the City, subject to specified conditions.
3. The County has determined that Lee Wenner Park is not needed by the County.
4. The purchase terms and conditions are outlined in the Interlocal Agreement attached herein as **Exhibit A.**
5. This Resolution shall take effect immediately upon its adoption. No obligation to transfer the Property to the City shall arise unless and until the Interlocal Agreement cited in Paragraph 2 is executed by both parties and the conditions of the Interlocal Agreement, relating to the conveyance, have been met.
6. In the event the City fails to comply with the Interlocal Agreement, then title shall revert to the County which shall thereafter have the right to reenter and repossess the property.

DONE, ORDERED AND ADOPTED this 25th day of July, 2017.

ATTEST:

By:_____
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By:_____
Curt Smith, Chairman
As approved by the Board on July 25, 2017

Exhibit A to the Res
(to be replaced with a cc
executed agreeme

Original For Execution by City.

Cover Page / Resolution is a Copy.

Prepared by and Return to:

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

INTERLOCAL AGREEME
BETWEEN
BREVARD COUNTY AND THE CITY OF COCOA

(Transfer of Lee Wenner Park)

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this _____ day of _____, 2017, by and between **BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, (hereafter referred to as the "County") and the **CITY OF COCOA**, a Florida municipal corporation, whose address is 65 Stone Street, Cocoa, Florida 33922, (hereafter referred to as the "City").

WITNESSETH:

WHEREAS, the County and the City desire to continue to cooperate and coordinate the provision of recreational services and facilities within the jurisdictional limits of the city of Cocoa in an efficient and economical manner; and

WHEREAS, the County and the City have common power to provide recreational services and facilities for the benefit of the public; and

WHEREAS, the County currently owns a portion of and maintains all of Lee Wenner Park (inclusive of the boat launch facility); and

WHEREAS, the City currently owns and maintains the Cocoa Riverfront Park (inclusive of the riverfront boardwalk facilities), which has been designated by the citizens of Cocoa as a special scenic and recreational landmark of the City of Cocoa by City Charter; and

WHEREAS, Lee Wenner Park and the Cocoa Riverfront Park are located within the City of Cocoa Downtown Village Area ("Cocoa Village") which is an important area for tourism, redevelopment and special events; and

WHEREAS, Lee Wenner Park and the Cocoa Riverfront Park are also generally connected by the aforesaid riverfront boardwalk and therefore share common attributes and characteristics that are recognized by the public; and

WHEREAS, because of the close proximity of Lee Wenner Park and Cocoa Riverfront Park and their common attributes and characteristics, the County and the City recognize that it may be more efficient and economical for the City to own, manage and improve Lee Wenner Park, especially when it comes to managing the many special events that occur in the Cocoa Village area and the demands of local tourism and recreational needs; and

WHEREAS, the City and the County also recognize that Lee Wenner Park and Cocoa Riverfront Park are located within the redevelopment area of the Cocoa Community Development Agency ("Agency") and that the Agency has adopted a "Cocoa Waterfront Master Plan" under which the City and the Agency have developed a strategic vision for the Cocoa waterfront (including Lee Wenner Park and Cocoa Riverfront Park) and have committed to improving the waterfront in phases through public capital improvements and public/private partnerships to the extent feasible; and

WHEREAS, in furtherance of this recognition, the County and the City are agreeable to transferring ownership, maintenance and functional responsibility of Lee Wenner Park and the

buildings, structures, and facilities thereon to the City under the terms and conditions of this Agreement; and

WHEREAS, the County shall continue to own, maintain, and be responsible for the pier located at Lee Wenner Park; and

WHEREAS, this Agreement is authorized pursuant to the provisions of Chapters 125, 163, and 166, Florida Statutes and other applicable law; and

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

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

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

Section 2. Purpose. The purpose of this Agreement is for the County to assign and transfer to the City ownership over and full functional responsibility for a portion of Lee Wenner Park owned by the County, more particularly and legally described in **"EXHIBIT A."** ("Lee Wenner Park").

Section 3. Transfer of Responsibility. Within thirty (30) days of the date this Agreement is approved and fully executed by both parties ("effective date"), the County shall deliver a deed in accordance with Section 125.411, Florida Statutes, conveying its interest in Lee Wenner Park and all buildings, structures, and facilities thereon to the City. The County deed conveying Lee Wenner Park to the City shall contain a restrictive covenant running with the land prohibiting any use other than for municipal and recreational purposes, as defined herein, and associated uses directly related thereto, including the requirement of uniform user fees. The City is

expected to provide the same, or a better, level of service at Lee Wenner Park. Said County deed is attached herein as **"EXHIBIT B."** The County will continue to own, maintain, and be responsible for the pier, more particularly described in **"EXHIBIT C."** (**"Pier"**). The County shall retain an access and maintenance easement over a portion of Lee Wenner Park for accessing and maintaining the Pier. Said easement is more particularly and legally described in **"EXHIBIT D."**

If at any point the County desires to convey the Pier, the County shall notify the City in writing of the County's intent to convey the Pier. The City shall provide written notification to the County of its intent to exercise its right of first refusal within thirty (30) days of receipt of the County's notice. In the event the City fails to exercise the right of first refusal, this provision shall expire and the right of first refusal shall not bind the other purchaser. Nothing herein shall require that the County maintain, reconstruct, or repair the Pier.

The City shall be responsible for the cost to record the deeds and this Agreement in the public records of Brevard County, Florida. Upon conveyance, the City shall have ownership of, plenary authority over and full responsibility for the functional operation and maintenance of Lee Wenner Park. All of the COUNTY's rights, responsibilities, liabilities, duties and obligations as to Lee Wenner Park shall be transferred to and assumed by the CITY and said park shall be deemed City property, with the exception that the County shall be responsible for providing the City with an annual financial contribution for the future maintenance of Lee Wenner Park pursuant to Section 6 of this Agreement.

Section 4. Covenant to Maintain For Municipal and Recreational Purposes. Upon conveyance of Lee Wenner Park to the City, the City agrees to maintain the subject property for municipal and recreational purposes. Both parties agree that the definition of municipal purpose shall include the development of small commercial use to support waterfront or marine-related

activities but does not include the development of hotels and/or full service restaurants. Other non-recreational uses not permitted herein may be permitted upon the written consent of the Brevard County Board of County Commissioners. In event Lee Wenner Park is not used or ceases to be used for the stated purposes herein, then all right, title and interest Lee Wenner Park shall revert to the County which shall thereafter have the right to reenter and repossess Lee Wenner Park. In the event Lee Wenner Park reverts to the County, the City shall ensure that Lee Wenner Park is returned to the County in same condition or better, normal wear and tear excepted. The City agrees to make the use of Lee Wenner Park available to all County residents and visitors with no differential in fees.

Section 5. Additional Terms.

(a) The parties agree there shall be no metered parking at Lee Wenner Park and that, during normal hours of operation, parking shall be provided to the public free of charge.

(b) The parties agree that the name of the park shall remain Lee Wenner Park. The City shall not change the name of the park without the prior written consent of the Brevard County Board of County Commissioners.

Section 6. County's Annual Maintenance Contribution. The County agrees to provide, for a period of five years, an annual financial contribution to the City to be used exclusively by the City for the future maintenance and operation of Lee Wenner Park. Said contribution shall be made each fiscal year commencing on October 1, 2017 and each anniversary thereafter. The annual payment shall be due no later than November 1 of each fiscal year. The annual payment amount shall be as follows:

(a) For a period of five (5) years commencing on October 1, 2017, the payment amount shall be $60,000.00. The total amount of financial contribution to be provided to the City for the

maintenance and operation of Lee Wenner Park is $300,000.00. At the end of the referenced period of five (5) years the County shall have no further obligation of providing financial contributions to the City for the maintenance and operation of Lee Wenner Park.

Section 7. Implementation and Other Documents. To the extent that the County Attorney and City Attorney determine that additional documents are required to be prepared and executed in order to effectuate the conveyance of Lee Wenner Park, the County Manager and City Manager are authorized to prepare or have prepared said documents and execute the same. Further, the parties agree to cooperate and execute such other instruments and documents as may be required to effectuate this Agreement.

Section 8. Employee Status. Persons employed by the CITY in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of the County, nor shall they have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the County's officers and employees either by operation of law or by the County. Persons employed by the County in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of the City, nor shall they have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the City's officers and employees either by operation of law or by the City.

Section 9. Indemnification. Neither party to this Agreement, its officers, employees or agents shall be deemed to assume any liability for the acts, omissions or negligence of the other party, its officers, employee or agents, except as provided by this Agreement.

Section 10. Notices.

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

to:

For the COUNTY:

County Manager
2725 Judge Fran Jamieson Way
Viera, Florida 32940
Telephone: (321) 633-2001

For the CITY:

City Manager
65 Stone Street
Cocoa, Florida 32922
Telephone: (321) 433-8660

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

Section 11. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 12. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and neither this Agreement nor any portion of it may be altered, modified, waived, deleted or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement.

Section 13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties.

Section 14. Public Records. The parties shall allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, which have been made or received in conjunction with this Agreement.

Section 15. Conflict of Interest. Both parties agree that they will not commit any act in the performance of its obligations pursuant to this Agreement that would create a conflict of interest, as defined by Chapter 112, Florida Statutes.

Section 16. Attorney's Fees. In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fee and cost.

Section 17. Governing Law. This Agreement shall be deemed to have been executed and entered into within the State of Florida and this Agreement, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

Section 18. Venue. Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

Section 19. Effective Date. This Agreement shall take effect on the date that it is executed by both parties hereto and recorded in the Official Records of Brevard County, Florida by either the City or County.

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

CITY:

ATTEST:

CITY OF COCOA, FLORIDA:

_____
Carie Shealy, City Clerk

By: _____
Henry U. Parrish, III, Mayor

As authorized for execution by the City of Cocoa City Council at its _____, 2017 regular meeting.

COUNTY:

ATTEST:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS:

SCOTT ELLIS, Clerk of Court

By: _____
Curt Smith, Chairman

Reviewed for legal form and content:

_____
(Assistant) County Attorney

Date: July 25, 2017

As authorized by the Board of County Commissioners at its regular meeting on 7/25/17, 2017.

"EXHIBIT A"

LEE WENNER PARK

Official Records Book 2930, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, and Official Records Book 1174, Page 506.

Prepared by:
Office of the County Attorney
2725 Judge Fran Jamieson Way
Building C- Suite 308
Viera, Florida 32940

COUNTY DEED

THIS INDENTURE, made this 25 day of July, 2017 between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, party of the first part, and CITY OF COCOA, a Florida Municipal Corporation, party of the second part,

WITNESSETH: that the said party of the first part, for and in consideration of the sum of $10.00 to it in hand paid by the party to the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the land described in Exhibit "A", (the "Property"), said Exhibit is attached hereto and made a part of this Deed, said land lying and being in Brevard County, Florida, and commonly referred to as Lee Wenner Park.

However, the party of the first part reserves a perpetual nonexclusive access and maintenance easement on, over and through the entirety of the Property as depicted in Exhibit "B1", for the purpose of accessing, installing, maintaining and/or repairing the pier as depicted in Exhibit "B2", and all necessary appurtenances thereto.

The Property is to be used solely for providing municipal, recreational, and related activities. Any user fees required by the City must be applied uniformly with no differential in amount charged to the public. In the event this Property is not used or ceases to be used for the stated purpose and under the stated conditions, or in the event the party of the second part fails to comply with the Interlocal Agreement between the County and City dated _____ attached hereto as Exhibit "C" and made a part hereof, then all right title and interest in the Property shall revert to the party of the first part which shall thereafter have the right to reenter and repossess the Property conveyed herein. The foregoing shall be deemed to be a restrictive covenant which shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said board, the day and year aforesaid.

ATTEST:

Scott Ellis, Clerk of Court

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

By: _____
Curt Smith, Chairman
As approved by the Board 7/25/17.

EXHIBIT "A" TO THE COUNTY DEED

LEE WENNER PARK

Official Records Book 2930, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, and Official Records Book 1174, Page 506.

EXHIBIT "B1" TO THE COUNTY DEED

LEE WENNER PARK

ORB 2930, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, Official Records Book 1174, Page 506, and Official Records Book 832, Page 946.

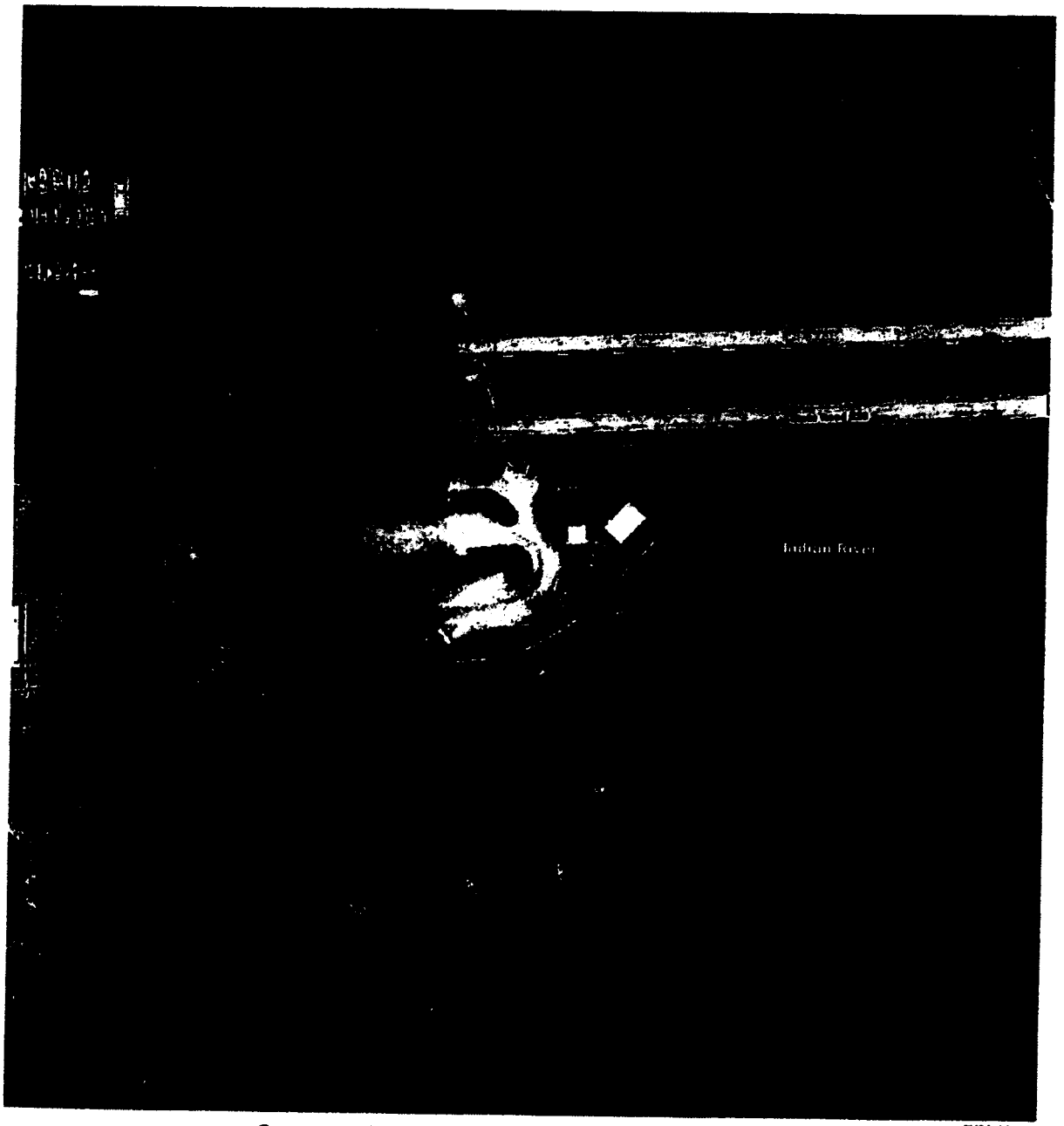
And

Together with those lands described in Dedication No. 25177 (2328-05) from the State of Florida Board of Trustees of the Internal Improvement Trust Fund.

EXHIBIT "B2" TO THE COUNTY DEED

Lee Wenner Park

300 River Edge Boulevard
Cocoa, FL 32922



Brevard County Parks and Recreation

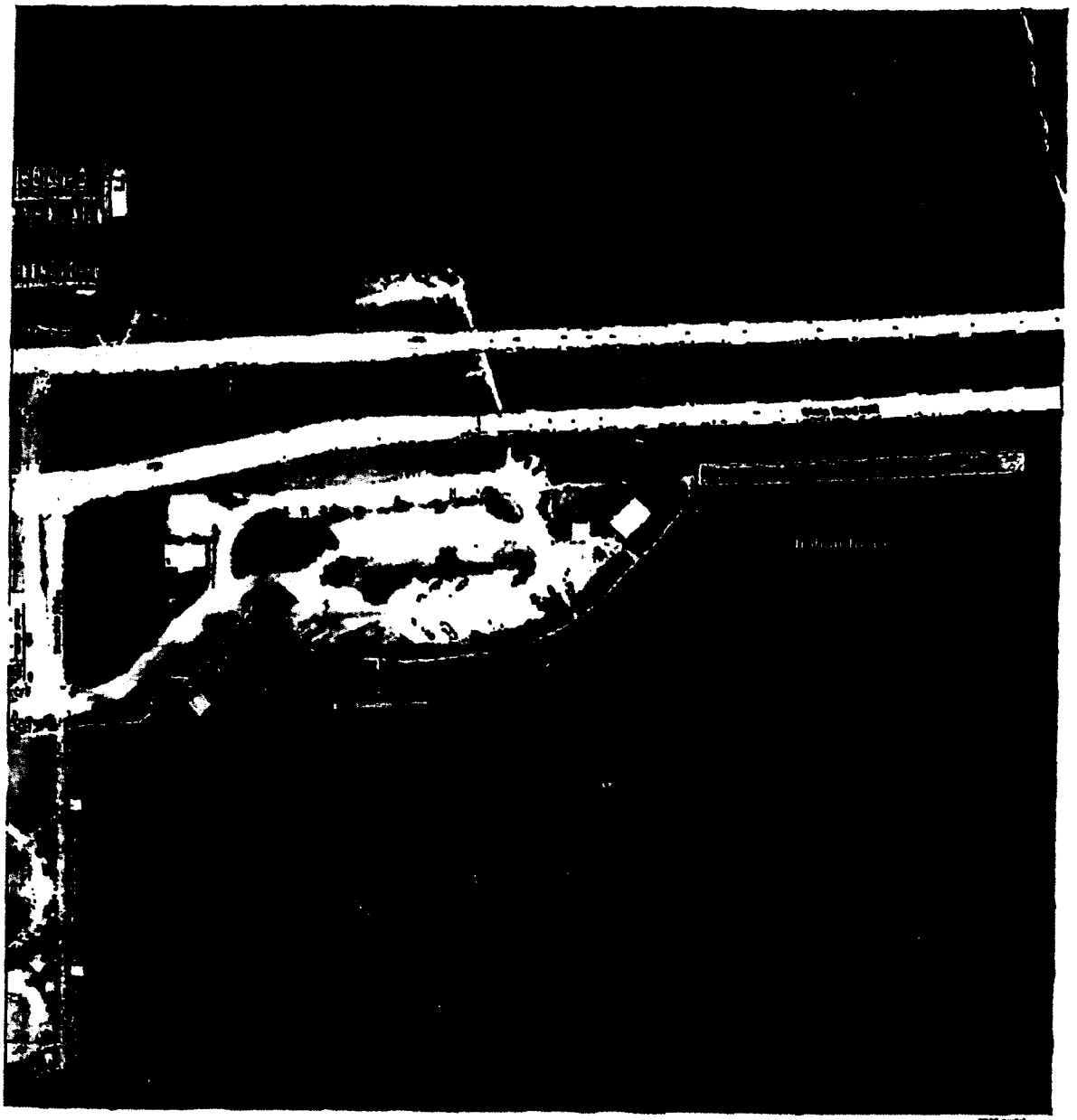
2725 Judge Fran Jamieson Way
Viera, FL 32940

DISCLAIMER: This map is intended for display purposes only and is not intended for any legal representation.

"EXHIBIT C"

Lee Wenner Park

300 River Edge Boulevard
Cocoa, FL 32922



Brevard County Parks and Recreation
2725 Judge Fran Jamieson Way
Viera, FL 32940

DISCLAIMER: This map is intended for display purposes only and is not intended for any legal representation.

"EXHIBIT D"

LEE WENNER PARK

ORB 2930, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, Official Records Book 1174, Page 506, and Official Records Book 832, Page 946.

And

Together with those lands described in Dedication No. 25177 (2328-05) from the State of Florida Board of Trustees of the Internal Improvement Trust Fund.

"EXHIBIT B"

Prepared by:
Office of the County Attorney
2725 Judge Fran Jamieson Way
Building C- Suite 308
Viera, Florida 32940

COUNTY DEED

THIS INDENTURE, made this _____ day of _____, _____between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, party of the first part, and CITY OF COCOA, a Florida Municipal Corporation, party of the second part,

WITNESSETH: that the said party of the first part, for and in consideration of the sum of $10.00 to it in hand paid by the party to the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the land described in Exhibit "A", (the "Property"), said Exhibit is attached hereto and made a part of this Deed, said land lying and being in Brevard County, Florida, and commonly referred to as Lee Wenner Park.

However, the party of the first part reserves a perpetual nonexclusive access and maintenance easement on, over and through the entirety of the Property as depicted in Exhibit "B1", for the purpose of accessing, installing, maintaining and/or repairing the pier as depicted in Exhibit "B2", and all necessary appurtenances thereto.

The Property is to be used solely for providing municipal, recreational, and related activities. Any user fees required by the City must be applied uniformly with no differential in amount charged to the public. In the event this Property is not used or ceases to be used for the stated purpose and under the stated conditions, or in the event the party of the second part fails to comply with the Interlocal Agreement between the County and City dated _____ attached hereto as Exhibit "C" and made a part hereof, then all right title and interest in the Property shall revert to the party of the first part which shall thereafter have the right to reenter and repossess the Property conveyed herein. The foregoing shall be deemed to be a restrictive covenant which shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said board, the day and year aforesaid.

ATTEST:

_____
Scott Ellis, Clerk of Court

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

By: _____
Curt Smith, Chairman
As approved by the Board _____.

"EXHIBIT A"

LEE WENNER PARK

Official Records Book 2930, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, and Official Records Book 1174, Page 506.

"EXHIBIT B1"

LEE WENNER PARK

ORB 2930, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, Official Records Book 1174, Page 506, and Official Records Book 832, Page 946.

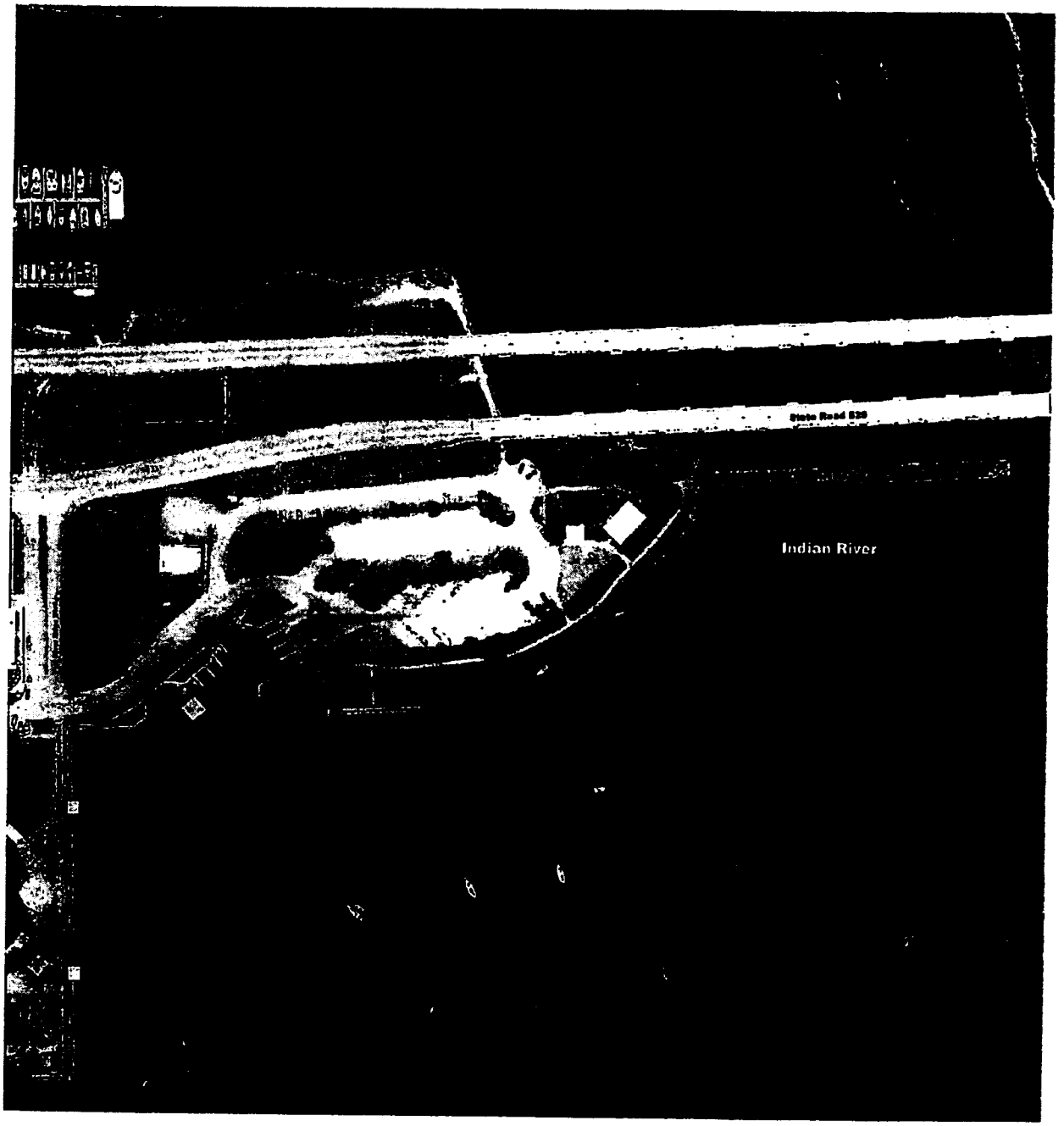
And

Together with those lands described in Dedication No. 25177 (2328-05) from the State of Florida Board of Trustees of the Internal Improvement Trust Fund.

"EXHIBIT B2"

Lee Wenner Park

300 River Edge Boulevard
Cocoa, FL 32922



2010 Aerial

0 80 160 320 Feet

Brevard County Parks and Recreation

2725 Judge Fran Jamieson Way
Viera, FL 32940

DISCLAIMER: This map is intended for display purposes only and is not intended for any legal representation

EXHIBIT "C"

INTERLOCAL AGREEMENT
BETWEEN
BREVARD COUNTY AND THE CITY OF COCOA

Prepared by:
Office of the County Attorney
2725 Judge Fran Jamieson Way
Building C- Suite 308
Viera, Florida 32940

COUNTY DEED

THIS INDENTURE, made this 25 day of July, 2017 between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, party of the first part, and CITY OF COCOA, a Florida Municipal Corporation, party of the second part,

WITNESSETH: that the said party of the first part, for and in consideration of the sum of $10.00 to it in hand paid by the party to the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the land described in Exhibit "A", (the "Property"), said Exhibit is attached hereto and made a part of this Deed, said land lying and being in Brevard County, Florida, and commonly referred to as Lee Wenner Park.

However, the party of the first part reserves a perpetual nonexclusive access and maintenance easement on, over and through the entirety of the Property as depicted in Exhibit "B1", for the purpose of accessing, installing, maintaining and/or repairing the pier as depicted in Exhibit "B2", and all necessary appurtenances thereto.

The Property is to be used solely for providing municipal, recreational, and related activities. Any user fees required by the City must be applied uniformly with no differential in amount charged to the public. In the event this Property is not used or ceases to be used for the stated purpose and under the stated conditions, or in the event the party of the second part fails to comply with the Interlocal Agreement between the County and City dated _____ attached hereto as Exhibit "C" and made a part hereof, then all right title and interest in the Property shall revert to the party of the first part which shall thereafter have the right to reenter and repossess the Property conveyed herein. The foregoing shall be deemed to be a restrictive covenant which shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said board, the day and year aforesaid.

ATTEST:

Scott Ellis, Clerk of Court

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

By: _____
Curt Smith, Chairman
As approved by the Board 7/25/17.

"EXHIBIT A"

LEE WENNER PARK

Official Records Book 2930, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, and Official Records Book 1174, Page 506.

"EXHIBIT B1"

LEE WENNER PARK

ORB 2930, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, Official Records Book 1174, Page 506, and Official Records Book 832, Page 946.

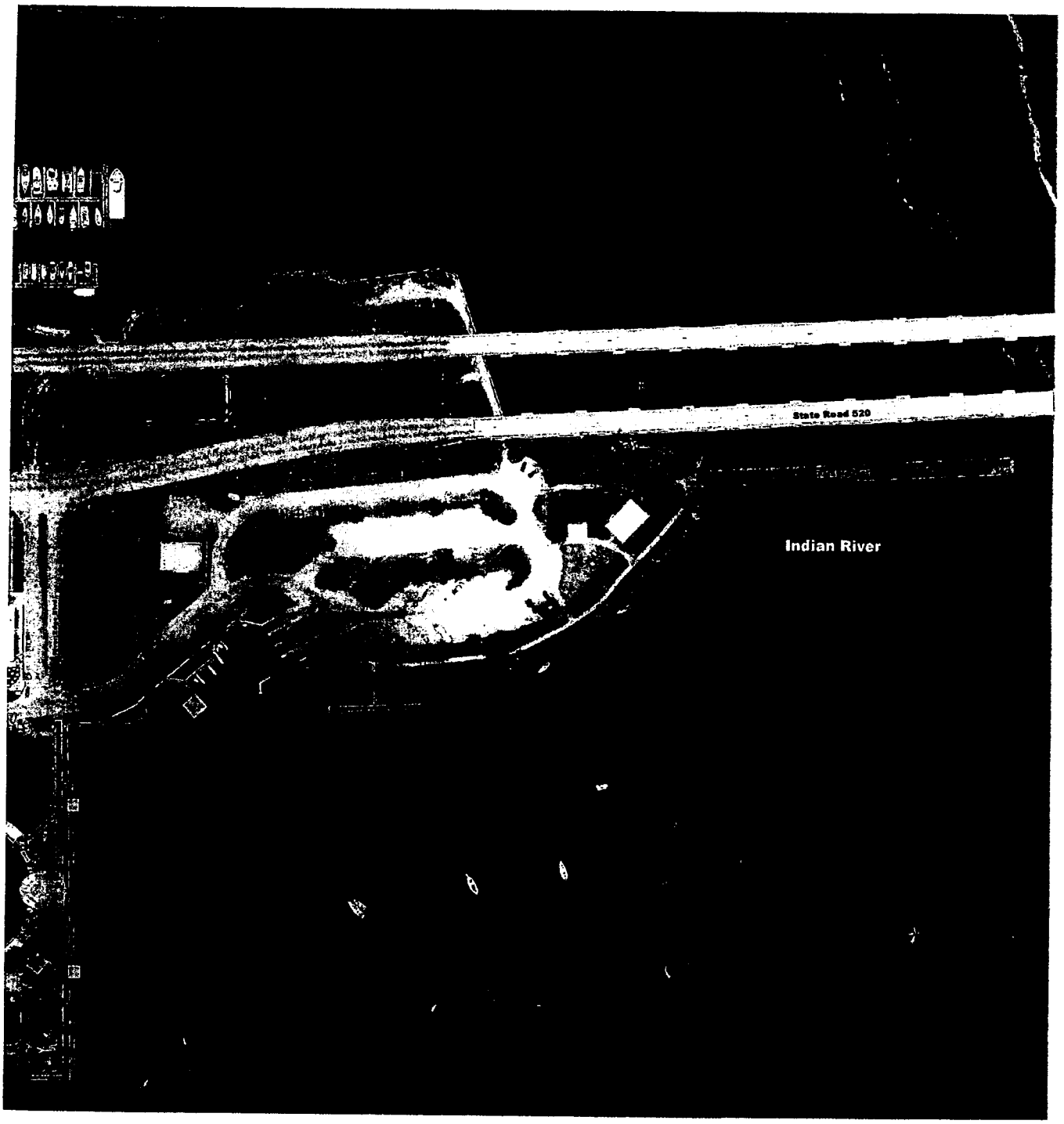
And

Together with those lands described in Dedication No. 25177 (2328-05) from the State of Florida Board of Trustees of the Internal Improvement Trust Fund.

"EXHIBIT B2"

Lee Wenner Park

300 River Edge Boulevard
Cocoa, FL 32922



2016 Aerial

0 50 100 200 Feet

Brevard County Parks and Recreation

2725 Judge Fran Jamieson Way
Viera, FL 32940

DISCLAIMER: This map is intended for display purposes only and is not intented for any legal representation.

Exhibit C to Deed

Prepared by and Return to:

To be replaced with Fully executed copy.

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

INTERLOCAL AGREEME
BETWEEN
BREVARD COUNTY AND THE CIT

(Transfer of Lee Wenner Pa

THIS INTERLOCAL AGREEMENT ("Agreement"), ... and this 25 day of July, 2017, by and between **BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, (hereafter referred to as the "County") and the **CITY OF COCOA**, a Florida municipal corporation, whose address is 65 Stone Street, Cocoa, Florida 33922, (hereafter referred to as the "City").

WITNESSETH:

WHEREAS, the County and the City desire to continue to cooperate and coordinate the provision of recreational services and facilities within the jurisdictional limits of the city of Cocoa in an efficient and economical manner; and

WHEREAS, the County and the City have common power to provide recreational services and facilities for the benefit of the public; and

WHEREAS, the County currently owns a portion of and maintains all of Lee Wenner Park (inclusive of the boat launch facility); and

WHEREAS, the City currently owns and maintains the Cocoa Riverfront Park (inclusive of the riverfront boardwalk facilities), which has been designated by the citizens of Cocoa as a special scenic and recreational landmark of the City of Cocoa by City Charter; and

WHEREAS, Lee Wenner Park and the Cocoa Riverfront Park are located within the City of Cocoa Downtown Village Area ("Cocoa Village") which is an important area for tourism, redevelopment and special events; and

WHEREAS, Lee Wenner Park and the Cocoa Riverfront Park are also generally connected by the aforesaid riverfront boardwalk and therefore share common attributes and characteristics that are recognized by the public; and

WHEREAS, because of the close proximity of Lee Wenner Park and Cocoa Riverfront Park and their common attributes and characteristics, the County and the City recognize that it may be more efficient and economical for the City to own, manage and improve Lee Wenner Park, especially when it comes to managing the many special events that occur in the Cocoa Village area and the demands of local tourism and recreational needs; and

WHEREAS, the City and the County also recognize that Lee Wenner Park and Cocoa Riverfront Park are located within the redevelopment area of the Cocoa Community Development Agency ("Agency") and that the Agency has adopted a "Cocoa Waterfront Master Plan" under which the City and the Agency have developed a strategic vision for the Cocoa waterfront (including Lee Wenner Park and Cocoa Riverfront Park) and have committed to improving the waterfront in phases through public capital improvements and public/private partnerships to the extent feasible; and

WHEREAS, in furtherance of this recognition, the County and the City are agreeable to transferring ownership, maintenance and functional responsibility of Lee Wenner Park and the

buildings, structures, and facilities thereon to the City under the terms and conditions of this Agreement; and

WHEREAS, the County shall continue to own, maintain, and be responsible for the pier located at Lee Wenner Park; and

WHEREAS, this Agreement is authorized pursuant to the provisions of Chapters 125, 163, and 166, Florida Statutes and other applicable law; and

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

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

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

Section 2. Purpose. The purpose of this Agreement is for the County to assign and transfer to the City ownership over and full functional responsibility for a portion of Lee Wenner Park owned by the County, more particularly and legally described in **"EXHIBIT A."** ("Lee Wenner Park").

Section 3. Transfer of Responsibility. Within thirty (30) days of the date this Agreement is approved and fully executed by both parties ("effective date"), the County shall deliver a deed in accordance with Section 125.411, Florida Statutes, conveying its interest in Lee Wenner Park and all buildings, structures, and facilities thereon to the City. The County deed conveying Lee Wenner Park to the City shall contain a restrictive covenant running with the land prohibiting any use other than for municipal and recreational purposes, as defined herein, and associated uses directly related thereto, including the requirement of uniform user fees. The City is

expected to provide the same, or a better, level of service at Lee Wenner Park. Said County deed is attached herein as "EXHIBIT B." The County will continue to own, maintain, and be responsible for the pier, more particularly described in "EXHIBIT C." ("Pier"). The County shall retain an access and maintenance easement over a portion of Lee Wenner Park for accessing and maintaining the Pier. Said easement is more particularly and legally described in "EXHIBIT D."

If at any point the County desires to convey the Pier, the County shall notify the City in writing of the County's intent to convey the Pier. The City shall provide written notification to the County of its intent to exercise its right of first refusal within thirty (30) days of receipt of the County's notice. In the event the City fails to exercise the right of first refusal, this provision shall expire and the right of first refusal shall not bind the other purchaser. Nothing herein shall require that the County maintain, reconstruct, or repair the Pier.

The City shall be responsible for the cost to record the deeds and this Agreement in the public records of Brevard County, Florida. Upon conveyance, the City shall have ownership of, plenary authority over and full responsibility for the functional operation and maintenance of Lee Wenner Park. All of the COUNTY's rights, responsibilities, liabilities, duties and obligations as to Lee Wenner Park shall be transferred to and assumed by the CITY and said park shall be deemed City property, with the exception that the County shall be responsible for providing the City with an annual financial contribution for the future maintenance of Lee Wenner Park pursuant to Section 6 of this Agreement.

Section 4. Covenant to Maintain For Municipal and Recreational Purposes. Upon conveyance of Lee Wenner Park to the City, the City agrees to maintain the subject property for municipal and recreational purposes. Both parties agree that the definition of municipal purpose shall include the development of small commercial use to support waterfront or marine-related

activities but does not include the development of hotels and/or full service restaurants. Other non-recreational uses not permitted herein may be permitted upon the written consent of the Brevard County Board of County Commissioners. In event Lee Wenner Park is not used or ceases to be used for the stated purposes herein, then all right, title and interest Lee Wenner Park shall revert to the County which shall thereafter have the right to reenter and repossess Lee Wenner Park. In the event Lee Wenner Park reverts to the County, the City shall ensure that Lee Wenner Park is returned to the County in same condition or better, normal wear and tear excepted. The City agrees to make the use of Lee Wenner Park available to all County residents and visitors with no differential in fees.

Section 5. Additional Terms.

(a) The parties agree there shall be no metered parking at Lee Wenner Park and that, during normal hours of operation, parking shall be provided to the public free of charge.

(b) The parties agree that the name of the park shall remain Lee Wenner Park. The City shall not change the name of the park without the prior written consent of the Brevard County Board of County Commissioners.

Section 6. County's Annual Maintenance Contribution. The County agrees to provide, for a period of five years, an annual financial contribution to the City to be used exclusively by the City for the future maintenance and operation of Lee Wenner Park. Said contribution shall be made each fiscal year commencing on October 1, 2017 and each anniversary thereafter. The annual payment shall be due no later than November 1 of each fiscal year. The annual payment amount shall be as follows:

(a) For a period of five (5) years commencing on October 1, 2017, the payment amount shall be $60,000.00. The total amount of financial contribution to be provided to the City for the

maintenance and operation of Lee Wenner Park is $300,000.00. At the end of the referenced period of five (5) years the County shall have no further obligation of providing financial contributions to the City for the maintenance and operation of Lee Wenner Park.

Section 7. Implementation and Other Documents. To the extent that the County Attorney and City Attorney determine that additional documents are required to be prepared and executed in order to effectuate the conveyance of Lee Wenner Park, the County Manager and City Manager are authorized to prepare or have prepared said documents and execute the same. Further, the parties agree to cooperate and execute such other instruments and documents as may be required to effectuate this Agreement.

Section 8. Employee Status. Persons employed by the CITY in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of the County, nor shall they have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the County's officers and employees either by operation of law or by the County. Persons employed by the County in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of the City, nor shall they have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the City's officers and employees either by operation of law or by the City.

Section 9. Indemnification. Neither party to this Agreement, its officers, employees or agents shall be deemed to assume any liability for the acts, omissions or negligence of the other party, its officers, employee or agents, except as provided by this Agreement.

Section 10. Notices.

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

to:

For the COUNTY:

County Manager
2725 Judge Fran Jamieson Way
Viera, Florida 32940
Telephone: (321) 633-2001

For the CITY:

City Manager
65 Stone Street
Cocoa, Florida 32922
Telephone: (321) 433-8660

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

Section 11. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 12. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and neither this Agreement nor any portion of it may be altered, modified, waived, deleted or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement.

Section 13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties.

Section 14. Public Records. The parties shall allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, which have been made or received in conjunction with this Agreement.

Section 15. Conflict of Interest. Both parties agree that they will not commit any act in the performance of its obligations pursuant to this Agreement that would create a conflict of interest, as defined by Chapter 112, Florida Statutes.

Section 16. Attorney's Fees. In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fee and cost.

Section 17. Governing Law. This Agreement shall be deemed to have been executed and entered into within the State of Florida and this Agreement, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

Section 18. Venue. Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

Section 19. Effective Date. This Agreement shall take effect on the date that it is executed by both parties hereto and recorded in the Official Records of Brevard County, Florida by either the City or County.

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

CITY:

ATTEST:

CITY OF COCOA, FLORIDA:

_____
Carie Shealy, City Clerk

By: _____
Henry U. Parrish, III, Mayor

As authorized for execution by the City of Cocoa City Council at its _____, 2017 regular meeting.

COUNTY:

ATTEST:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS:

SCOTT ELLIS, Clerk of Court

By: _____
Curt Smith, Chairman

Reviewed for legal form and content:

Date: July 25, 2017

(Assistant) County Attorney

As authorized by the Board of County Commissioners at its regular meeting on 7/25/17, 2017.

"EXHIBIT A"

LEE WENNER PARK

Official Records Book 2930, Page 2576:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, and Official Records Book 1174, Page 506.

EXHIBIT "A" TO THE COUNTY DEED

LEE WENNER PARK

Official Records Book 2930, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, and Official Records Book 1174, Page 506.

EXHIBIT "B1" TO THE COUNTY DEED

LEE WENNER PARK

ORB 2930, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, Official Records Book 1174, Page 506, and Official Records Book 832, Page 946.

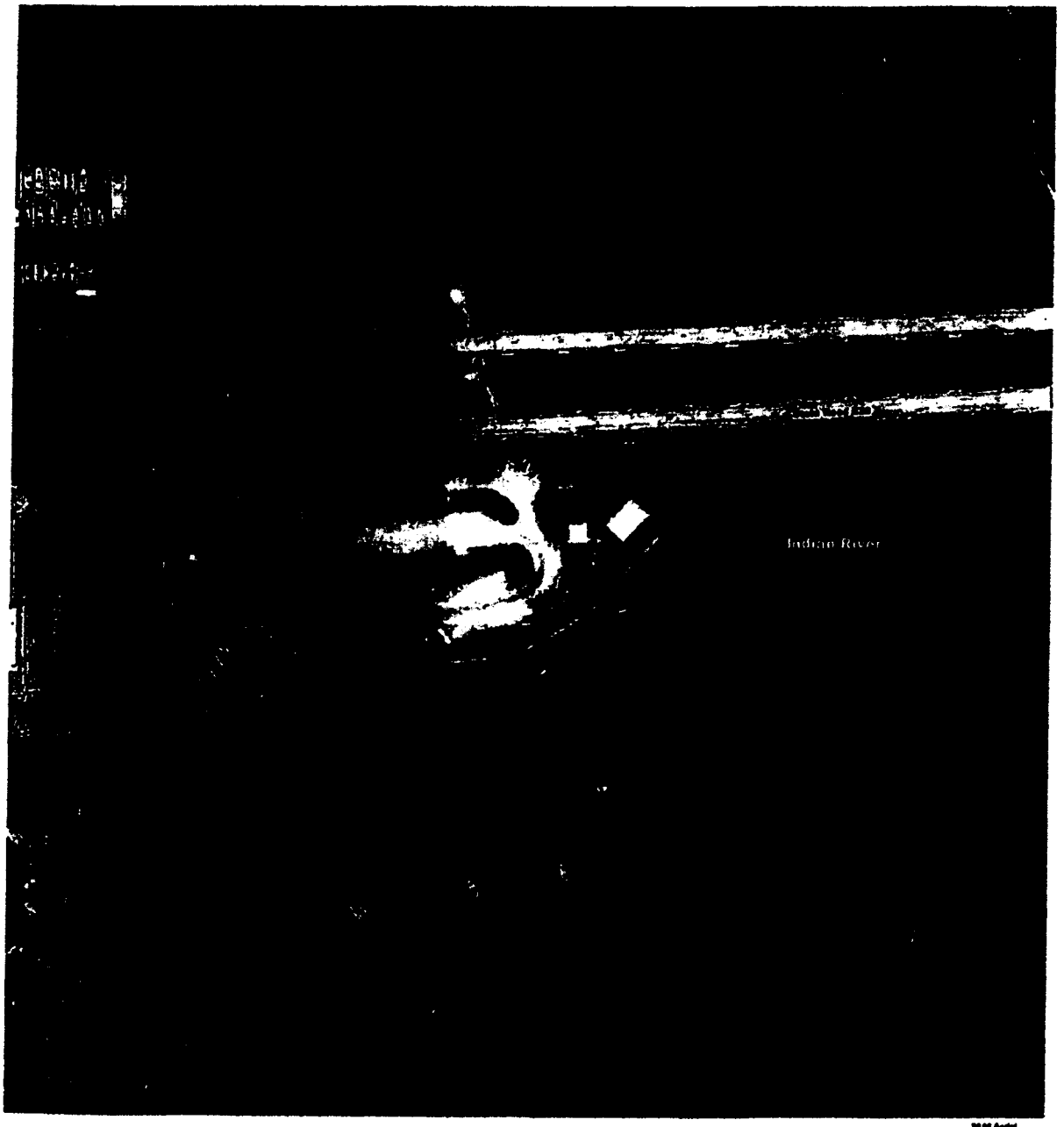
And

Together with those lands described in Dedication No. 25177 (2328-05) from the State of Florida Board of Trustees of the Internal Improvement Trust Fund.

EXHIBIT "B2" TO THE COUNTY DEED

Lee Wenner Park

300 River Edge Boulevard
Cocoa, FL 32922



2016 Aerial

Brevard County Parks and Recreation

2725 Judge Fran Jamieson Way
Viera, FL 32940

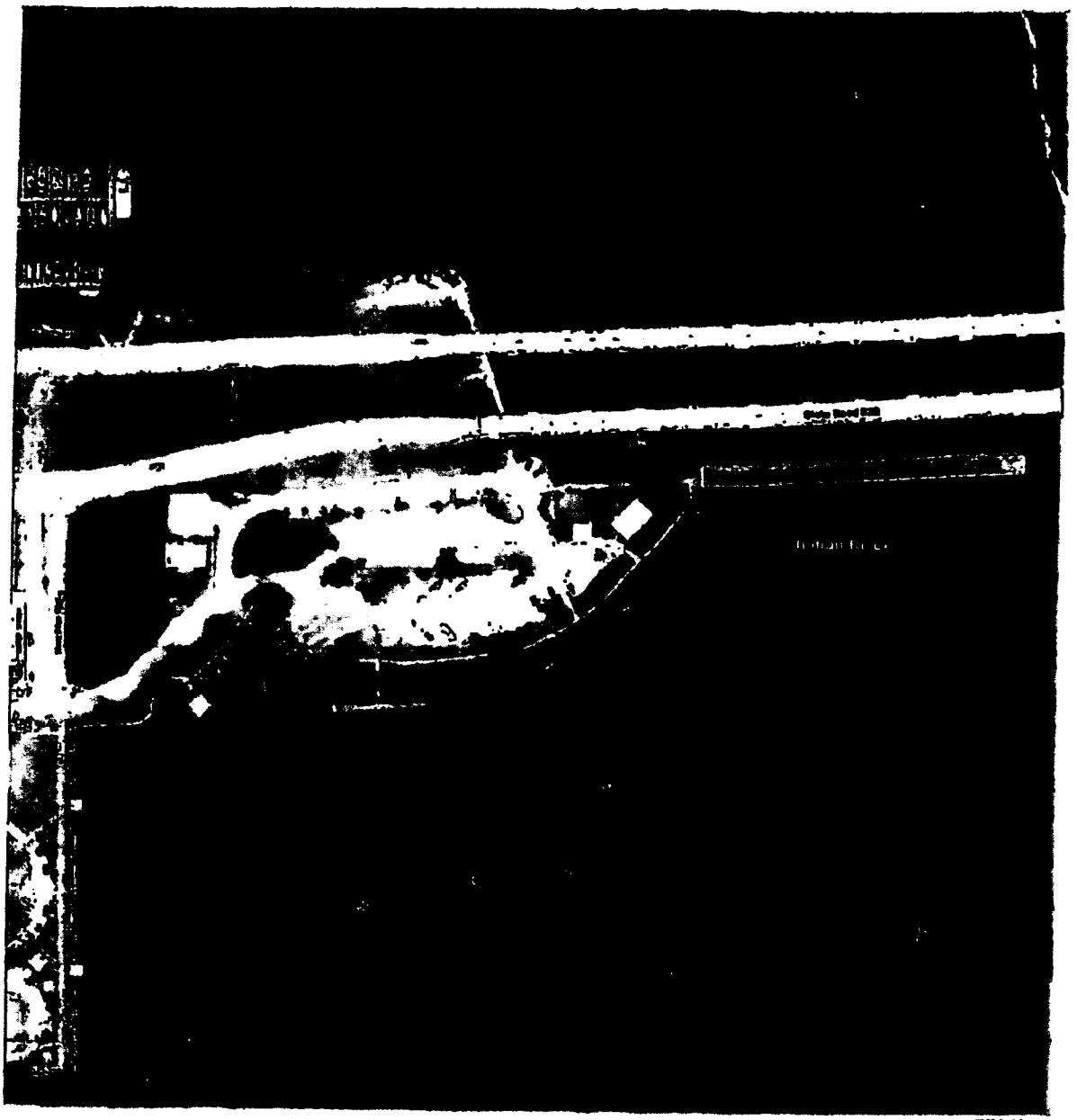
0 50 100 200 Feet

DISCLAIMER: This map is intended for display purposes only and is not intended for any legal representation.

"EXHIBIT C"

Lee Wenner Park

300 River Edge Boulevard
Cocoa, FL 32922



Brevard County Parks and Recreation

2725 Judge Fran Jamieson Way
Viera, FL 32940

"EXHIBIT D"

LEE WENNER PARK

ORB 2930, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, Official Records Book 1174, Page 506, and Official Records Book 832, Page 946.

And

Together with those lands described in Dedication No. 25177 (2328-05) from the State of Florida Board of Trustees of the Internal Improvement Trust Fund.

Brevard COUNTY

BOARD OF COUNTY COMMISSIONERS

Parks and Recreation Administration
2725 Judge Fran Jamieson Way
Building B, Room 203
Viera, Florida 32940

August 16, 2017

Matthew Fuhrer, Assistant City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Dear Mr. Fuhrer:

Pursuant to discussions regarding Lee Wenner Park being conveyed from the Board of County Commissioners to the City of Cocoa, Brevard County will ensure that US Coast Guard Auxiliary Flotilla 17-6 is provided membership meeting and training space within Brevard County government facilities.

The County will make every effort to provide the Flotilla with storage space as available.

It is the US Coast Guards Auxiliary's intention to move their monthly meetings to the Veterans Center beginning September, 2017 and they will be out of Lee Wenner by September 30, 2017.

Please see the attached email dated Friday, August 11, 2017.

Sincerely,

Mary Ellen

Mary Ellen Donner, Director
Brevard County Parks and Recreation Department

Brevard County Parks and Recreation Department

LEE WENNER PARK

November 12, 2015

SITE ACQUISITION:

The State of Florida, Board of Trustees of the Internal Improvement Trust Fund dedicated two parcels of the site to the City of Cocoa. The first dedication, No. 24084, was executed on November 19, 1965. The dedication says the City of Cocoa shall use the lands for municipal park purposes only. In the event the lands are not used for stated purposes, the dedication may be terminated. This 5.51 acre-parcel contains submerged lands and uplands. The upland portion contains a portion of the entrance road.

The other dedication, No. 25177, was executed on February 1, 1971. This 4.45-acre parcel contains both submerged lands and uplands. The dedication says the City of Cocoa shall use the lands for public wayside park only. In the event the lands are not used for stated purposes, the dedication may be terminated. The upland portions contain the boat ramps and part of the entrance road.

The State of Florida, Board of Trustees of the Internal Improvement Trust Fund, deeded one parcel of the land to the County. The deed, No. 28092, was executed on July 28, 1988. This 4.49-acre parcel contains the majority of the uplands on the northern portion of the site.

The Board of County Commissioners, on June 8, 1967, accepted the responsibility and maintenance of the old SR 520 Bridge.

The County purchased all of Lot 9 in May 1969 and all of Lot 8 in April 1971.

PARK NAME:

The Board of County Commissioners, on November 4, 1971 approved the name of the park as "Lee Wenner Wayside Park".

SITE DEVELOPMENT:

The Board of County Commissioners on April 19, 1984 received funds in the amount of $32,000 from the Florida Boating Improvement Program. The FBIP project # was B84023. The project elements were renovation of three wooden boat docks @ 41 linear feet each and 300 linear feet of catwalk to provide for boat tie up.

Phase I of the project included the repair of the three boat ramp docks but the final Project Scope changed the 300' dock to a 40' dock with a 50' t-section. The project was awarded to Amphibious Marine on July 9, 1985 in the amount of $12,980. There was one change order for the project that dealt with the construction techniques of the boat ramp docks and the redesign of the other dock to change it from a fishing dock to a boat dock to meet the FBIP project scope. The change order increased the project cost for Phase I to $15,657.35 which was funded with the FBIP monies.

Phase II of the project involved the extension of the boat dock by 100'. The project was awarded to Custom Docks for $9,000 and was paid for with FBIP funds. This makes the total amount paid by the FBIP Grant $24,757.35 which is what the State shows as the grant funds paid to the County.

The Project Completion Certificate states the construction was complete on 3/12/86 and the closeout document signed on 12/15/86.

Phase III & IV of the project involved the installation of coquina breakwater landward of the proposed pier and repair of the breakwater by the boat ramp. These were not paid for with the FBIP grant.

The Board of County Commissioners approved a Grant Agreement with DNR on November 17, 1987 for a FY 1988 State of Florida Special Legislative Appropriation in the amount of $100,000 for the development of the Coast Guard Auxiliary Building. The development included construction, A/E services, reproduction, advertising, water main, hydrant, supervisory services and folding tables and chairs. The contract for the A/E services was with Gardner, Griffith & Associates for $24,645.54.

The Board of County Commissioners received another State of Florida Special Legislative Appropriation in the amount of $80,000 for the construction of the Coast Guard Auxiliary Building. The contract for construction was with Saturn Builders for $133,745.93. The permission to bid the construction of the building was approved on July 12, 1988. The award of the bid and Agreement was approved on September 20, 1988. The County issued substantial completion for the building on April 10, 1989. The construction was completed on May 19, 1989.

In 1987 the County received a $15,000 Florida Inland Navigation District grant for shoreline stabilization. The County provided a $15,000 match.

The Florida Inland Navigation District funded Phase I of the Lee Wenner Park Redesign and Stormwater Project in the amount of $25,000 as part of the District's FY 1998-99 Waterway Assistance Program with the County matching $25,000. The Phase I project elements included Surveying, Engineering and Permitting Fees. The County contracted Bussen-Mayer Engineering Group in April 1999 to provide surveying services and preliminary engineering services for the project for $12,185. This portion of the project was completed in December 1999. The County then contracted with Bussen-Mayer Engineering Group in March 2000 for final design and permitting services for an amount not to exceed $24,200.

In 2001 the County was awarded a $279,867 FIND grant and a $100,000 FWC FBIP grant to improve the parking area including 66 boat/trailer parking spaces, 80 car parking spaces, restrooms, water service, sewer service, pavilion, playground, landscaping, irrigation, and the stormwater improvements. Matching funds for both grants came from the Brevard Boating Improvement Program. Total construction cost was $737,132. A "Re-Opening Ceremony" was held on October 8, 2002.

The City of Cocoa received a $70,172 FIND Grant in 2012 for dredging and seawall extension and provided required match of $70,172.

Lee Wenner Park

300 River Edge Boulevard
Cocoa, FL 32922



County Owned Property City of Cocoa Owned Property

0 50 100 200
Feet

Brevard County Parks and Recreation

2725 Judge Fran Jamieson Way
Viera, FL 32940

DISCLAIMER: This map is intended for display purposes only and is not intented for any legal representation.

		FY 2018 ADOPTED BUDGET
*	INTEREST AND OTHR EARNING	15,000
	RENT AND ROYALTIES	
001-0000-362.00-00	RENT AND ROYALTIES	121,990

LEVEL	TEXT	TEXT AMT
AB	T MOBILE QUARTERLY	32,120
	T MOBILE MONTHLY (NO ANNUAL INCREASE)	15,000
	AT&T	24,500
	AMERICAN TOWER	21,908
	SPRINT	25,462
	LAMAR	3,000
	FY 2018	
		121,990

*	RENT AND ROYALTIES	121,990
	CONTRIBUTIONS & DONATIONS	
001-0000-366.00-00	CONTRIBUTIONS & DONATIONS	140,000

LEVEL	TEXT	TEXT AMT
AB	FY 2018 ESTIMATE BASED ON REVENUE MATCHING FORMS	75,000
	***	
	AEDUS SPONSORSHIPS	5,000
	***	
	BREVARD COUNTY AGREEMENT FOR LEE WENNER PARK MAINT	60,000
		140,000

*	CONTRIBUTIONS & DONATIONS	140,000
	PENSION CONTRIBUTIONS	
001-0000-368.21-00	POLICE STATE CONTRIBUTION	146,530

LEVEL	TEXT	TEXT AMT
AB	SOURCE: ACTUARIAL REPORT 10/2016	146,530
	FY18 POLICE STATE PASS THROUGH CONTRIBUTIONS	
	REVIEW NUMBERS IN AUGUST	
		146,530

001-0000-368.22-00	FIRE STATE CONTRIBUTION	115,233

LEVEL	TEXT	TEXT AMT
AB	SOURCE: ACTUARIAL REPORT DATED 10/2016	115,233
	FY18 FIRE STATE PASS THROUGH CONTRIBUTIONS	
	REVIEW IN AUGUST	
		115,233

*	PENSION CONTRIBUTIONS	261,763
	OTHER MISC REVENUES	
001-0000-369.90-00	OTHER MISC REVENUES	80,000

LEVEL	TEXT	TEXT AMT

	FY 2018 ADOPTED BUDGET
001-3550-534.49-07 BAD DEBT EXPENSE	10,000

LEVEL	TEXT	TEXT AMT
AB	RECORDED ESTIMATED BAD DEBT EXPENSE	10,000
		10,000

* OPERATING	1,896,274	
** SANITATION	1,896,274	

FACILITY MANAGEMENT

001-3560-519.12-00 REGULAR SALARIES & WAGES	356,932

LEVEL	TEXT	TEXT AMT
AB	AMOUNT POSTED BY PAYROLL BUDGET MODULE	336,211
	***	
	1 FACILITIES MANAGER	
	1 SUPERVISOR II	
	1 APPRENTICE ELECTRICIAN	
	1 ELECTRICIAN II	
	3 CUSTODIAL WORKERS	
	1 MAINTENANCE WORKER I	
	1 MAINTENANCE WORKER II	
	***	
	YEAR-END ACCRUALS - 7 DAYS	9,052
	***	
	NEW POSITION IN FY18	
	1 PART-TIME FACILITIES ATTENDANT	11,669
		356,932

001-3560-519.13-00 OTHER SALARIES & WAGES	47,142

LEVEL	TEXT	TEXT AMT
AB	AMOUNT POSTED BY PAYROLL BUDGET MODULE	45,906
	***	
	1 CREWLEADER IN THE DROP	
	***	
	YEAR-END ACCRUALS - 7 DAYS	1,236
		47,142

001-3560-519.14-00 OVERTIME	4,113

LEVEL	TEXT	TEXT AMT
AB	AMOUNT POSTED BY PAYROLL BUDGET MODULE	4,005
	***	
	YEAR-END ACCRUALS - 7 DAYS	108
		4,113

001-3560-519.20-00 CLOTHING/SHOE ALLOWANCE	1,060

LEVEL	TEXT	TEXT AMT

		FY 2018 ADOPTED BUDGET	
AB	AMOUNT POSTED BY PAYROLL BUDGET MODULE		1,060
			1,060
001-3560-519.21-00	FICA TAXES	29,586	
LEVEL	TEXT		TEXT AMT
AB	AMOUNT POSTED BY PAYROLL BUDGET MODULE		27,941
	***		
	YEAR-END ACCRUALS - 7 DAYS		752
	***		
	NEW POSITION IN FY18		
	1 PART-TIME FACILITIES ATTENDANT		893
			29,586
001-3560-519.22-00	RETIREMENT CONTRIBUTIONS	34,824	
LEVEL	TEXT		TEXT AMT
AB	AMOUNT POSTED BY PAYROLL BUDGET MODULE		33,056
	***		
	YEAR-END ACCRUALS - 7 DAYS		890
	***		
	NEW POSITION IN FY18		
	1 PART-TIME FACILITIES ATTENDANT		878
			34,824
001-3560-519.23-00	LIFE/HEALTH INSURANCE	87,597	
LEVEL	TEXT		TEXT AMT
AB	AMOUNT POSTED BY PAYROLL BUDGET MODULE		87,597
	...HEALTH		
	...DENTAL		
	...VISION		
	...GROUP LIFE		
	...LONG TERM DISBILITY		
			87,597
001-3560-519.24-00	WORKER'S COMPENSATION	30,500	
LEVEL	TEXT		TEXT AMT
AB	AMOUNT POSTED BY PAYROLL BUDGET MODULE		23,080
	***		
	ADDITIONAL AMOUNT TO BE ALLOCATED		6,774
	***		
	NEW POSITION IN FY18		
	1 PART-TIME FACILITIES ATTENDANT		646
			30,500
001-3560-519.27-00	CAFETERIA PLAN	4,800	
LEVEL	TEXT		TEXT AMT
AB	AMOUNT POSTED BY PAYROLL BUDGET MODULE		4,800
			4,800

		FY 2018 ADOPTED BUDGET
	UNEXPECTED BAY DOOR REPAIR PD/PW/FLEET	2,500
	****	
	HEALTH CENTER 128 LEMON ST. GENERAL MAINTENANCE	5,000
	EXTERIOR CLEANING COCOA CONSERVATION	200
	EXTERIOR&INTERIOR CLEANING RIVERFRONT RR 3/YEARLY	1,100
	* * * *	
	PLAYHOUSE GENERAL MAINTENANCE	10,000
	* * * *	
	TECH SYSTEMS OPEN PO FOR EMERGENCY ROOF REPAIRS	5,000
	* * *	
	CITY HALL ROOF WALKWAY ROLLS	5,200
	*****	
	POLICE DEPARMENT FLOOR STRIPING LOBBY/ EVIDENCE	1,000
	****	
	CP-PW-18-F2 FIRE STATION # 2 REHAB	36,000
	***	
	CP-PW-18-SP SEAL/PAINT POLICE DEPARTMENT	32,000
	FLEET BUILDING PLUMBING UPGRADES	7,100
	***	
	LED RETROFIT THROUGHOUT CITY BUILDINGS	5,000
	***	
	DOWNTOWN RESTROOM UPGRADES	7,500
	***	
	PLAYHOUSE WATER STOP AROUND BASEMENT COLUMNS	3,000
	***	
		241,607

001-3560-519.46-03 REPAIR/MAINT-VEHICLES 9,000

LEVEL	TEXT	TEXT AMT
AB	VEHICLE REPAIR/ MAINTENANCE (8)	8,000
	*****	
	TESTING CERTIFICATION INSPECTIONS, I.E. BUCKET TRUCK, AUTO BOOM, CRANES	1,000
		9,000

001-3560-519.49-00 OTHER CHARGES & OBLIG. 1,350

LEVEL	TEXT	TEXT AMT
AB	CITY HALL ELEVATOR LICENSES	100
	PLAYHOUSE ELEVATOR LICENSES	100
	PORCHER HOUSE ELEVATOR LICENSES	100
	HEALTH DEPARTMENT PERMIT PARK FOUNTAIN	250
	ADVERTISING LICENSE RENEWAL - BILLBOARD SIGN	200
	POLICE DEPARTMENT ELEVATOR LICENSE	100
	***	
	BUCKET TRUCK & GENIE LIFT TESTING	500
		1,350

001-3560-519.52-00 OPERATING SUPPLIES 81,896

LEVEL	TEXT	TEXT AMT

		FY 2018 ADOPTED BUDGET	
AB	ANNUAL UNIFORMS SERVICE - UNIFIRST		
	8 EMPLOYEES AT $3.20		1,332
	UNIFORM REPAIRS		500
	POLO SHIRTS FOR MANAGER & SUPERVISOR 3 EACH		150
	OPERATING SUPPLIES TO INCLUDE BUT NOT LIMITED TO ELECTRICAL, PLUMBING, ROOFING, HVAC, HARDWARE, PAINT, FOUNTAIN EQUIPMENT, FLOORING EQUIPMENT, WOOD, GLOVES, PPI EQUIPMENT, CHEMICALS & SAFETY		2,500
	OFFICE SUPPLIES		300
	SHOP AND HAND TOOLS TO INCLUDE BUT NOT LIMITED TO HAND TOOLS, SAWS, DRILLS, CUTTING BLADES, SOCKETS POWER TOOLS, KEY BLANKS, CUTTING WHEELS		2,500
	HURRICANE SUPPLIES		500
	***		
	FACILITY DUDE WORK ORDER SOFTWARE		3,200
	***		
	HARRY T MOORE - MUSEUM CURATION EXPENSES		25,000
	***		
	LEE WENNER PARK MAINT.		45,914
	BC AGREEMENT DIFFERENCE		
			81,896
001-3560-519.52-07	JANITORIAL SUPPLIES	16,000	
LEVEL	TEXT		TEXT AMT
AB	JANITORIAL SUPPLIES FOR CITY BUILDINGS		6,500
	CITY HALL		
	PUBLIC WORKS		
	RIVERFRONT PARK RESTROOM		
	TAYLOR PARK RESTROOM		
	COCOA CONVERSATION RESTROOM		
	OLEANDER RESTROOM		
	***		
	CIVIC CENTER/ EVENTS		9,500
	PORCHER HOUSE/		
	RIVERFRONT PARK EVENTS		
			16,000
001-3560-519.52-30	FUEL, OIL, & LUBRICANTS	16,600	
LEVEL	TEXT		TEXT AMT
AB	FUEL & LUBRICANTS		11,600
	FUEL FOR GENERATORS TOPPING OFF		5,000
			16,600
001-3560-519.55-00	TRAINING	3,500	
LEVEL	TEXT		TEXT AMT
AB	LOCK SMITH TRAINING		1,500
	AC & REFRIGERATION TRAINING 2 DAYS 2 PEOPLE		2,000
	***		
			3,500

FY 2018
Payroll Analysis

	Pay Grade	Hours	Hourly Rate	Total Wages 12-00	Overtime 14-00	Total Special Pay 15-00	Clothing/ Shoe Allowance 20-00	FICA 21-00	Retirement 22-00	Total Life/Health Insurance 23-00	Workers' Comp 24-00	Non-Union Benefit 27-00	TOTALS
FY 2018 ORIGINAL BUDGET													
3290: Leisure Services						*(see comments)*		7.65%	FRS Regular		Building Op		
New; Facilities Attendant	xxx	1040	$0.00	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$0**
New Position; 10/01/2017													
EXPENDITURES	**Pay Weeks**	**Benefit Weeks**	**Vac/Sick Hours**					7.65%	FRS Regular		Building Op		
Actuals 10/XX/16 through XX/XX/17	0	0		$0	$0	$0	$0	$0	$0	$0	$0	$0	**$0**
REQUESTED CHANGE			Pay Grade										
This analysis assumes an external hire as of October 1st at the minimum of the pay grade. This is a part-Time position and benefits are not included	**Weeks**	**Benefit**	GH3					7.65%	FRS Regular		Building Op		
	52	0	$11.22	$11,669	$0	$0	$0	$893	$878	$0	$646	$0	**$14,086**
NET (COST)/SAVINGS (Original budget - Expended - Recommended Change)				**($11,669)**	**$0**	**$0**	**$0**	**($893)**	**($878)**	**$0**	**($646)**	**$0**	**($14,086)**

Comments:

If a current City employee transfers into the position from a lower pay grade, salary and/or benefit costs could be higher based on the transferring employee's current pay rate x 1.05% and/or current benefit enrollment. Additionally, retirement costs assume a new hire will participate within the FRS Retirement plan; if a transferring employee is in a higher cost retirement plan, retirement costs will also be higher.

Retirement and Insurance rates are based on actual FY 2016 budgeted rates. Workers' Comp rate is based on CY 2016 rates and FICA is calculated at a flat percent regardless of potential pre-tax adjustments.

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 11/03/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 11,669)	001-3560-519.12-00		REGULAR SALARIES & WAGES	$ 356,932	$ 356,932	$ 345,263	$ 315,348
($ 893)	001-3560-519.21-00		FICA TAXES	$ 29,586	$ 29,586	$ 28,693	$ 26,309
($ 878)	001-3560-519.22-00		RETIREMENT CONTRIBUTIONS	$ 34,824	$ 34,824	$ 33,946	$ 31,085
($ 646)	001-3560-519.24-00		WORKER'S COMPENSATION	$ 30,500	$ 30,500	$ 29,854	$ 27,389
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 14,086)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 11,669	001-3290-574.13-00		OTHER SALARIES & WAGES	$ 53,186	$ 53,186	$ 64,855	$ 60,593
$ 893	001-3290-574.21-00		FICA TAXES	$ 17,900	$ 179,000	$ 179,893	$ 17,403
$ 878	001-3290-574.22-00		RETIREMENT CONTRIBUTIONS	$ 14,600	$ 14,600	$ 15,478	$ 14,097
$ 646	001-3290-574.24-00		WORKER'S COMPENSATION	$ 7,542	$ 7,542	$ 8,188	$ 7,622
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 14,086	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to move budget from the Facilities Division to the Leisure Services Division for a part-time Facilities Attendant. Another Attendant is required due to the conveyance of Lee Wenner Park by Brevard County to the City of Cocoa.
Agenda 17-377

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/14/17 *RESOLUTION #:* 2017-122

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.

11/3/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.11.03 15:24:30 -04'00'	11/6/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.11.06 16:04:50 -05'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
11/3/17 Matthew Fuhrer Digitally signed by Matthew Fuhrer DN: cn=Matthew Fuhrer, o=City of Cocoa, ou=City Manager's Office, email=mfuhrer@cocoafl.org Date: 2017.11.03 16:39:16 -04'00'	11/7/17 Lora Howell Digitally signed by Lora Howell Date: 2017.11.07 08:24:43 -05'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	17-465	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	10/25/2017			**In control:**	City Council
On agenda:	11/14/2017			**Final action:**	
Title:	Approve a Resolution amending the FY2018 Budget and to review the costs associated with the emergency removal of vessels and damaged boardwalk as a result of Hurricane Irma. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Cocoa Vessel and Boardwalk Removal Quote- CCNK.pdf City of Cocoa Boardwalk Disposal.pdf Riverfront Park Lee Wenner Emergency Purchase Authorization.msg Budget Resolution 2018.docx BAF-Riverfront Park Irma Repairs (11-14-17)~ Agenda 17-465 - FY18..pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 25, 2017
Agenda Date: November 14, 2017
Prepared By: Matthew Fuhrer, Assistant City Manager
Through: John Titkanich Jr., City Manager
Requested Action:
To Approve a Resolution amending the FY2018 Budget and to review the costs associated with the emergency removal of vessels and damaged boardwalk as a result of Hurricane Irma.

BACKGROUND:

On September 11, 2017, Hurricane Irma battered the City of Cocoa. The storm tossed several large boats into the Cocoa Riverfront Park Boardwalk, finger docks, and boat ramps, damaging the integrity of the structure. In addition, the significant storm surge caused by Hurricane Irma probably created issues where the boardwalk beams that extend into the water were lifted and weakened the integrity of the boardwalk, docks and boat ramps. Since the storm, the City has been actively assessing the damage and safely securing the site so as not to further damage the seawall and park features. The sunken vessels abutting land and the damaged boardwalk present many safety hazards for visitors to the park and residents. The expeditious removal of these items will ensure the safety of everyday users as well as attendees of major upcoming events.

The City received several quotes for the removal of the vessels and structures associated with Riverfront Park. The lowest quote with immediate availability was CCNK LLC. Several contractors provided dates six months out for mobilization due to the widespread damage throughout the state.

In accordance with Financial Operations Manual Section 15.9 Emergency Purchases, the cleanup activities associated with Riverfront Park were declared an emergency due to the hazardous conditions associated with the damaged vessels and unsafe pedestrian boardwalk.

The City is working with FEMA and its insurance adjusters to develop a plan for financial reimbursement for the damages received during the storm. The total damage estimate for Riverfront Park is estimated to be between $1 Million and $1.2 Million, not including the damage to Lee Wenner Park.

In addition to the removal of the damaged structures and vessels, the City installed a temporary debris barrier to protect the Indian River Lagoon from the large amount of debris. Temporary barriers were fixed to the walking path along the waterfront to assist in keeping pedestrians at a safe distance from the damaged structures. After the removal of debris is completed, a more permanent fence will be installed and the barriers removed until a plan is developed for a permanent solution.

Since the original purchase order was issued, there were additional items discovered that needed to be addressed to ensure a safe and useable waterfront. The disposal of the boardwalk sections was unable to be completed by City staff in a timely matter due to debris removal taking place within the City. The first change order for $14,000 was issued to CCNK since they were onsite and capable of completing the disposal of pressure-treated wood while salvaging the usable pieces. CCNK also alerted City staff and the FEMA surface debris contractors about submerged debris that was hitting their boat propeller. A second change order for $9,000 is needed to ensure all waterfront issues caused by the hurricane are addressed.

CCNK- Vessel Removal- $30,550
CCNK- Boardwalk Removal- $36,890
Change Order- CCNK- Boardwalk and Piles Disposal- $14,000
Change Order- CCNK- Scour the bottom and remove any submerged debris- $9,000
Total Cost of Cleanup- $90,440

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

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

Project Number: ES17HI

Amount Requested	$90,440
Account Number	001-1601-525-34-00
Account Name	Emergency Services Contact Services

Source of Funds: _X_ General Fund Contingency: 001-1600-513.39-00
_X_ FEMA Disaster Assistance: To be determined

_X_ Insurance Proceeds: To be determined

If a P.O. Change Order is involved please complete the following:
Change Order Amount: $9,000

Original Purchase Order Number: 71139
Original P.O. Amount: $67,440

For this Agenda Item note Prior Change Order Information:
Total number of change orders to date: 1
Total amount in change orders to date: $14,000

PREVIOUS ACTION:

RECOMMENDED MOTION:
To Approve a Resolution amending the FY2018 Budget and to review the costs associated with the emergency removal of vessels and damaged boardwalk as a result of Hurricane Irma.

CCNK LLC
Absolute Marine
PO BOX 360607
Melbourne, Fl 32936
321-951-7955
ccnkllc@gmail.com

Quote

City of Cocoa
Cocoa, Florida
Date 10/02/2017

PROJECT TITLE: Vessel and dock Removal
PROJECT DESCRIPTION: sunk boat & Dock removal Lee Wenner Park

QUOTE NUMBER: 10022017

Description	Quantity	Unit Price	Cost
Remove and dispose 3 sunken sailboats in corner of Lee Werner park	1	$ 13,250.00	$ 13,250.00
Refloat, tow, and store sailboat at ramp	1	$ 7,000.00	$ 7,000.00
Remove and dispose sunk 45'sailboat north side of 520	1	$ 5,500.00	$ 5,500.00
Remove and dispose 32' cabin cruiser south end of park		$ 4,800.00	$ 4,800.00
Remove approximately 1500' of broken dock, crossovers and 3 gazebos. All materials to be offloaded on north side of ramp area for City to dispose.	1	$ 36,890.00	$ 36,890.00
		Subtotal	$ 67,440.00
		Total	**$ 67,440.00**

Please contact me with any and all questions you may have. Thank You.

CCNK LLC
Absolute Marine
PO BOX 360607
Melbourne, Fl 32936
321-951-7955
ccnkllc@gmail.com

Quote

Kevin Miller

CCNK LLC
Absolute Marine
PO BOX 360607
Melbourne, Fl 32936
321-951-7955
ccnkllc@gmail.com

Quote

City of Cocoa
Cocoa, Florida
Date 10/04/2017

PROJECT TITLE: Dock Disposal
PROJECT DESCRIPTION: Dock Disposal Lee Wenner Park & waterfront

QUOTE NUMBER: 10042017

Description	Quantity	Unit Price	Cost
Dispose of properly of all pressure treated lumber and piles from docks at waterfront	1	$ 14,000.00	$ 14,000.00
		Subtotal	$ 14,000.00
		Total	**$ 14,000.00**

Please contact me with any and all questions you may have. Thank You.

Kevin Miller

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 11/07/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 90,440)	001-1600-513.39-00		CONTINGENCY	$ 309,476	$ 309,476	$ 219,036	$ 219,036
$ 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
($ 90,440)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 90,440	001-1601-525.34-00	ES17HI	CONTRACT SERVICES	$ 0	$ 0	$ 90,440	$ 90,440
$ 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
$ 90,440	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Hurricane Irma tossed several large boats into the Cocoa Riverfront Park Boardwalk, finger docks, and boat ramps damaging the integrity of the structure. In addition, the significant storm surge caused by Irma, probably created issues where the boardwalk beams that extend into the water were lifted and weakened the integrity of the boardwalk, docks and boat ramps. Since the original purchase order was issued there were additional items discovered that needed to be addressed to ensure a safe and usable waterfront. Agenda 17-465

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/14/17 *RESOLUTION #:* 2017-128

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.

11/7/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.11.07 13:16:40 -05'00'	11/7/17 Lora Howell Digitally signed by Lora Howell Date: 2017.11.07 17:33:46 -05'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
11/7/17 Matthew Fuhrer Digitally signed by Matthew Fuhrer DN: cn=Matthew Fuhrer, o=City of Cocoa, ou=City Manager's Office, email=mfuhrer@cocoafl.org, c=US Date: 2017.11.07 15:41:55 -05'00'	11/7/17 Lora Howell Digitally signed by Lora Howell Date: 2017.11.07 17:34:12 -05'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/20/17 - IT

Legislation Details (With Text)

File #:	17-467	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	10/26/2017			**In control:**	City Council
On agenda:	11/14/2017			**Final action:**	
Title:	Approve Resolution vacating the rights of way “Lunner Drive”, “Arko Court” and “Plaza Court”, together with all platted drainage and utility easements within the limits of Plaza Heights Plat, as recorded in Plat Book 16, Page 137, Public Records of Brevard County, Florida. Approve the Pineda Village I Re-Plat. (Community Services DIrector)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Aerial Exhibit Plaza Heights 1962 Plat Pineda Village I Legal Description Pineda Village Replat Plat -File 17-467.pdf Resolution 2017-126 Vacating Lunner Drive Akro Court and Plaza Court				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 23, 2017
Agenda Date: November 14, 2017
Prepared By: Cindy Thurman, Planning & Zoning Manager
Through: Karen D. Hamilton, Community Services Director
Requested Action:
Approve Resolution vacating the rights of way “Lunner Drive”, “Arko Court” and “Plaza Court”, together with all platted drainage and utility easements within the limits of Plaza Heights Plat, as recorded in Plat Book 16, Page 137, Public Records of Brevard County, Florida. Approve the Pineda Village I Re-Plat.

BACKGROUND:

The subject property contains 18 acres, more or less, and is located approximately .35 miles south of Dixon Blvd.; and .6 miles north of School Street on the west side of Pineda Street. The property is owned by the Housing Authority of the City of Cocoa, FL (Cocoa Housing Authority).

On December 3, 2015 the Housing Authority made an application to the Florida Housing Finance Corporation (FHFC) in response to RFA 2015-111, Preservation of Existing Affordable Multifamily Housing Developments. The application was for the rehabilitation of 144 units of the Authority’s 327 total public housing units. A 2016 Carryover Allocation Agreement was executed by FHFC in the

annual credit amount of $1,350,000, for a credit allocation period of ten (10) years on December 20, 2016. The Cocoa Housing Authority is required to submit a survey for the sites where rehabilitation activities will take place, as a stipulation of funding. The Housing Authority is financing the renovation with Low Income Housing Tax Credits and third-party debt, which requires an examination of title by the Florida Housing Finance Corporation, the tax credit investor, and the third-party lender.

Title review revealed an inconsistency between what is built and what is platted. The site survey for parcel Tax ID # 2422208 shows the existing structures were built over a plat named Plaza Heights, which was prepared by a previous owner for housing subdivision that was not developed. The site was originally located in unincorporated Brevard County and was transferred into the City of Cocoa in 1963. The Cocoa Housing Authority acquired the site the same year, prior to any improvements or development taking place on the site

The Cocoa Housing Authority's existing rental housing development was built over various property and easement lines depicted on the Plaza Heights recorded plat. For example, some of the residences are constructed in designated public rights-of-way on the plat. The location of lot lines, private road lines, easements, and utilities are unclear without the benefit of a new plat and updated survey. Title research uncovered a survey commissioned by the City of Cocoa, for a parcel adjoining the site under discussion. The survey references "Plaza Heights Vacated by Cocoa Housing Authority" but the recorded substitute plat was not recovered.

The 144 rental units will be converted from Public Housing subsidy to Housing Choice Voucher (Section 8) Project Based Rental Assistance. The final approval for this conversion requires the U.S. Department of Housing and Urban Development (HUD) to review and approve a survey of the rehabilitation sites. Tax credits, HUD conversion approval, and renovation financing are contingent on the replat of the property.

In order to facilitate the replat of the property, Staff is first requesting approval of the vacation of the rights-of-way on the Plaza Heights Plat consistent with Chapter 18 of the City of Cocoa Code for "Lunner Drive", "Arko Court" and "Plaza Court", together with vacating all platted drainage and utility easements with the limits of Plaza Heights, as recorded in Plat Book 16, Page 137, Public Records of Brevard County, Florida. A Resolution effectuating the vacation is attached to the Agenda Item. The Resolution includes a reservation of existing utility and drainage easement rights within the rights-of-way. However, at the time of drafting the Agenda Item, Staff was still determining whether the reservation of easement rights is necessary given that the proposed Replat will include new easement rights. The reservation of easement rights within the Resolution may not be necessary.

Also, Staff is requesting that the City Council approve the attached Pineda Village I Replat inclusive of all dedications of rights-of-way and easements to the City in accordance with the City Code and Chapter 177, Florida Statutes.

The City's Surveyor has reviewed the Pineda Village I Replat for compliance with law and has notified the City that he is prepared to execute the Replat on behalf of the City.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

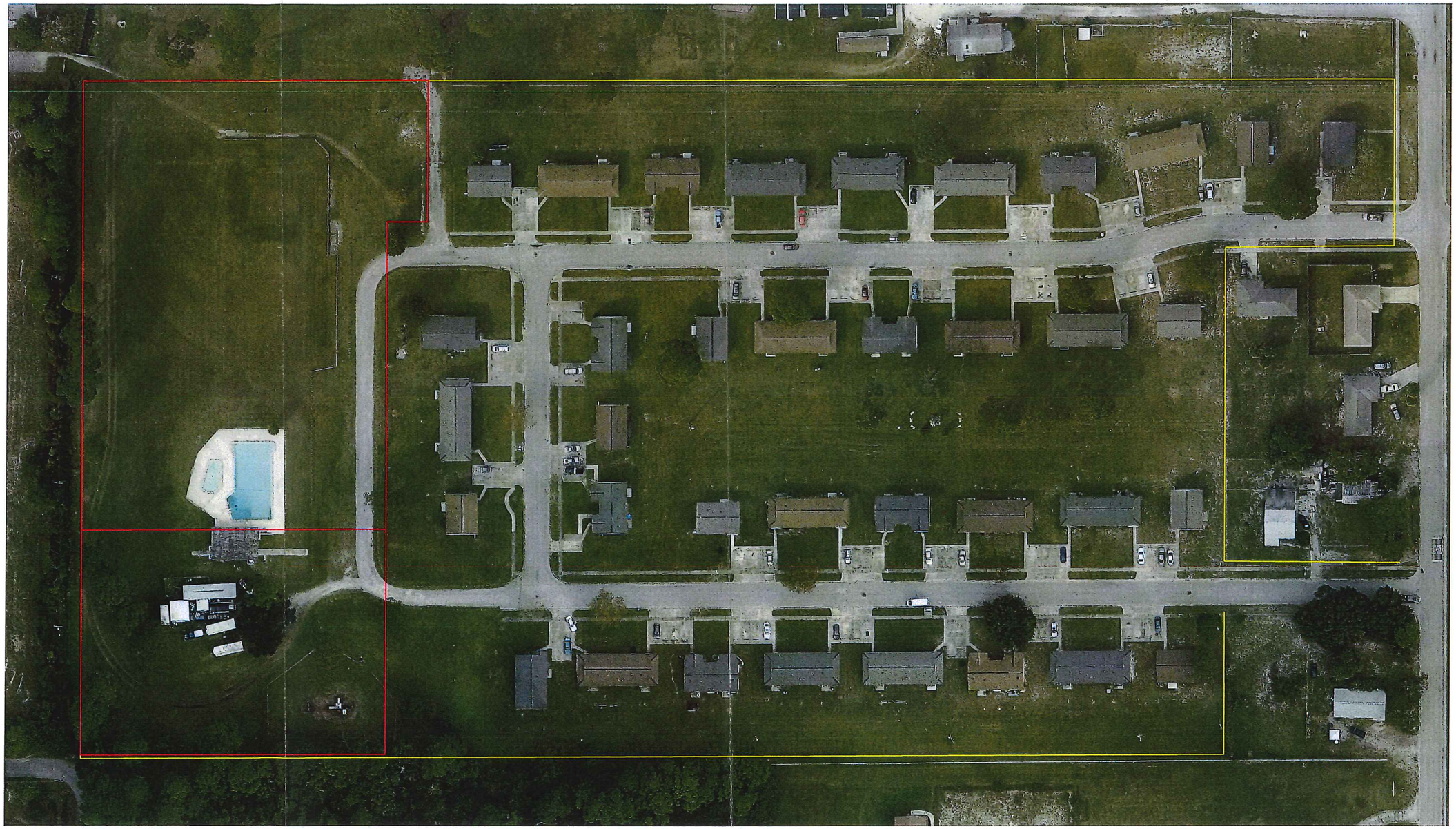
N/A

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

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



PLAZA HEIGHTS

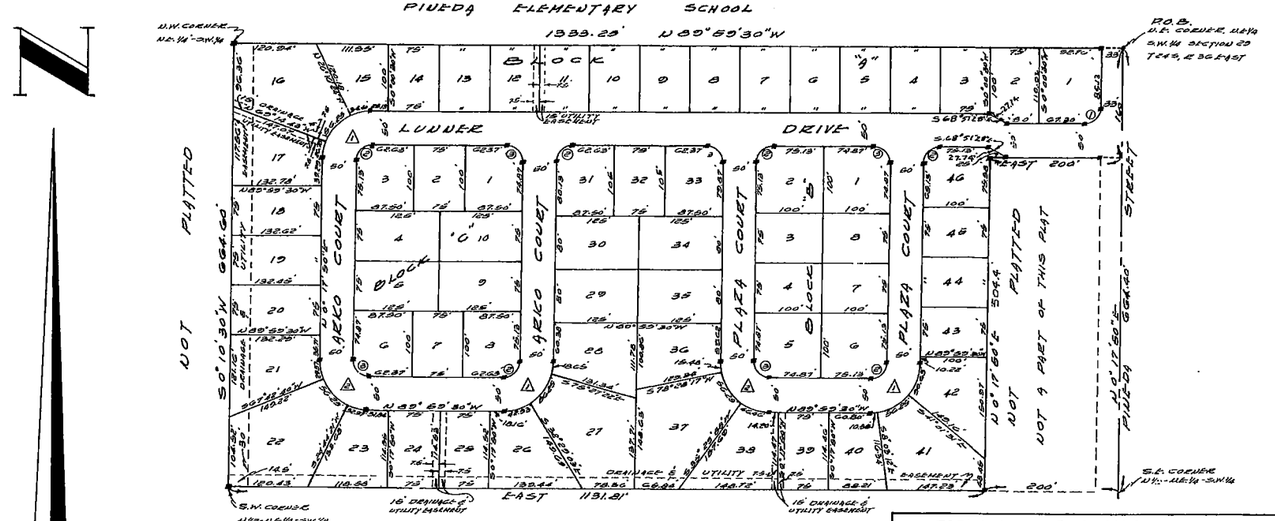
A SUBDIVISION IN THE S.W. 1/4 OF SECTION 29, TOWNSHIP 24 SOUTH, RANGE 36 EAST

BREVARD COUNTY, FLORIDA

DESCRIPTION

A TRACT OR PARCEL OF LAND LYING IN THE NORTH ½ OF THE N.E.¼ OF THE S.W.¼ OF SECTION 29, TOWNSHIP 24 SOUTH, RANGE 36 EAST AND BEING FURTHER DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE N.E. CORNER OF THE N.E.¼ OF THE S.W.¼ OF SECTION 29, TOWNSHIP 24 SOUTH, RANGE 36 EAST, TALLAHASSE MERIDIAN; THENCE FOR A FIRST COURSE RUN N 89° 59'30"W ALONG THE NORTH LINE OF SAID N.E.¼ OF S.W.¼ A DISTANCE OF 1333.28 FEET TO THE N.W. CORNER OF SAID N.E.¼ OF S.W. ¼; THENCE FOR A SECOND COURSE RUN S 0°10'30" W ALONG THE WEST LINE OF SAID N.E.¼ OF S.W.¼ A DISTANCE OF 664.40 FEET TO THE S.W. CORNER OF THE NORTH ½ OF SAID N.E.¼ OF S.W.¼; THENCE FOR A THIRD COURSE RUN EAST ALONG THE SOUTH LINE OF SAID N½ OF N.E.¼ OF S.W.¼ A DISTANCE OF 1131.81 FEET TO A POINT LYING 200.00 FEET WEST OF THE EAST LINE OF SAID N.E.¼ OF S.W.¼ AS MEASURED ALONG SAID SOUTH LINE; THENCE FOR A FOURTH COURSE RUN N 0°17'30"E AND PARALLEL WITH SAID EAST LINE OF N.E.¼ OF S.W.¼ A DISTANCE OF 304.40 FEET; THENCE FOR A FIFTH COURSE RUN EAST AND PARALLEL WITH SAID SOUTH LINE OF N½ OF N.E.¼ OF S.W.¼ A DISTANCE OF 200.00 FEET TO A POINT ON THE EAST LINE OF SAID N.E.¼ OF S.W.¼; THENCE FOR A SIXTH COURSE RUN N 0°17'30"E ALONG SAID EAST LINE A DISTANCE OF 160.0 FEET TO THE POINT OF BEGINNING. ALL BEING AND LYING IN THE N.E.¼ OF S.W.¼ OF SECTION 29, TOWNSHIP 24 SOUTH RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND CONTAINING 12.031 ACRES MORE OR LESS. LESS R/W FOR PINEDA STREET PREVIOUSLY DEDICATED.



SCALE 1" = 100'

CURVE DATA				
Va	Δ	RADIUS	TANGENT	LENGTH
Ⓐ	89°42.40"	50.00	40.75'	78.29
Ⓐ	90°17.20	50.00	50.25	78.70
Ⓒ	89°42.40"	25.00	24.87	39.14
Ⓒ	89°42.40"	25.00	24.87	39.14
Ⓓ	90°17.20	25.00	25.13	39.39

LEGEND

■ DENOTES CONCRETE MONUMENT
BEARINGS SHOWN ARE FOR CALCULATION PURPOSES ONLY.
A PERMANENT UTILITY EASEMENT IS RESERVED AS FOLLOWS:
1- 5' FROM THE SIDE LINES OF EACH LOT
2- 7.5' FROM THE REAR LINE OF EACH LOT WITH THE FOLLOWING EXCEPTIONS:
0- 10' ON THE REAR LINE LOTS 1 THROUGH 16 & 41 THROUGH 46 BLOCK "A"

DEDICATION FOR MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BEING THE MORTGAGEES OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION OF THIS PLAT DO HEREBY JOIN IN AND MAKE OURSELVES A PARTY TO THE DEDICATION OF SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED AND DEDICATE THE STREETS, ALLEYS, THOROUGHFARES, PARKS, EQUALS AND DRAINAGE EASEMENTS SHOWN HEREON TO THE PERPETUAL USE OF THE PUBLIC.
IN WITNESS WHEREOF, THE UNDERSIGNED HAVE HEREUNTO SET OUR HANDS AND SEALS ON THE 6th DAY OF November 1962.

Norman D Schryver
Frieda M Schryver

SIGNED AND SEALED IN THE PRESENCE OF:
Donald N. MacOwen
Louise K. Merritt

STATE OF Florida COUNTY OF Brevard

THIS IS TO CERTIFY THAT, ON THE above date BEFORE ME AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY ALORESAID, PERSONALLY APPEARED Norman D Schryver And Frieda M Schryver TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED FOR THE USES AND PURPOSES HEREIN EXPRESSED

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.
Donald N. MacOwen
NOTARY PUBLIC
MY COMMISSION EXPIRES 2/7/66

PLAT BOOK 16 AND PAGE 137

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the Corporation named below, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates the Streets, alleys, thoroughfares, parks, canals and drainage easements shown hereon to the perpetual use of the public, and
IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto on 8 March 1962.

ARRO ENTERPRISES INC.
By Sumner Cleason
President
Attest: Philip Kerr

Signed and sealed in the presence of:
C.E. Ellis
Tom Cahill

STATE OF FLORIDA COUNTY OF BREVARD
THIS IS TO CERTIFY, That on 8 MARCH 1962 before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared SUMNER CLEASON and PHILIP KERR respectively President and SECRETARY of the above named corporation incorporated under the laws of the State of FLORIDA, to me known to be the individuals and officers described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; that the official seal of said corporation is duly affixed thereto; and that the said Dedication is the act and deed of said corporation.
IN WITNESS WHEREOF, I have hereto set my hand and seal on the above date.

Jacquetta D. Langston
NOTARY PUBLIC
My Commission Expires 28 April 1963
SEAL

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that on 12 March 1962 he completed the survey of the lands as shown in the foregoing plat, that said plat is a correct representation of the lands therein described and platted; that permanent reference monuments have been placed as shown thereon as required by Chapter 177, Florida Statutes; and that said land is located in Brevard County, Florida. Dated 12 March 1962.

Registration No. 1118

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That on the 26th day of June, 1962 the City Council of the City of Cocoa, Florida approved the foregoing plat.

Addison Niess
MAYOR.
SEAL
ATTEST: Kathryn A. Caldwell
CITY CLERK.

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on ..... the foregoing plat was approved by the Board of County Commissioners of Brevard County, Florida.

Attest: .....
Chairman of the Board.
Clerk of the Board.
Approved
County Engineer

CERTIFICATE OF APPROVAL BY ZONING COMMISSION

THIS IS TO CERTIFY, That on ..... the Zoning Commission of the above Municipality approved the foregoing plat.

Zoning Director.

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on NOV 14 1962 at 10:29 AM File No. 32527

Curtis R Barnes
Clerk of the Circuit Court
in and for Brevard County, Fla.

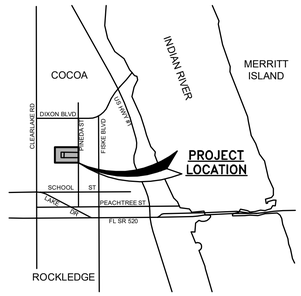
Bowen Supply Co., Pleat City, Fla.—Division 2127

DESCRIPTION OF PINEDA VILLAGE I

BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND RUN N89°54'39"E, ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 1298.29 FEET TO THE WEST RIGHT-OF-WAY LINE OF PINEDA STREET; THENCE S00°01'34"W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 164.51 FEET; THENCE S89°27'38"W A DISTANCE OF 167.14 FEET; THENCE S00°03'22"E A DISTANCE OF 309.36 FEET; THENCE N89°38'58"E, A DISTANCE OF 166.69 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID PINEDA STREET; THENCE S0°01'34"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 50.00 FEET; THENCE S89°38'58"W A DISTANCE OF 166.62 FEET; THENCE S00°03'22"E A DISTANCE OF 139.87; THENCE S89°46'05"W A DISTANCE OF 1131.53 FEET TO THE WEST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE N00°00'17"W, ALONG SAID WEST LINE, A DISTANCE OF 667.87 FEET TO THE POINT OF BEGINNING. CONTAINING 18.13 ACRES, MORE OR LESS.

PINEDA VILLAGE I

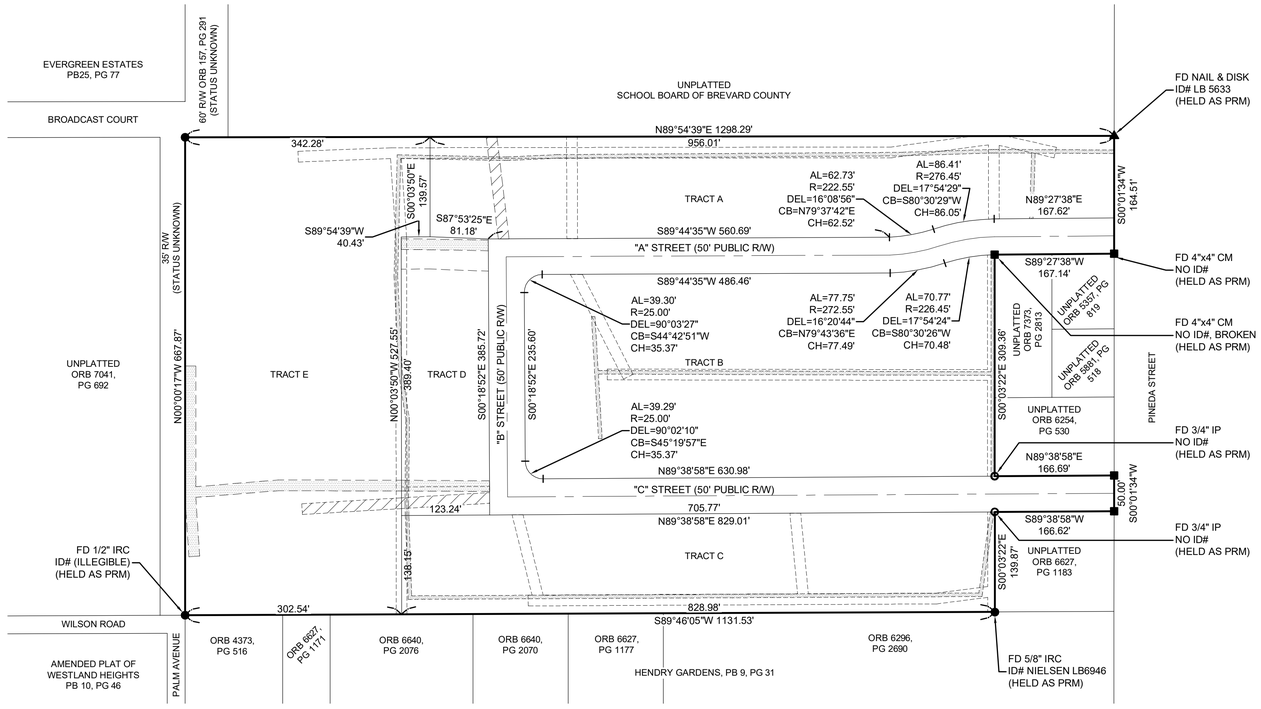
BEING A RE-PLAT OF PLAZA HEIGHTS SUBDIVISION AS RECORDED IN PLAT BOOK 16, PAGE 137, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND IN SECTION 29, TOWNSHIP 24 SOUTH, RANGE 36 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA



LOCATION MAP
N.T.S.

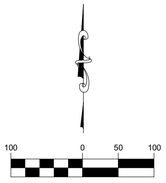
ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
AC	ACRES
AL	ARC LENGTH
CB	CHORD BEARING
CBS	CONCRETE BLOCK STRUCTURE
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
DEL	DELTA ANGLE
E	EAST
EG	EXISTING GROUND
ESMT	EASEMENT
FD	FOUND
FT	FEET
FPL	FLORIDA POWER & LIGHT
ID#	IDENTIFICATION NUMBER
IP	IRON PIPE
N	NORTH
NR	NON-RADIAL
NTS	NOT TO SCALE
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PD&UE	PUBLIC DRAINAGE AND UTILITY EASEMENT
PDE	PUBLIC DRAINAGE EASEMENT
PG(S)	PAGE(S)
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
POL	POINT ON LINE
PRC	POINT OF REVERSE CURVATURE
PRM	PERMANENT REFERENCE MONUMENT
PT	POINT OF TANGENCY
R/W	RIGHT-OF-WAY
RAD	RADIAL
RB	RADIAL BEARING
RR	RAILROAD
S	SOUTH
UE	UTILITY EASEMENT
W	WEST



SURVEY SYMBOL LEGEND

- ■ PERMANENT REFERENCE MONUMENT (PRM): SET 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- ▲ PERMANENT CONTROL POINT (PCP): SET PARKER-KALON NAIL AND DISK STAMPED PCP LB4905, UNLESS OTHERWISE NOTED
- ● SET 5/8" IRON ROD AND CAP STAMPED "PRM LB4905", UNLESS OTHERWISE NOTED



(1 INCH = 100 FEET)

DESCRIPTION :

BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND RUN N89°54'39"E, ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 1298.29 FEET TO THE WEST RIGHT-OF-WAY LINE OF PINEDA STREET; THENCE S00°01'34"W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 164.51 FEET; THENCE S89°27'38"W A DISTANCE OF 167.14 FEET; THENCE S00°03'22"E A DISTANCE OF 309.36 FEET; THENCE N89°38'58"E, A DISTANCE OF 166.69 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID PINEDA STREET; THENCE S0°01'34"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 50.00 FEET; THENCE S89°38'58"W A DISTANCE OF 166.62 FEET; THENCE S00°03'22"E A DISTANCE OF 139.87; THENCE S89°46'05"W A DISTANCE OF 1131.53 FEET TO THE WEST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE N00°00'17"W, ALONG SAID WEST LINE, A DISTANCE OF 667.87 FEET TO THE POINT OF BEGINNING. CONTAINING 18.13 ACRES, MORE OR LESS.

SHEET INDEX

SHEET #	SHEET TITLE
1	COVER SHEET, BOUNDARY GEOMETRY, LOT AND TRACT GEOMETRY
2	CENTERLINE GEOMETRY, ACCESS AND UTILITY EASEMENT GEOMETRY
3	CENTERLINE GEOMETRY, WATERLINE, GAS AND SANITARY EASEMENT GEOMETRY

PLAT NOTES:

1. BEARING REFERENCE: ASSUMED BEARING OF S00°01'34"W ON THE WEST RIGHT-OF-WAY LINE OF PINEDA STREET.
2. ALL LINES ARE RADIAL UNLESS OTHERWISE NOTED
3. TRACT A, TRACT B, TRACT C AND TRACT D ARE FOR THE PURPOSE OF MULTI-FAMILY HOUSING AND SHALL BE OWNED AND MAINTAINED BY THE HOUSING AUTHORITY OF THE CITY OF COCOA, FLORIDA.
4. TRACT E IS FOR THE PURPOSE OF FUTURE DEVELOPMENT AND SHALL BE OWNED AND MAINTAINED BY HOUSING AUTHORITY OF THE CITY OF COCOA, FLORIDA, AND IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN LEASE AGREEMENT (LEASE) BETWEEN THE HOUSING AUTHORITY OF THE CITY OF COCOA, FLORIDA AND THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, DATED MAY 9, 1968. FURTHER, TRACT E, AS SHOWN AND DEPICTED HEREON, IS ONE AND THE SAME WITH THE LANDS DESCRIBED IN THE ABOVE REFERENCED LEASE.
5. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUES CHAPTER 177.091 (8) & 177.091 (9).
6. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
7. THE ACCESS EASEMENTS SHOWN ON TRACT D ARE RESERVED FOR ACCESS TO TRACT E.
8. THE 15.00 FOOT WIDE SANITARY SEWER EASEMENT SHOWN ON TRACT A AND TRACT D ARE HEREBY DEDICATED TO THE CITY OF COCOA FOR THE PURPOSES OF INSTALLATION, MAINTENANCE, ACCESS AND REPAIR OF SANITARY SEWER FACILITIES.
9. THE 15.00 FOOT WIDE WATERLINE EASEMENTS SHOWN ON TRACT D ARE HEREBY DEDICATED TO THE CITY OF COCOA FOR THE PURPOSES OF INSTALLATION, MAINTENANCE ACCESS AND REPAIR OF POTABLE WATER SERVICES AND FACILITIES.
10. THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO PUBLIC UTILITY COMPANIES, (INCLUDING BUT NOT LIMITED TO, FLORIDA POWER AND LIGHT COMPANY, ITS SUCCESSORS AND/OR ASSIGNS), FOR THE INSTALLATION, MAINTENANCE, ACCESS AND REPAIR OF PUBLIC UTILITY SERVICE(S) FOR THE RESIDENTIAL BUILDINGS AND ASSOCIATED FACILITIES LOCATED WITHIN THE BOUNDARIES OF THIS PLAT.
11. THE GAS LINE EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO FLORIDA CITY GAS, ITS SUCCESSORS AND/OR ASSIGNS FOR THE INSTALLATION, MAINTENANCE, ACCESS AND REPAIR OF NATURAL GAS LINES AND SERVICES FOR THE RESIDENTIAL BUILDINGS AND ASSOCIATED FACILITIES LOCATED WITHIN THE BOUNDARIES OF THIS PLAT.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

COVER SHEET, BOUNDARY GEOMETRY, LOT AND TRACT GEOMETRY

– *THIS PLAT PREPARED BY* –

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321)723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION LB0004905

DATE:	10/24/2017
DRAWN:	LEH/BL
CHECKED:	LEH
DRAWING#	11393_300_002
PROJECT#	11393

2017 B.S.E. CONSULTANTS, INC.® I:\Projects Folder\11393\Drawings\11393_300\11393_300_002.dwg October 24, 2017 1:23:48 PM ET

PLAT BOOK __, PAGE ___

SHEET 1 OF 3

SECTION 29, TOWNSHIP 24 SOUTH, RANGE 36 EAST

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, HOUSING AUTHORITY OF THE CITY OF COCOA, FLORIDA, being the owner in fee simple of the lands described in

PINEDA VILLAGE I

Hereby dedicates said lands and plat for the uses and purposes herein expressed in the plat notes and further dedicates to the City of Cocoa, Florida, the rights-of-way for "A" Street, "B" Street and "C" Street together with the appurtenant drainage structures & facilities, the sanitary sewer structures & facilities and the potable waterline structures and facilities that are located within said rights-of-way.

IN WITNESS WHEREOF, the Housing Authority of the City of Cocoa, Florida, a public body corporate and politic established pursuant to Chapter 421, Florida Statutes, has caused these presents to be signed and attested to by the officer named below.

Housing Authority of the City of Cocoa, Florida,
a public body corporate and politic established
pursuant to Chapter 421, Florida Statutes

By: _____
Herbert Hernandez, Executive Director

STATE OF _____ COUNTY OF _____

THIS IS TO CERTIFY , That on _____, before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared Herbert Hernandez, as Executive Director of the Housing Authority of the City of Cocoa, Florida, a public body corporate and politic established pursuant to Chapter 421, Florida Statutes, to me known to be the individual and officer described in and who executed the foregoing Dedication and acknowledged the execution thereof to be his free act and deed as such officer thereunto duly authorized, and that the Dedication is an act and deed of the Housing Authority of the City of Cocoa, Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

_____ SEAL
NOTARY PUBLIC

My Commission Expires, _____

CERTIFICATE OF PLATTING SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered surveyor and mapper, does hereby certify that on 08/09/2017 he completed the boundary survey of the lands as shown on the foregoing plat; that said plat is a true and correct representation of a survey made under his responsible direction and supervision; that said survey is accurate to the best of his knowledge and belief; that permanent reference monuments (PRM's) have been placed as required by law, and further, that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, as amended.

LESLIE E. HOWARD
Professional Surveyor and Mapper
Florida Certification No. 5611
B.S.E. Consultants, Inc.
312 South Harbor City Boulevard, Suite #4
Melbourne, FL 32901

LB – 0004905
Certificate of Authorization Number

CERTIFICATE OF REVIEWING SURVEYOR FOR CITY OF COCOA

I HEREBY CERTIFY, That I have reviewed the foregoing plat and find that it is in conformity with Chapter 177, part 1, Florida Statutes.

Robert M. Packard, PSM / Reg. Florida Surveyor & Mapper #3867 (As Reviewing Surveyor for the City of Cocoa, Florida)

ACCEPTANCE OF DEDICATION BY MUNICIPALITY

THIS IS TO CERTIFY, That on _____, THE RIGHTS-OF-WAY OF "A" Street, "B" Street, "C" Street and the appurtenant utility and drainage facilities located within said rights-of-way were accepted by the City Council of the City of Cocoa, Florida.

_____
Henry U. Parrish, III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That on _____, the foregoing plat was approved by the City Council of the City of Cocoa, Florida.

_____
Henry U. Parrish, III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, part 1 Florida Statutes, and was filed for record on _____ at _____, File No._____.
_____ Clerk of the Circuit Court in and for Brevard County, Fla. ATTEST:

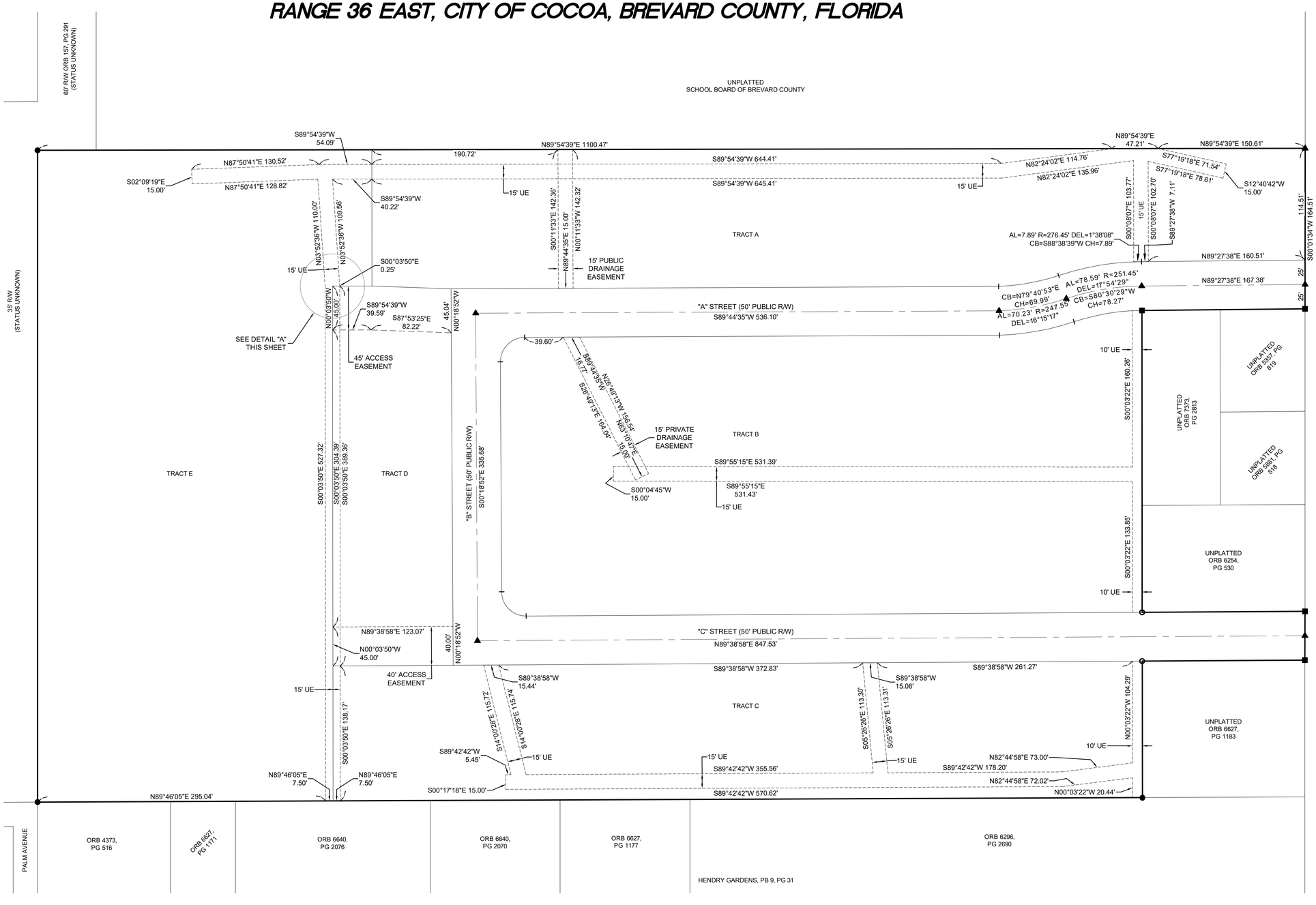
PINEDA VILLAGE I

BEING A RE-PLAT OF PLAZA HEIGHTS SUBDIVISION AS RECORDED IN PLAT BOOK 16, PAGE 137, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND IN SECTION 29, TOWNSHIP 24 SOUTH, RANGE 36 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA

PLAT BOOK __, PAGE ___

SHEET 2 OF 3

SECTION 29, TOWNSHIP 24 SOUTH, RANGE 36 EAST



SURVEY SYMBOL LEGEND

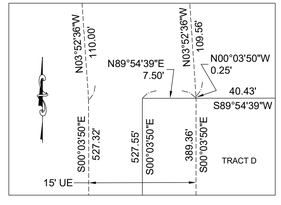
- ■ PERMANENT REFERENCE MONUMENT (PRM); SET 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- ▲ PERMANENT CONTROL POINT (PCP); SET PARKER-KALON NAIL AND DISK STAMPED PCP LB4905, UNLESS OTHERWISE NOTED
- ● SET 1/2" IRON ROD AND CAP; ID# LB4905, UNLESS OTHERWISE NOTED
- ○ SET 3/4" IRON PIPE AND CAP; ID# LB4905, UNLESS OTHERWISE NOTED

ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
AC	ACRES
AL	ARC LENGTH
CB	CHORD BEARING
CBS	CONCRETE BLOCK STRUCTURE
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
DEL	DELTA ANGLE
E	EAST
EG	EXISTING GROUND
ESMT	EASEMENT
FD	FOUND
FT	FEET
FPL	FLORIDA POWER & LIGHT
ID#	IDENTIFICATION NUMBER
IP	IRON PIPE
N	NORTH
NR	NON-RADIAL
NTS	NOT TO SCALE
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PD&UE	PUBLIC DRAINAGE AND UTILITY EASEMENT
PDE	PUBLIC DRAINAGE EASEMENT
PG(S)	PAGE(S)
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
POL	POINT ON LINE
PRC	POINT OF REVERSE CURVATURE
PRM	PERMANENT REFERENCE MONUMENT
PT	POINT OF TANGENCY
R/W	RIGHT-OF-WAY
RAD	RADIAL
RB	RADIAL BEARING
RR	RAILROAD
S	SOUTH
UE	UTILITY EASEMENT
W	WEST

50 0 25 50

(1 INCH = 50 FEET)



DETAIL "A"
1" = 10'

CENTERLINE GEOMETRY, ACCESS AND UTILITY EASEMENT GEOMETRY

– THIS PLAT PREPARED BY –

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE I MELBOURNE, FL 32901
(321) 253-1793 FAX (321) 253-7096
CERTIFICATE OF BUSINESS AUTHORIZATION: 4005
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE:	10/24/2017
DRAWN:	LEH/BL
CHECKED:	LEH
DRAWING#	11393_300_002
PROJECT#	11393

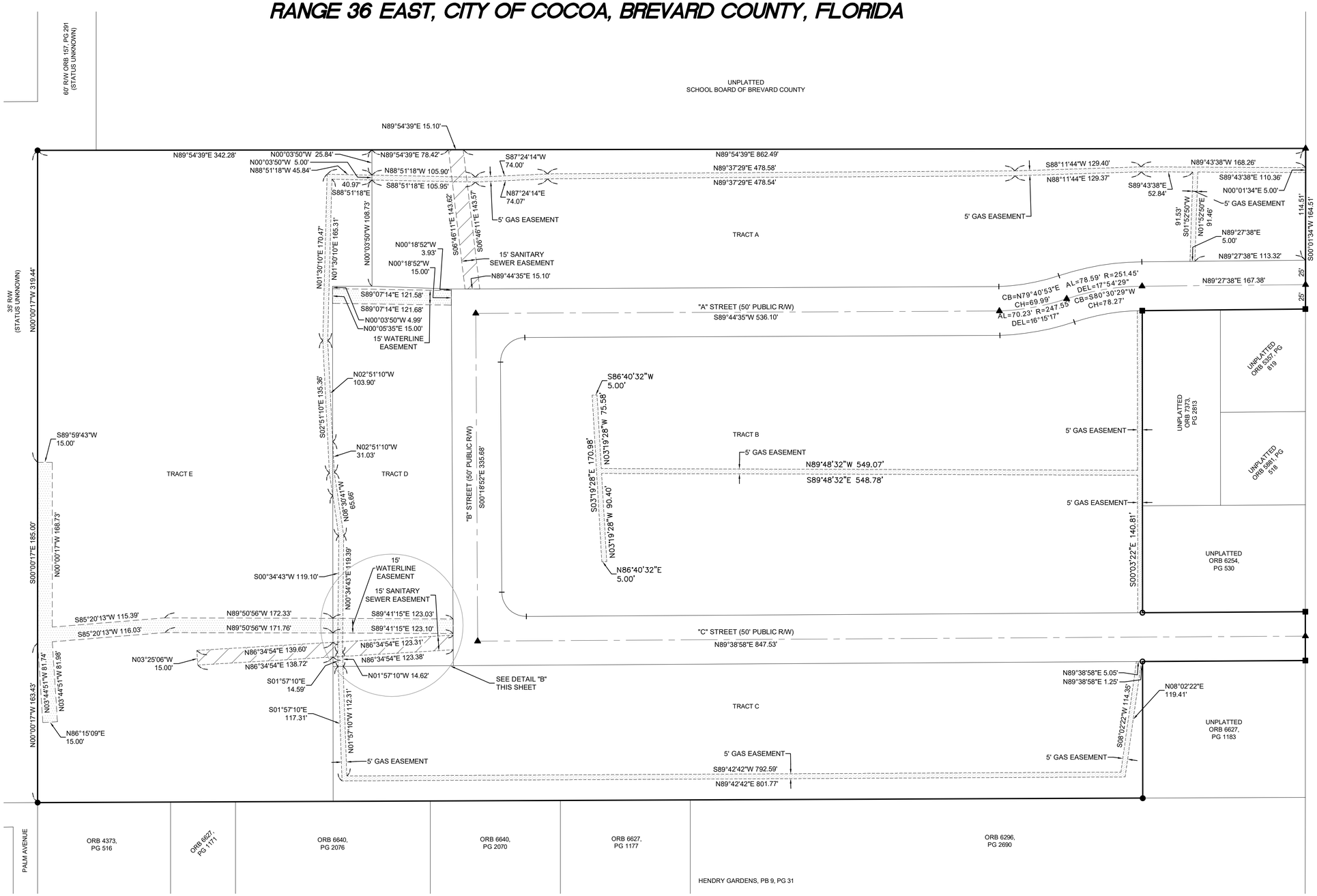
PINEDA VILLAGE I

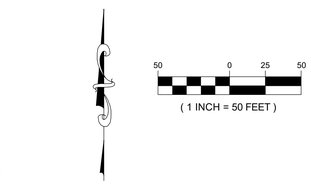
BEING A RE-PLAT OF PLAZA HEIGHTS SUBDIVISION AS RECORDED IN PLAT BOOK 16, PAGE 137, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND IN SECTION 29, TOWNSHIP 24 SOUTH, RANGE 36 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA

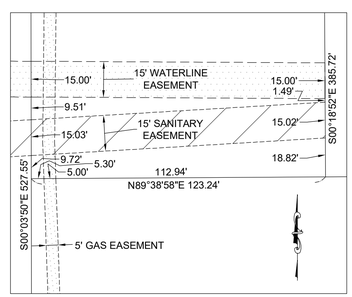
PLAT BOOK __, PAGE ___

SHEET 3 OF 3

SECTION 29, TOWNSHIP 24 SOUTH, RANGE 36 EAST







DETAIL "B"
1" = 30'

SURVEY SYMBOL LEGEND

- ■ PERMANENT REFERENCE MONUMENT (PRM); SET 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- ▲ PERMANENT CONTROL POINT (PCP); SET PARKER-KALON NAIL AND DISK STAMPED PCP LB4905, UNLESS OTHERWISE NOTED
- ● SET 1/2" IRON ROD AND CAP; ID# LB4905, UNLESS OTHERWISE NOTED
- ○ SET 3/4" IRON PIPE AND CAP; ID# LB4905, UNLESS OTHERWISE NOTED

ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
AC	ACRES
AL	ARC LENGTH
CB	CHORD BEARING
CBS	CONCRETE BLOCK STRUCTURE
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
DEL	DELTA ANGLE
E	EAST
EG	EXISTING GROUND
ESMT	EASEMENT
FD	FOUND
FT	FEET
FPL	FLORIDA POWER & LIGHT
ID#	IDENTIFICATION NUMBER
IP	IRON PIPE
N	NORTH
NR	NON-RADIAL
NTS	NOT TO SCALE
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PD&UE	PUBLIC DRAINAGE AND UTILITY EASEMENT
PDE	PUBLIC DRAINAGE EASEMENT
PG(S)	PAGE(S)
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
POL	POINT ON LINE
PRC	POINT OF REVERSE CURVATURE
PRM	PERMANENT REFERENCE MONUMENT
PT	POINT OF TANGENCY
R/W	RIGHT-OF-WAY
RAD	RADIAL
RB	RADIAL BEARING
RR	RAILROAD
S	SOUTH
UE	UTILITY EASEMENT
W	WEST

CENTERLINE GEOMETRY, WATERLINE, GAS AND SANITARY EASEMENT GEOMETRY

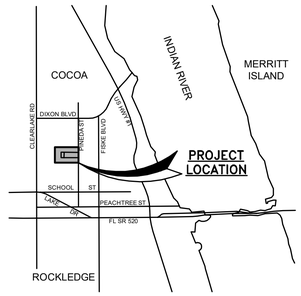
– THIS PLAT PREPARED BY –

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE:	10/24/2017
DRAWN:	LEH/BL
CHECKED:	LEH
DRAWING#	11393_300_002
PROJECT#	11393

PINEDA VILLAGE I

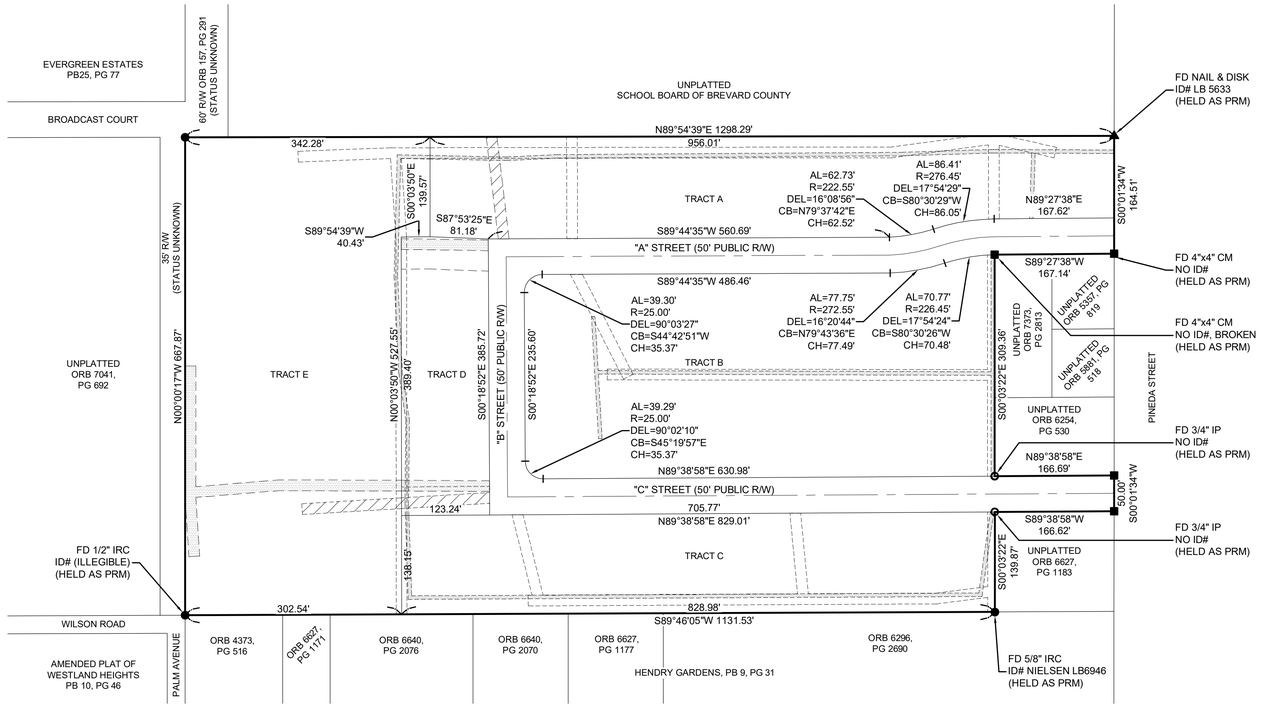
BEING A RE-PLAT OF PLAZA HEIGHTS SUBDIVISION AS RECORDED IN PLAT BOOK 16, PAGE 137, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND IN SECTION 29, TOWNSHIP 24 SOUTH, RANGE 36 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA



LOCATION MAP
N.T.S.

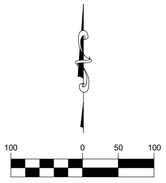
ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
AC	ACRES
AL	ARC LENGTH
CB	CHORD BEARING
CBS	CONCRETE BLOCK STRUCTURE
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
DEL	DELTA ANGLE
E	EAST
EG	EXISTING GROUND
ESMT	EASEMENT
FD	FOUND
FT	FEET
FPL	FLORIDA POWER & LIGHT
ID#	IDENTIFICATION NUMBER
IP	IRON PIPE
N	NORTH
NR	NON-RADIAL
NTS	NOT TO SCALE
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PD&UE	PUBLIC DRAINAGE AND UTILITY EASEMENT
PDE	PUBLIC DRAINAGE EASEMENT
PG(S)	PAGE(S)
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
POL	POINT ON LINE
PRC	POINT OF REVERSE CURVATURE
PRM	PERMANENT REFERENCE MONUMENT
PT	POINT OF TANGENCY
R/W	RIGHT-OF-WAY
RAD	RADIAL
RB	RADIAL BEARING
RR	RAILROAD
S	SOUTH
UE	UTILITY EASEMENT
W	WEST



SURVEY SYMBOL LEGEND

- ■ PERMANENT REFERENCE MONUMENT (PRM): SET 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- ▲ PERMANENT CONTROL POINT (PCP): SET PARKER-KALON NAIL AND DISK STAMPED PCP LB4905, UNLESS OTHERWISE NOTED
- ● SET 5/8" IRON ROD AND CAP STAMPED "PRM LB4905", UNLESS OTHERWISE NOTED



(1 INCH = 100 FEET)

DESCRIPTION :

BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND RUN N89°54'39"E, ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 1298.29 FEET TO THE WEST RIGHT-OF-WAY LINE OF PINEDA STREET; THENCE S00°01'34"W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 164.51 FEET; THENCE S89°27'38"W A DISTANCE OF 167.14 FEET; THENCE S00°03'22"E A DISTANCE OF 309.36 FEET; THENCE N89°38'58"E, A DISTANCE OF 166.69 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID PINEDA STREET; THENCE S0°01'34"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 50.00 FEET; THENCE S89°38'58"W A DISTANCE OF 166.62 FEET; THENCE S00°03'22"E A DISTANCE OF 139.87; THENCE S89°46'05"W A DISTANCE OF 1131.53 FEET TO THE WEST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE N00°00'17"W, ALONG SAID WEST LINE, A DISTANCE OF 667.87 FEET TO THE POINT OF BEGINNING. CONTAINING 18.13 ACRES, MORE OR LESS.

SHEET INDEX

SHEET #	SHEET TITLE
1	COVER SHEET, BOUNDARY GEOMETRY, LOT AND TRACT GEOMETRY
2	CENTERLINE GEOMETRY, ACCESS AND UTILITY EASEMENT GEOMETRY
3	CENTERLINE GEOMETRY, WATERLINE, GAS AND SANITARY EASEMENT GEOMETRY

PLAT NOTES:

1. BEARING REFERENCE: ASSUMED BEARING OF S00°01'34"W ON THE WEST RIGHT-OF-WAY LINE OF PINEDA STREET.
2. ALL LINES ARE RADIAL UNLESS OTHERWISE NOTED
3. TRACT A, TRACT B, TRACT C AND TRACT D ARE FOR THE PURPOSE OF MULTI-FAMILY HOUSING AND SHALL BE OWNED AND MAINTAINED BY THE HOUSING AUTHORITY OF THE CITY OF COCOA, FLORIDA.
4. TRACT E IS FOR THE PURPOSE OF FUTURE DEVELOPMENT AND SHALL BE OWNED AND MAINTAINED BY HOUSING AUTHORITY OF THE CITY OF COCOA, FLORIDA, AND IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN LEASE AGREEMENT (LEASE) BETWEEN THE HOUSING AUTHORITY OF THE CITY OF COCOA, FLORIDA AND THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, DATED MAY 9, 1968. FURTHER, TRACT E, AS SHOWN AND DEPICTED HEREON, IS ONE AND THE SAME WITH THE LANDS DESCRIBED IN THE ABOVE REFERENCED LEASE.
5. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUES CHAPTER 177.091 (8) & 177.091 (9).
6. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
7. THE ACCESS EASEMENTS SHOWN ON TRACT D ARE RESERVED FOR ACCESS TO TRACT E.
8. THE 15.00 FOOT WIDE SANITARY SEWER EASEMENT SHOWN ON TRACT A AND TRACT D ARE HEREBY DEDICATED TO THE CITY OF COCOA FOR THE PURPOSES OF INSTALLATION, MAINTENANCE, ACCESS AND REPAIR OF SANITARY SEWER FACILITIES.
9. THE 15.00 FOOT WIDE WATERLINE EASEMENTS SHOWN ON TRACT D ARE HEREBY DEDICATED TO THE CITY OF COCOA FOR THE PURPOSES OF INSTALLATION, MAINTENANCE ACCESS AND REPAIR OF POTABLE WATER SERVICES AND FACILITIES.
10. THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO PUBLIC UTILITY COMPANIES, (INCLUDING BUT NOT LIMITED TO, FLORIDA POWER AND LIGHT COMPANY, ITS SUCCESSORS AND/OR ASSIGNS), FOR THE INSTALLATION, MAINTENANCE, ACCESS AND REPAIR OF PUBLIC UTILITY SERVICE(S) FOR THE RESIDENTIAL BUILDINGS AND ASSOCIATED FACILITIES LOCATED WITHIN THE BOUNDARIES OF THIS PLAT.
11. THE GAS LINE EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO FLORIDA CITY GAS, ITS SUCCESSORS AND/OR ASSIGNS FOR THE INSTALLATION, MAINTENANCE, ACCESS AND REPAIR OF NATURAL GAS LINES AND SERVICES FOR THE RESIDENTIAL BUILDINGS AND ASSOCIATED FACILITIES LOCATED WITHIN THE BOUNDARIES OF THIS PLAT.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

COVER SHEET, BOUNDARY GEOMETRY, LOT AND TRACT GEOMETRY

– *THIS PLAT PREPARED BY* –

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321)723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION LB0004905

DATE:	10/24/2017
DRAWN:	LEH/BL
CHECKED:	LEH
DRAWING#	11393_300_002
PROJECT#	11393

2017 B.S.E. CONSULTANTS, INC.® I:\Projects Folder\11393\Drawings\11393_300\11393_300_002.dwg October 24, 2017 1:23:48 PM ET

PLAT BOOK __, PAGE ___

SHEET 1 OF 3

SECTION 29, TOWNSHIP 24 SOUTH, RANGE 36 EAST

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, HOUSING AUTHORITY OF THE CITY OF COCOA, FLORIDA, being the owner in fee simple of the lands described in

PINEDA VILLAGE I

Hereby dedicates said lands and plat for the uses and purposes herein expressed in the plat notes and further dedicates to the City of Cocoa, Florida, the rights-of-way for "A" Street, "B" Street and "C" Street together with the appurtenant drainage structures & facilities, the sanitary sewer structures & facilities and the potable waterline structures and facilities that are located within said rights-of-way.

IN WITNESS WHEREOF, the Housing Authority of the City of Cocoa, Florida, a public body corporate and politic established pursuant to Chapter 421, Florida Statutes, has caused these presents to be signed and attested to by the officer named below.

Housing Authority of the City of Cocoa, Florida,
a public body corporate and politic established
pursuant to Chapter 421, Florida Statutes

By: _____
Herbert Hernandez, Executive Director

STATE OF _____ COUNTY OF _____

THIS IS TO CERTIFY , That on _____, before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared Herbert Hernandez, as Executive Director of the Housing Authority of the City of Cocoa, Florida, a public body corporate and politic established pursuant to Chapter 421, Florida Statutes, to me known to be the individual and officer described in and who executed the foregoing Dedication and acknowledged the execution thereof to be his free act and deed as such officer thereunto duly authorized, and that the Dedication is an act and deed of the Housing Authority of the City of Cocoa, Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

_____ SEAL
NOTARY PUBLIC

My Commission Expires, _____

CERTIFICATE OF PLATTING SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered surveyor and mapper, does hereby certify that on 08/09/2017 he completed the boundary survey of the lands as shown on the foregoing plat; that said plat is a true and correct representation of a survey made under his responsible direction and supervision; that said survey is accurate to the best of his knowledge and belief; that permanent reference monuments (PRM's) have been placed as required by law, and further, that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, as amended.

LESLIE E. HOWARD
Professional Surveyor and Mapper
Florida Certification No. 5611
B.S.E. Consultants, Inc.
312 South Harbor City Boulevard, Suite #4
Melbourne, FL 32901

LB – 0004905
Certificate of Authorization Number

CERTIFICATE OF REVIEWING SURVEYOR FOR CITY OF COCOA

I HEREBY CERTIFY, That I have reviewed the foregoing plat and find that it is in conformity with Chapter 177, part 1, Florida Statutes.

Robert M. Packard, PSM / Reg. Florida Surveyor & Mapper #3867 (As Reviewing Surveyor for the City of Cocoa, Florida)

ACCEPTANCE OF DEDICATION BY MUNICIPALITY

THIS IS TO CERTIFY, That on _____, THE RIGHTS-OF-WAY OF "A" Street, "B" Street, "C" Street and the appurtenant utility and drainage facilities located within said rights-of-way were accepted by the City Council of the City of Cocoa, Florida.

_____
Henry U. Parrish, III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That on _____, the foregoing plat was approved by the City Council of the City of Cocoa, Florida.

_____
Henry U. Parrish, III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, part 1 Florida Statutes, and was filed for record on _____ at _____, File No._____.
_____ Clerk of the Circuit Court in and for Brevard County, Fla. ATTEST:

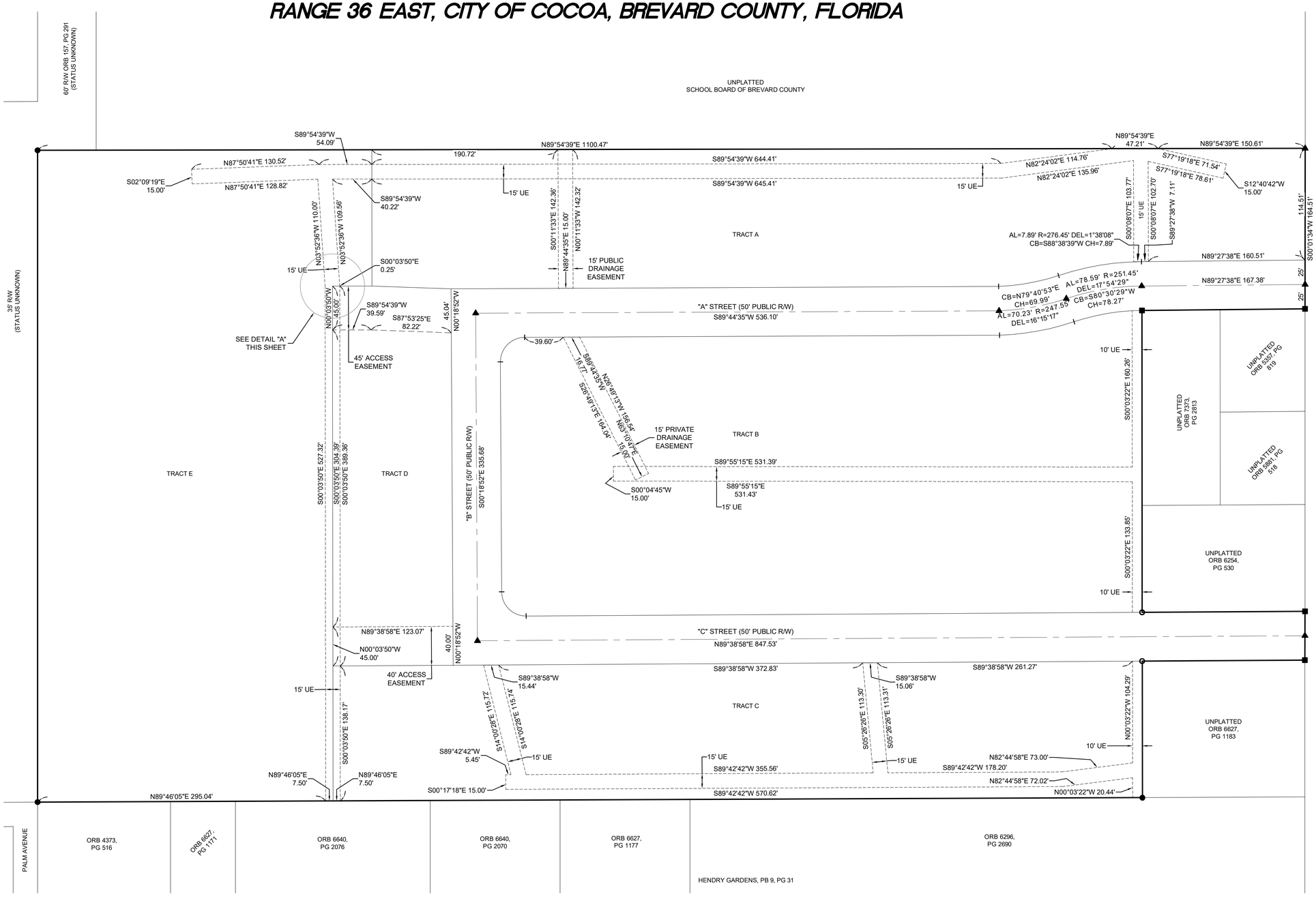
PINEDA VILLAGE I

BEING A RE-PLAT OF PLAZA HEIGHTS SUBDIVISION AS RECORDED IN PLAT BOOK 16, PAGE 137, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND IN SECTION 29, TOWNSHIP 24 SOUTH, RANGE 36 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA

PLAT BOOK __, PAGE ___

SHEET 2 OF 3

SECTION 29, TOWNSHIP 24 SOUTH, RANGE 36 EAST



SURVEY SYMBOL LEGEND

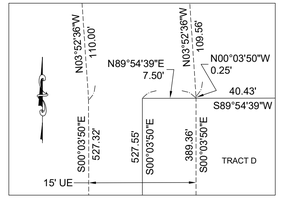
- ■ PERMANENT REFERENCE MONUMENT (PRM); SET 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- ▲ PERMANENT CONTROL POINT (PCP); SET PARKER-KALON NAIL AND DISK STAMPED PCP LB4905, UNLESS OTHERWISE NOTED
- ● SET 1/2" IRON ROD AND CAP; ID# LB4905, UNLESS OTHERWISE NOTED
- ○ SET 3/4" IRON PIPE AND CAP; ID# LB4905, UNLESS OTHERWISE NOTED

ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
AC	ACRES
AL	ARC LENGTH
CB	CHORD BEARING
CBS	CONCRETE BLOCK STRUCTURE
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
DEL	DELTA ANGLE
E	EAST
EG	EXISTING GROUND
ESMT	EASEMENT
FD	FOUND
FT	FEET
FPL	FLORIDA POWER & LIGHT
ID#	IDENTIFICATION NUMBER
IP	IRON PIPE
N	NORTH
NR	NON-RADIAL
NTS	NOT TO SCALE
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PD&UE	PUBLIC DRAINAGE AND UTILITY EASEMENT
PDE	PUBLIC DRAINAGE EASEMENT
PG(S)	PAGE(S)
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
POL	POINT ON LINE
PRC	POINT OF REVERSE CURVATURE
PRM	PERMANENT REFERENCE MONUMENT
PT	POINT OF TANGENCY
R/W	RIGHT-OF-WAY
RAD	RADIAL
RB	RADIAL BEARING
RR	RAILROAD
S	SOUTH
UE	UTILITY EASEMENT
W	WEST

50 0 25 50

(1 INCH = 50 FEET)



DETAIL "A"
1" = 10'

CENTERLINE GEOMETRY, ACCESS AND UTILITY EASEMENT GEOMETRY

– THIS PLAT PREPARED BY –

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE I MELBOURNE, FL 32901
(321) 253-1793 FAX (321) 253-7096
CERTIFICATE OF BUSINESS AUTHORIZATION: 4005
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE:	10/24/2017
DRAWN:	LEH/BL
CHECKED:	LEH
DRAWING#	11393_300_002
PROJECT#	11393

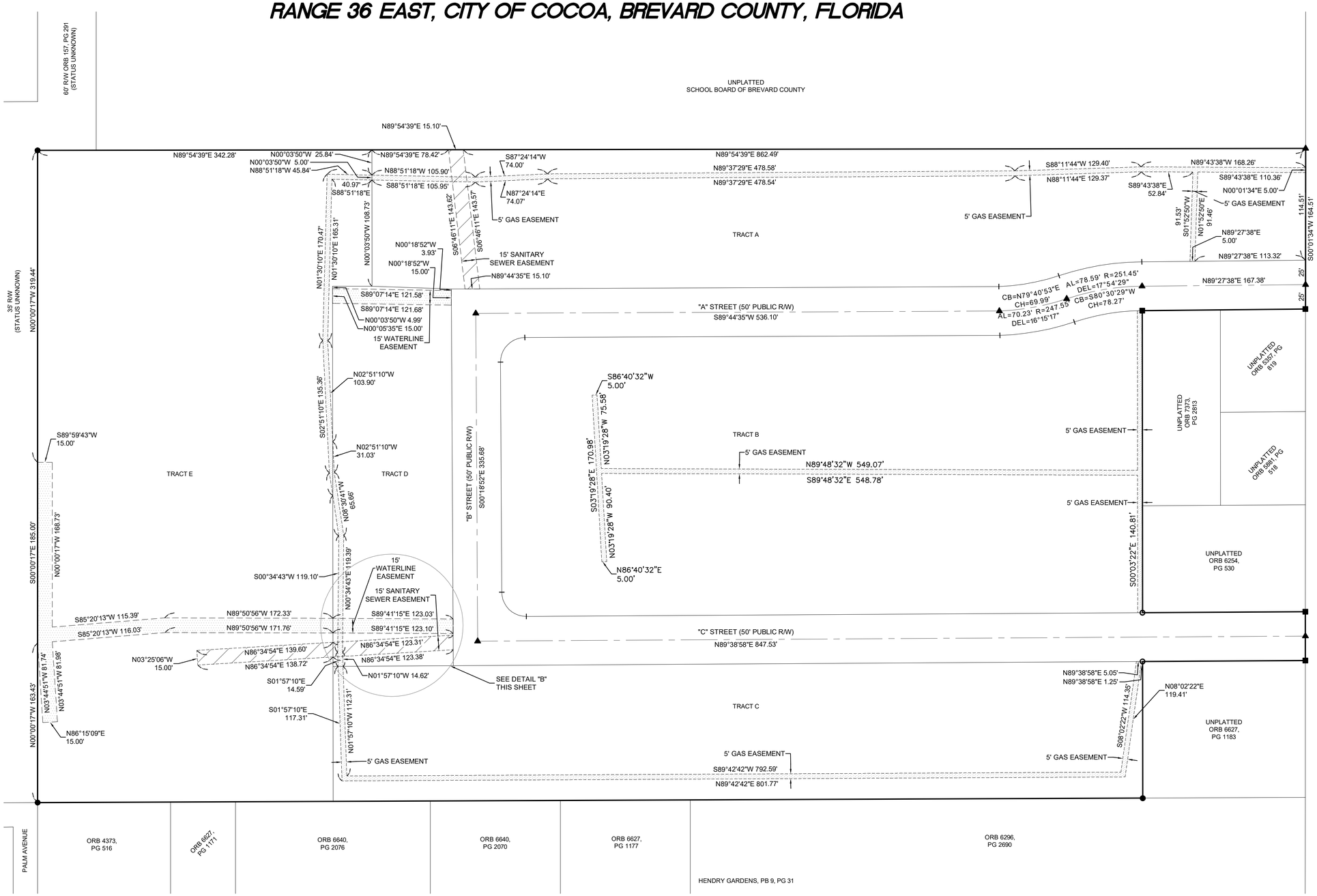
PINEDA VILLAGE I

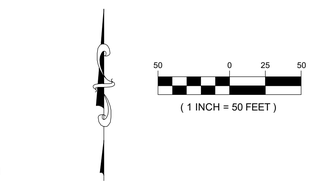
BEING A RE-PLAT OF PLAZA HEIGHTS SUBDIVISION AS RECORDED IN PLAT BOOK 16, PAGE 137, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND IN SECTION 29, TOWNSHIP 24 SOUTH, RANGE 36 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA

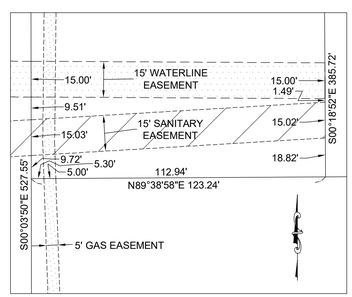
PLAT BOOK __, PAGE ___

SHEET 3 OF 3

SECTION 29, TOWNSHIP 24 SOUTH, RANGE 36 EAST







DETAIL "B"
1" = 30'

SURVEY SYMBOL LEGEND

- ■ PERMANENT REFERENCE MONUMENT (PRM); SET 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- ▲ PERMANENT CONTROL POINT (PCP); SET PARKER-KALON NAIL AND DISK STAMPED PCP LB4905, UNLESS OTHERWISE NOTED
- ● SET 1/2" IRON ROD AND CAP; ID# LB4905, UNLESS OTHERWISE NOTED
- ○ SET 3/4" IRON PIPE AND CAP; ID# LB4905, UNLESS OTHERWISE NOTED

ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
AC	ACRES
AL	ARC LENGTH
CB	CHORD BEARING
CBS	CONCRETE BLOCK STRUCTURE
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
DEL	DELTA ANGLE
E	EAST
EG	EXISTING GROUND
ESMT	EASEMENT
FD	FOUND
FT	FEET
FPL	FLORIDA POWER & LIGHT
ID#	IDENTIFICATION NUMBER
IP	IRON PIPE
N	NORTH
NR	NON-RADIAL
NTS	NOT TO SCALE
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PD&UE	PUBLIC DRAINAGE AND UTILITY EASEMENT
PDE	PUBLIC DRAINAGE EASEMENT
PG(S)	PAGE(S)
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
POL	POINT ON LINE
PRC	POINT OF REVERSE CURVATURE
PRM	PERMANENT REFERENCE MONUMENT
PT	POINT OF TANGENCY
R/W	RIGHT-OF-WAY
RAD	RADIAL
RB	RADIAL BEARING
RR	RAILROAD
S	SOUTH
UE	UTILITY EASEMENT
W	WEST

CENTERLINE GEOMETRY, WATERLINE, GAS AND SANITARY EASEMENT GEOMETRY

– THIS PLAT PREPARED BY –

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE:	10/24/2017
DRAWN:	LEH/BL
CHECKED:	LEH
DRAWING#	11393_300_002
PROJECT#	11393

Legislation Details (With Text)

File #:	17-469	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	10/30/2017			**In control:**	City Council
On agenda:	11/14/2017			**Final action:**	
Title:	Approve a Resolution adjusting the Fiscal Year 2017 Budget to adjust payroll and emergency accounts and operation-related changes which resulted in negative balances. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution 2017.docx Budget Adjustment Tracking Sheet.pdf Negative Balance Budget Adjustment Forms.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 30, 2017
Agenda Date: November 14, 2017
Prepared By: Lora Howell, Deputy Finance Director
Through: Teri Butler, CGFO, Finance Director
Requested Action:
Approve a Resolution adjusting the Fiscal Year 2017 Budget to adjust payroll and emergency accounts and operation-related changes which resulted in negative balances.

BACKGROUND:

During the Fiscal Year 2017 budget process, payroll/benefits and some operating accounts are estimated with the current data available. During the year, changes occur such as employment status, changes in benefit allocation and unbudgeted/unforeseen expenses. During the fiscal year we experienced two natural disasters. The accounting for charges relating to Hurricane Matthew were adjusted during the mid-year adjustment. However Hurricane Irma occurred at the end of fiscal year 2017. Staff is requesting that the City Council approve transfers between line item accounts within the departments; from Water/Sewer Fund, Stormwater Fund, and General Fund Contingency accounts; and from General Fund Reserves. A complete list of all the accounts and the Budget Adjustment Forms are included as attachments to this agenda.

STRATEGIC PLAN CONNECTION:

To provide financial transparency in budgeting.

BUDGETARY IMPACT:

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

Attached are 30 Budget Adjustment Forms to correct negative account balances for Fiscal Year 2017. Many accounts could be adjusted within the department's budgets. The sources of funds to adjust emergency accounts are as follows:

General Fund Reserves 001-0000-389.99-50	$148,852
General Fund Contingency 001-1600-513.39-00	$196,549
Water/Sewer Contingency 421-4010-536.39-00	$306,038
Stormwater Contingency 423-3570-538.39-00	$11,420

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve a Resolution adjusting the Fiscal Year 2017 Budget to adjust payroll and emergency accounts and operation-related changes which resulted in negative balances.

General Fund Reserves	001-0000-389.99-50	148,852
General Fund Contingency	001-1600-513.39-00	(196,549)
Water/Sewer Contingency	421-4010-536.39-00	(306,038)
Stormwater Contingency	423-3570-538.39-00	(11,420)

Signed Date	Type	Name	Account #	Amount	Project	Group Date	Group #	Council Date	Agenda #
10/31/2017	Transfer	BAF-CC-Council Additional Health Costs (11-14-17) Agenda 17-469	001-1000-511.11-00	(1,000)	x			11/14/2017	17-469
	Transfer		001-1000-511.15-00	(78)	x			11/14/2017	17-469
	Transfer		001-1000-511.23-00	1,078	x			11/14/2017	17-469
10/31/2017	Transfer	BAF-CM-CM IT End of Year Negatives (11-14-17) Agenda 17-469	001-1100-512.12-00	(4,776)	x			11/14/2017	17-469
	Transfer		001-1103-516.12-00	(1,091)	x			11/14/2017	17-469
	Transfer		001-1100-512.23-00	4,776	x			11/14/2017	17-469
	Transfer		001-1103-516.12-12	877	x			11/14/2017	17-469
	Transfer		001-1103-516.14-00	214	x			11/14/2017	17-469
10/31/2017	Transfer	BAF-FD-Fire Negatives (11-14-17) Agenda 17-469	001-2201-522.12-00	(39,938)	x			11/14/2017	17-469
	Transfer		001-2201-522.12-12	73	x			11/14/2017	17-469
	Transfer		001-2201-522.13-00	22,521	x			11/14/2017	17-469
	Transfer		001-2201-522.14-00	11,406	x			11/14/2017	17-469
	Transfer		001-2201-522.15-00	5,938	x			11/14/2017	17-469
10/31/2017	Transfer	BAF-FN-Field Services Negatives (11-14-17) Agenda 17-469	421-1515-536.12-00	(4,851)	x			11/14/2017	17-469
	Transfer		421-1515-536.14-00	1,765	x			11/14/2017	17-469
	Transfer		421-1515-536.20-00	110	x			11/14/2017	17-469
	Transfer		421-1515-536.24-00	2,976	x			11/14/2017	17-469
10/31/2017	Transfer	BAF-FN-UT Accounting Negatives (11-14-17) Agenda 17-469	001-1510-536.12-00	(264)	x			11/14/2017	17-469
	Transfer		001-1510-536.12-12	156	x			11/14/2017	17-469
	Transfer		001-1510-536.13-00	108	x			11/14/2017	17-469
10/31/2017	Transfer	BAF-PW-Public Works Negatives pg. 1 of 2 (11-14-17) Agenda 17-469	001-3500-519.12-00	(5)	x			11/14/2017	17-469
	Transfer		001-3520-572.12-00	(20,740)	x			11/14/2017	17-469
	Transfer		001-3540-519.12-00	(2,259)	x			11/14/2017	17-469
	Transfer		001-3500-519.12-12	5	x			11/14/2017	17-469
	Transfer		001-3520-572.12-12	6,072	x			11/14/2017	17-469
	Transfer		001-3520-572.13-00	13,871	x			11/14/2017	17-469
	Transfer		001-3520-572.22-00	797	x			11/14/2017	17-469
	Transfer		001-3540-519.12-12	1,172	x			11/14/2017	17-469
	Transfer		001-3540-519.23-00	1,087	x			11/14/2017	17-469
10/31/2017	Transfer	BAF-PW-Public Works Negatives pg. 2 of 2 (11-14-17) Agenda 17-469	001-3560-519.12-00	(5,478)	x			11/14/2017	17-469
	Transfer		001-3560-519.12-12	341	x			11/14/2017	17-469
	Transfer		001-3560-519.13-00	5,137	x			11/14/2017	17-469
10/31/2017	Transfer	BAF-PW-Stormwater Negatives (11-14-17) Agenda 17-469	423-3570-538.12-00	(551)	x			11/14/2017	17-469
	Transfer		423-3570-538.12-12	411	x			11/14/2017	17-469
	Transfer		423-3570-538.14-00	140	x			11/14/2017	17-469
10/31/2017	Transfer	BAF-UT-Utilities Negatives (11-14-17) Agenda 17-469	421-4010-536.12-00	(6,927)	x			11/14/2017	17-469
	Transfer		421-4020-536.12-00	(283)	x			11/14/2017	17-469
	Transfer		421-4055-536.12-00	(7,307)	x			11/14/2017	17-469

Signed Date	Type	Name	Account #	Amount	Project	Group Date	Group #	Council Date	Agenda #
	Transfer		421-4055-536.13-00	(1,843)	x			11/14/2017	17-469
	Transfer		421-4125-536.12-00	(1,427)	x			11/14/2017	17-469
	Transfer		421-4010-536.13-00	6,927	x			11/14/2017	17-469
	Transfer		421-4020-536.24-00	283	x			11/14/2017	17-469
	Transfer		421-4120-536.12-00	5,438	x			11/14/2017	17-469
	Transfer		421-4120-536.13-00	1,843	x			11/14/2017	17-469
	Transfer		421-4020-536.14-00	1,869	x			11/14/2017	17-469
	Transfer		421-4125-536.14-00	1,427	x			11/14/2017	17-469
11/1/2017	Transfer	BAF-CM-IT Other Negatives (11-14-17) Agenda 17-469	001-1103-516.46-00	(143)	x			11/14/2017	17-469
	Transfer		001-1100-512.52-00	61	x			11/14/2017	17-469
	Transfer		001-1103-516.42-00	59	x			11/14/2017	17-469
	Transfer		001-1103-516.46-03	23	x			11/14/2017	17-469
11/1/2017	Transfer	BAF-PD-Police & Code Negatives (11-14-17) Agenda 17-469	001-2100-521.12-00	(27,830)	x			11/14/2017	17-469
	Transfer		001-2132-524.12-00	(639)	x			11/14/2017	17-469
	Transfer		001-2100-521.12-12	16,164	x			11/14/2017	17-469
	Transfer		001-2100-521.14-00	10,876	x			11/14/2017	17-469
	Transfer		001-2100-521.15-00	790	x			11/14/2017	17-469
	Transfer		001-2132-524.14-00	39	x			11/14/2017	17-469
	Transfer		001-2132-524.27-00	600	x			11/14/2017	17-469
11/1/2017	Transfer	BAF-PD-Police's Other Negatives (11-14-17) Agenda 17-469	001-2100-521.46-02	(4,805)	x			11/14/2017	17-469
	Transfer		001-2100-521.47-00	(648)	x			11/14/2017	17-469
	Transfer		001-2101-521.34-00	(1,341)	x			11/14/2017	17-469
	Transfer		001-2101-521.46-00	(940)	x			11/14/2017	17-469
	Transfer		001-2100-521.46-03	1,952	x			11/14/2017	17-469
	Transfer		001-2100-521.52-30	5,782	x			11/14/2017	17-469
11/1/2017	Transfer	BAF-PW- Public Works Other Negatives pg. 2 of 2 (11-14-17) Agenda 17-469	001-3560-519.46-02	(1,602)	x			11/14/2017	17-469
	Transfer		001-3540-519.46-00	647	x			11/14/2017	17-469
	Transfer		001-3540-519.46-02	36	x			11/14/2017	17-469
	Transfer		001-3540-519.52-00	326	x			11/14/2017	17-469
	Transfer		001-3560-519.52-00	440	x			11/14/2017	17-469
	Transfer		001-3580-519.52-00	153	x			11/14/2017	17-469
11/2/2017	Transfer	BAF-AS- Admin Services' Other Negatives (11-14-17) Agenda 17-469	001-1805-513.47-00	(80)	x			11/14/2017	17-469
	Transfer		001-1805-513.55-00	80	x			11/14/2017	17-469
11/2/2017	Transfer	BAF-AS-HR and Clerks Negatives (11-14-17) Agenda 17-469	001-1801-513.12-00	(162)	x			11/14/2017	17-469
	Transfer		001-1805-513.12-00	(3)	x			11/14/2017	17-469
	Transfer		001-1801-513.12-12	162	x			11/14/2017	17-469
	Transfer		001-1805-513.14-00	3	x			11/14/2017	17-469
11/2/2017	Transfer	BAF-PW- Public Works Other Negatives pg. 1 of 2 (11-14-17) Agenda 17-469	001-3510-541.46-00	(1,203)	x			11/14/2017	17-469
	Transfer		001-3520-572.34-00	(1,203)	x			11/14/2017	17-469
	Transfer		001-3500-519.46-00	330	x			11/14/2017	17-469
	Transfer		001-3510-541.46-02	819	x			11/14/2017	17-469
	Transfer		001-3520-572.43-00	561	x			11/14/2017	17-469
	Transfer		001-3520-572.46-03	298	x			11/14/2017	17-469

Signed Date	Type	Name	Account #	Amount	Project	Group Date	Group #	Council Date	Agenda #
	Transfer		001-3520-572.55-00	150	x			11/14/2017	17-469
	Transfer		001-3520-572.64-00	248	x			11/14/2017	17-469
11/2/2017	Transfer	BAF-PW- Stormwaters Other Negatives (11-14-17) Agenda 17-469	423-3570-538.52-00	(5,784)	x			11/14/2017	17-469
	Transfer		423-3570-538.49-07	4,212	x			11/14/2017	17-469
	Transfer		423-3570-538.52-30	1,572	x			11/14/2017	17-469
11/3/2017	Transfer	BAF-FN-GF Emergency Negatives pg. 1 of 2 (11-14-17) Agenda 17-469	001-1600-513.39-00	(196,549)	x			11/14/2017	17-469
	Transfer		001-1601-525.12-00	148,195	x			11/14/2017	17-469
	Transfer		001-1601-525.21-00	15,035	x			11/14/2017	17-469
	Transfer		001-1601-525.22-03	136	x			11/14/2017	17-469
	Transfer		001-1601-525.23-00	25,997	x			11/14/2017	17-469
	Transfer		001-1601-525.42-00	86	x			11/14/2017	17-469
	Transfer		001-1601-525.46-02	7,100	x			11/14/2017	17-469
11/3/2017	Amendment	BAF-FN-GF Emergency Negatives pg. 2 of 2 (11-14-17) Agenda 17-469	001-0000-389.99-50	148,732	x			11/14/2017	17-469
	Amendment		001-1601-525.14-00	46,634	x			11/14/2017	17-469
	Amendment		001-1601-525.22-00	6,776	x			11/14/2017	17-469
	Amendment		001-1601-525.22-01	38,702	x			11/14/2017	17-469
	Amendment		001-1601-525.24-00	2,141	x			11/14/2017	17-469
	Amendment		001-1601-525.46-00	11,168	x			11/14/2017	17-469
	Amendment		001-1601-525.52-00	43,311	x			11/14/2017	17-469
11/3/2017	Amendment	BAF-FN-GF Emergency Negatives pg. 3 of 3 (11-14-17) Agenda 17-469	001-0000-389.99-50	120	x			11/14/2017	17-469
	Amendment		001-1600-513.46-03	120	x			11/14/2017	17-469
11/3/2017	Transfer	BAF-PW-SW Emergency Negatives pg. 1 of 2 (11-14-17) Agenda 17-469	423-3570-538.39-00	(11,420)	x			11/14/2017	17-469
	Transfer		423-1601-525.12-00	6,274	x			11/14/2017	17-469
	Transfer		423-1601-525.14-00	2,679	x			11/14/2017	17-469
	Transfer		423-1601-525.21-00	640	x			11/14/2017	17-469
	Transfer		423-1601-525.23-00	1,619	x			11/14/2017	17-469
	Transfer		423-1601-525.24-00	208	x			11/14/2017	17-469
11/3/2017	Transfer	BAF-PW-SW Emergency Negatives pg. 2 of 2 (11-14-17) Agenda 17-469	423-3570-538.22-00	(804)	x			11/14/2017	17-469
	Transfer		423-3570-538.52-00	(1,252)	x			11/14/2017	17-469
	Transfer		423-1601-525.22-00	804	x			11/14/2017	17-469
	Transfer		423-1601-525.52-00	1,252	x			11/14/2017	17-469
11/3/2017	Transfer	BAF-UT-WS Emergency Negatives pg. 1 of 2 (11-14-17) Agenda 17-469	421-4010-536.39-00	(268,062)	x			11/14/2017	17-469
	Transfer		421-1601-525.12-00	(780)	x			11/14/2017	17-469
	Transfer		421-1601-525.21-00	(61)	x			11/14/2017	17-469
	Transfer		421-1601-525.22-00	(94)	x			11/14/2017	17-469
	Transfer		421-1601-525.23-00	(54)	x			11/14/2017	17-469
	Transfer		421-4011-525.12-00	102,825	x			11/14/2017	17-469
	Transfer		421-4011-525.14-00	91,289	x			11/14/2017	17-469
	Transfer		421-4011-525.21-00	14,552	x			11/14/2017	17-469
	Transfer		421-4011-525.22-00	28,659	x			11/14/2017	17-469
	Transfer		421-4011-525.23-00	28,127	x			11/14/2017	17-469
	Transfer		421-4011-525.24-00	3,599	x			11/14/2017	17-469
11/3/2017	Transfer	BAF-UT-WS Emergency Negatives pg. 2 of 2 (11-14-17) Agenda 17-469	421-4010-536.39-00	(37,976)	x			11/14/2017	17-469

Signed Date	Type	Name	Account #	Amount	Project	Group Date	Group #	Council Date	Agenda #
	Transfer		421-4025-536.46-00	(211,745)	WS1201			11/14/2017	17-469
	Transfer		421-4011-525.42-00	42	x			11/14/2017	17-469
	Transfer		421-4011-525.46-00	238,340	ES17HI			11/14/2017	17-469
	Transfer		421-4011-525.52-00	11,339	x			11/14/2017	17-469
11/6/2017	Transfer	BAF-CS-CS & LS Other Negatives (11-14-17) Agenda 17-469	001-3200-515.31-00	(149)	x			11/14/2017	17-469
	Transfer		001-3290-574.52-00	(39)	x			11/14/2017	17-469
	Transfer		001-3200-515.42-00	149	x			11/14/2017	17-469
	Transfer		001-3290-574.52-07	39	x			11/14/2017	17-469
11/6/2017	Transfer	BAF-CS-CS & LS Negatives (11-14-17) Agenda 17-469 - FY17	001-3200-515.12-00	(6,194)	x			11/14/2017	17-469
	Transfer		001-3290-574.22-01	(2,341)	x			11/14/2017	17-469
	Transfer		001-3200-515.12-12	6,127	x			11/14/2017	17-469
	Transfer		001-3200-515.14-00	67	x			11/14/2017	17-469
	Transfer		001-3290-574.14-00	109	x			11/14/2017	17-469
	Transfer		001-3290-574.15-00	2,115	x			11/14/2017	17-469
	Transfer		001-3290-574.22-00	9	x			11/14/2017	17-469
	Transfer		001-3290-574.24-00	108	x			11/14/2017	17-469
11/6/2017	Transfer	BAF-FD-Fire's Other Negatives (11-14-17) Agenda 17-469 - FY17	001-2201-522.46-00	(3,652)	x			11/14/2017	17-469
	Transfer		001-2201-522.43-00	421	x			11/14/2017	17-469
	Transfer		001-2201-522.46-03	3,231	x			11/14/2017	17-469
11/7/2017	Transfer	BAF-UT-UT Other Negatives pg. 1 of 2 (11-14-17) Agenda 17-469	421-4125-536.12-00	(19,551)	x			11/14/2017	17-469
	Transfer		421-4010-536.49-08	39	x			11/14/2017	17-469
	Transfer		421-4010-536.59-00	15,145	x			11/14/2017	17-469
	Transfer		421-4025-536.42-00	33	x			11/14/2017	17-469
	Transfer		421-4025-536.46-03	4,067	x			11/14/2017	17-469
	Transfer		421-4025-536.49-00	190	x			11/14/2017	17-469
	Transfer		421-4055-536.46-03	77	x			11/14/2017	17-469
11/7/2017	Transfer	BAF-UT-UT Other Negatives pg. 2 of 2 (11-14-17) Agenda 17-469	421-4125-536.12-00	(6,899)	x			11/14/2017	17-469
	Transfer		421-4120-536.52-00	38	x			11/14/2017	17-469
	Transfer		421-4120-536.46-03	378	x			11/14/2017	17-469
	Transfer		421-4125-536.42-00	221	x			11/14/2017	17-469
	Transfer		421-4125-536.43-00	1,452	x			11/14/2017	17-469
	Transfer		421-4125-536.49-00	128	x			11/14/2017	17-469

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/31/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 268,062)	421-4010-536.39-00		CONTINGENCY	$ 1,907,679	$ 998,359	$ 730,297	$ 729,859
($ 780)	421-1601-525.12-00		SALARIES & WAGES	$ 0	$ 780	$ 0	$ 0
($ 61)	421-1601-525.21-00		FICA TAXES	$ 0	$ 61	$ 0	$ 0
($ 94)	421-1601-525.22-00		RETIREMENT CONTRIBUTIONS	$ 0	$ 94	$ 0	$ 0
($ 54)	421-1601-525.23-00		LIFE/HEALTH INSURANCE	$ 0	$ 54	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 269,051)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 102,825	421-4011-525.12-00		SALARIES & WAGES	$ 0	$ 24,712	$ 127,537	$ 0
$ 91,289	421-4011-525.14-00		OVERTIME	$ 0	$ 53,692	$ 144,981	$ 0
$ 14,552	421-4011-525.21-00		FICA TAXES	$ 0	$ 5,850	$ 20,402	$ 0
$ 28,659	421-4011-525.22-00		RETIREMENT CONTRIBUTIONS	$ 0	$ 8,804	$ 37,463	$ 0
$ 28,127	421-4011-525.23-00		LIFE/HEALTH INSURANCE	$ 0	$ 9,076	$ 37,203	$ 0
$ 3,599	421-4011-525.24-00		WORKER'S COMPENSATION	$ 0	$ 1,892	$ 5,491	$ 0
$ 269,051	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the unexpected additional cost due to hurricane Irma and Matthew.
Agenda 17-469

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/14/17 *RESOLUTION #:* 2017-123

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.

11/3/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.11.03 09:23:17 -04'00')	11/3/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.11.03 10:43:14 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
11/3/17	Katherine Ennis (Digitally signed by Katherine Ennis)	11/8/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.11.08 10:49:36 -05'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/31/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 149)	001-3200-515.31-00		Professional Services	$ 145,000	$ 211,385	$ 211,236	$ 95,688
($ 39)	001-3290-574.52-00		Operating Supplies	$ 10,515	$ 12,615	$ 12,576	$ 2,444
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 188)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 149	001-3200-515.42-00		POSTAGE & FREIGHT	$ 7,000	$ 3,300	$ 3,449	$ 0
$ 39	001-3290-574.52-07		JANITORIAL SUPPLIES	$ 0	$ 0	$ 39	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 188	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the unexpected additional cost for the Postage & Freight, Other Charges & Obligations and Janitorial Supplies accounts.
Agenda 17-469

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/14/17 *RESOLUTION #:* 2017-123

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.

11/3/17	Nancy Bunt (Digitally signed by Nancy Bunt Date: 2017.11.03 15:27:13 -04'00')	11/6/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.11.06 09:02:29 -05'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
11/3/17	Karen Hamilton (Digitally signed by Karen Hamilton Date: 2017.11.03 17:46:25 -04'00')	11/8/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.11.08 10:45:46 -05'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/31/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 6,899)	421-4125-536.12-00		REGULAR SALARIES & WAGES	$ 770,374	$ 605,940	$ 599,041	$ 41,853
$ 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
($ 6,899)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 38	421-4120-536.52-00		OPERATING SUPPLIES	$ 208,400	$ 199,634	$ 199,672	$ 0
$ 378	421-4120-536.46-03		REPAIR/MAINT-VEHICLES	$ 8,725	$ 8,725	$ 9,103	$ 0
$ 221	421-4125-536.42-00		FREIGHT & POSTAGE SERVICE	$ 1,100	$ 1,100	$ 1,321	$ 0
$ 1,452	421-4125-536.43-00		ELECTRIC/WATER/SEWER	$ 74,820	$ 74,820	$ 76,272	$ 0
$ 128	421-4125-536.49-00		OTHER CHARGES & OBLIG.	$ 300	$ 345	$ 473	$ 0
$ 4,682	421-4125-536.52-30		FUEL OIL & LUBRICANTS	$ 24,180	$ 24,180	$ 28,862	$ 0
$ 6,899	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the unexpected additional cost for the Utilities Department; specifically the Water Reclamation and Sewer Field Operations Division.
Agenda 17-469

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/14/17 *RESOLUTION #:* 2017-123

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.

11/7/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.11.07 10:59:11 -05'00'	11/7/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.11.07 12:11:15 -05'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
11/7/17 John "Jack" Walsh Digitally signed by John "Jack" Walsh	11/8/17 Lora Howell Digitally signed by Lora Howell Date: 2017.11.08 10:39:44 -05'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/23/16 - IT

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/26/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 4,776)	001-1100-512.12-00		REGULAR SALARIES & WAGES	$ 386,097	$ 386,097	$ 381,321	$ 49,975
($ 1,091)	001-1103-516.12-00		REGULAR SALARIES & WAGES	$ 386,827	$ 436,893	$ 435,802	$ 18,165
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 5,867)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 4,776	001-1100-512.23-00		LIFE/HEALTH INSURANCE	$ 47,050	$ 47,050	$ 51,826	$ 0
$ 877	001-1103-516.12-12		ACCRUAL PAYOUTS	$ 0	$ 6,470	$ 7,347	$ 0
$ 214	001-1103-516.14-00		OVERTIME	$ 1,535	$ 1,535	$ 1,749	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 5,867	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the unexpected additional health cost due to changes in employee elections for the City Managers Office. As well as the unanticipated Overtime cost and Accrual Payouts for the Information Technology Division.
Agenda 17-469

CITY COUNCIL APPROVAL REQUIRED? *YES* ( ) *NO* (●) *DATE APPROVED:* 11/14/17 *RESOLUTION #:* 2017-123

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.

10/26/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.10.26 13:21:11 -04'00'	10/31/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.10.31 14:55:27 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
10/31/17 Matthew Fuhrer Digitally signed by Matthew Fuhrer DN: cn=Matthew Fuhrer, o=City of Cocoa, ou=City Manager's Office, email=mfuhrer@cocoafl.org Date: 2017.10.31 16:49:09 -04'00'	11/8/17 Lora Howell Digitally signed by Lora Howell Date: 2017.11.08 08:15:27 -05'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/26/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 1,000)	001-1000-511.11-00		EXECUTIVE SALARIES	$ 30,600	$ 30,600	$ 29,600	$ 0
($ 78)	001-1000-511.15-00		SPECIAL PAY	$ 25,200	$ 25,200	$ 25,122	$ 722
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 1,078)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 1,078	001-1000-511.23-00		LIFE/HEALTH INSURANCE	$ 9,637	$ 14,537	$ 15,615	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 1,078	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the unexpected additional health cost due to the replacement of a council member.
Agenda 17-469

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/14/17 *RESOLUTION #:* 2017-123

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.

10/26/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.10.26 13:21:11 -04'00'	10/31/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.10.31 14:52:56 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
10/31/17 Matthew Fuhrer Digitally signed by Matthew Fuhrer DN: cn=Matthew Fuhrer, o=City of Cocoa, ou=City Manager's Office, email=mfuhrer@cocoafl.org Date: 2017.10.31 15:57:54 -04'00'	11/8/17 Lora Howell Digitally signed by Lora Howell Date: 2017.11.08 08:14:44 -05'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/31/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 804)	423-3570-538.22-00		RETIREMENT CONTRIBUTIONS	$ 33,766	$ 33,766	$ 32,962	$ 2,330
($ 1,252)	423-3570-538.52-00		OPERATING SUPPLIES	$ 12,400	$ 15,516	$ 14,264	$ 2,975
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 2,056)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 804	423-1601-525.22-00		RETIREMENT CONTRIBUTIONS	$ 0	$ 595	$ 1,399	$ 0
$ 1,252	423-1601-525.52-00	ES17HI	OPERATING SUPPLIES	$ 0	$ 0	$ 1,252	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 2,056	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the unexpected additional cost due to hurricane Irma and Matthew.
Agenda 17-469

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 11/14/17 RESOLUTION #: 2017-123

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.

11/3/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.11.03 16:28:45 -04'00'	11/3/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.11.03 16:29:14 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
11/3/17 Everett J. Wegerif	11/8/17 Lora Howell Digitally signed by Lora Howell Date: 2017.11.08 09:18:56 -05'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/31/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 37,976)	421-4010-536.39-00		CONTINGENCY	$ 1,907,679	$ 731,286	$ 693,310	$ 960,383
($ 211,745)	421-4025-536.46-00	WS1201	REPAIRS & MAINTENANCE	$ 4,422,436	$ 4,337,312	$ 4,125,567	$ 733,939
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 249,721)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 42	421-4011-525.42-00	ES17HI	POSTAGE AND FREIGHT	$ 0	$ 16	$ 58	$ 0
$ 238,340	421-4011-525.46-00	ES17HI	REPAIRS & MAINTENANCE	$ 0	$ 33,255	$ 271,595	$ 0
$ 11,339	421-4011-525.52-00	ES17HI	OPERATING SUPPLIES	$ 0	$ 10,234	$ 21,573	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 249,721	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the unexpected additional cost due to hurricane Irma and Matthew.
Agenda 17-469

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/14/17 *RESOLUTION #:* 2017-123

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.

11/3/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.11.03 09:24:29 -04'00')	11/3/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.11.03 10:48:41 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
11/3/17	Katherine Ennis (Digitally signed by Katherine Ennis)	11/8/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.11.08 09:20:30 -05'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/31/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 196,549)	001-1600-513.39-00		CONTINGENCY	$ 325,000	$ 198,185	$ 1,636	$ 1,044
$ 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
($ 196,549)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 148,195	001-1601-525.12-00		SALARIES & WAGES	$ 0	$ 113,682	$ 261,877	$ 0
$ 15,035	001-1601-525.21-00		FICA TAXES	$ 0	$ 13,068	$ 28,103	$ 0
$ 136	001-1601-525.22-03		RETIREMENT CONTRIBUTIONS / ICMA	$ 0	$ 166	$ 302	$ 0
$ 25,997	001-1601-525.23-00		LIFE/HEALTH INSURANCE	$ 0	$ 22,797	$ 48,794	$ 0
$ 86	001-1601-525.42-00	ES17HI	POSTAGE AND FREIGHT	$ 0	$ 0	$ 86	$ 0
$ 7,100	001-1601-525.46-02	ES17HI	REPAIRS/MAINT - BUILDING	$ 0	$ 430	$ 7,530	$ 0
$ 196,549	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the unexpected additional cost due to hurricane Irma and Matthew.
Agenda 17-469

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 11/14/17 RESOLUTION #: 2017-123

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.

11/3/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.11.03 14:22:19 -04'00'	11/3/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.11.03 16:31:18 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
11/3/17	Anne Quesada Digitally signed by Anne Quesada Date: 2017.11.03 14:30:07 -04'00'	11/8/17	Lora Howell Digitally signed by Lora Howell Date: 2017.11.08 09:16:05 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/31/17

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 148,732	001-0000-389.99-50		FUND BAL-APPROP. RESERVES	$ 4,721,479	$ 7,073,380	$ 7,222,112	$ 7,222,112
$ 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
$ 148,732	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 46,634	001-1601-525.14-00		OVERTIME	$ 0	$ 56,277	$ 102,911	$ 0
$ 6,776	001-1601-525.22-00		RETIREMENT CONTRIBUTIONS	$ 0	$ 5,880	$ 12,656	$ 0
$ 38,702	001-1601-525.22-01		RETIREMENT; POLICE/FIRE	$ 0	$ 12,189	$ 50,891	$ 0
$ 2,141	001-1601-525.24-00		WORKER'S COMPENSATION	$ 0	$ 2,654	$ 4,795	$ 0
$ 11,168	001-1601-525.46-00	ES17HI	REPAIRS & MAINTENANCE	$ 0	$ 334	$ 11,502	$ 0
$ 43,311	001-1601-525.52-00	ES17HI	OPERATING SUPPLIES	$ 0	$ 31,347	$ 74,658	$ 0
$ 148,732	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the unexpected additional cost due to hurricane Irma and Mathew.
Agenda 17-469

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/14/17 *RESOLUTION #:* 2017-123

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.

11/3/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.11.03 14:22:36 -04'00'	11/3/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.11.03 16:30:34 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
11/3/17	Anne Quesada Digitally signed by Anne Quesada Date: 2017.11.03 14:54:58 -04'00'	11/8/17	Lora Howell Digitally signed by Lora Howell Date: 2017.11.08 09:17:41 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/31/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 11,420)	423-3570-538.39-00		CONTINGENCY	$ 116,827	$ 11,534	$ 114	$ 114
$ 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
($ 11,420)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 6,274	423-1601-525.12-00		SALARIES & WAGES	$ 0	$ 2,486	$ 8,760	$ 0
$ 2,679	423-1601-525.14-00		OVERTIME	$ 0	$ 3,996	$ 6,675	$ 0
$ 640	423-1601-525.21-00		FICA TAXES	$ 0	$ 477	$ 1,117	$ 0
$ 1,619	423-1601-525.23-00		LIFE/HEALTH INSURANCE	$ 0	$ 836	$ 2,455	$ 0
$ 208	423-1601-525.24-00		WORKER'S COMPENSATION	$ 0	$ 345	$ 553	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 11,420	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the unexpected additional cost due to hurricane Irma and Matthew.
Agenda 17-469

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 11/14/17 RESOLUTION #: 2017-123

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.

11/3/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.11.03 16:22:30 -04'00'	11/3/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.11.03 16:22:40 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
11/3/17	Everett J. Wegerif	11/8/17	Lora Howell Digitally signed by Lora Howell Date: 2017.11.08 08:47:18 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/31/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 19,551)	421-4125-536.12-00		REGULAR SALARIES & WAGES	$ 770,374	$ 605,940	$ 586,389	$ 48,619
$ 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
($ 19,551)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 39	421-4010-536.49-08		CASH OVER & UNDER	$ 300	$ 300	$ 339	$ 0
$ 15,145	421-4010-536.59-00		DEPRECIATION EXPENSE	$ 0	$ 0	$ 15,145	$ 0
$ 33	421-4025-536.42-00		FREIGHT & POSTAGE SERVICE	$ 2,700	$ 3,300	$ 3,333	$ 0
$ 4,067	421-4025-536.46-03		REPAIR/MAINT-VEHICLES	$ 91,585	$ 91,585	$ 95,652	$ 0
$ 190	421-4025-536.49-00		OTHER CHARGES & OBLIG.	$ 2,646	$ 2,646	$ 2,836	$ 0
$ 77	421-4055-536.46-03		REPAIR/MAINT-VEHICLES	$ 5,240	$ 5,240	$ 5,317	$ 0
$ 19,551	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the unexpected additional cost for the Utilities Department; specifically the Water Administration, Water Field Operations and Engineering Division.
Agenda 17-469

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/14/17 *RESOLUTION #:* 2017-123

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.

11/7/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.11.07 10:59:33 -05'00'	11/7/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.11.07 12:11:51 -05'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
11/7/17 John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2017.11.07 11:15:55 -05'00'	11/8/17 Lora Howell Digitally signed by Lora Howell Date: 2017.11.08 08:48:25 -05'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/23/16 - IT

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/26/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 6,927)	421-4010-536.12-00		REGULAR SALARIES & WAGES	$ 578,316	$ 578,197	$ 571,270	$ 32,588
($ 283)	421-4020-536.12-00		REGULAR SALARIES & WAGES	$ 1,978,405	$ 1,867,997	$ 1,867,714	$ 81,794
($ 7,307)	421-4055-536.12-00		REGULAR SALARIES & WAGES	$ 704,362	$ 703,465	$ 696,158	$ 265,429
($ 1,843)	421-4055-536.13-00		OTHER SALARIES & WAGES	$ 79,721	$ 79,721	$ 77,878	$ 11,974
($ 1,427)	421-4125-536.12-00		REGULAR SALARIES & WAGES	$ 770,374	$ 607,367	$ 605,940	$ 68,170
$ 0				$ 0	$ 0	$ 0	$ 0
($ 17,787)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 6,927	421-4010-536.13-00		OTHER SALARIES & WAGES	$ 0	$ 61,738	$ 68,665	$ 0
$ 283	421-4020-536.24-00		WORKER'S COMPENSATION	$ 109,279	$ 117,519	$ 117,802	$ 0
$ 5,438	421-4120-536.12-00		REGULAR SALARIES & WAGES	$ 768,143	$ 782,143	$ 787,581	$ 0
$ 1,843	421-4120-536.13-00		OTHER SALARIES & WAGES	$ 85,495	$ 89,495	$ 91,338	$ 0
$ 1,869	421-4120-536.14-00		OVERTIME	$ 50,221	$ 75,221	$ 77,090	$ 0
$ 1,427	421-4125-536.14-00		OVERTIME	$ 20,495	$ 41,202	$ 42,629	$ 0
$ 17,787	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the unanticipated additional Wages, Overtime and Workers Compensation for Utilities; specifically the Water Administration, Dyal Plant, Water Reclamation and Sewer Field Operations Divisions.
Agenda 17-469

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/14/17 *RESOLUTION #:* 2017-123

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.

10/26/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.10.26 13:21:11 -04'00'	10/31/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.10.31 09:28:32 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
10/31/17 John "Jack" Walsh Digitally signed by John "Jack" Walsh	11/8/17 Lora Howell Digitally signed by Lora Howell Date: 2017.11.08 08:49:29 -05'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/23/16 - IT

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/31/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 153)	001-3560-519.46-02		Repair/Maint Buildings	$ 246,857	$ 241,121	$ 240,968	$ 4,155
$ 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
($ 153)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 153	001-3580-519.52-00		OPERATING SUPPLIES	$ 650	$ 650	$ 803	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 153	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the unexpected additional cost for the Public Works Department; specifically the Capital Projects Management Divisions.
Agenda 17-469

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/14/17 *RESOLUTION #:* 2017-123

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.

11/1/17	Gary Palmer (Digitally signed by Gary Palmer)	11/1/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.11.01 16:50:41 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
11/1/17	Everett J. Wegerif	11/8/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.11.08 08:44:15 -05'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/31/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 5,784)	423-3570-538.52-00		OPERATING SUPPLIES	$ 12,400	$ 21,300	$ 15,516	$ 4,227
$ 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
($ 5,784)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 4,212	423-3570-538.49-07		BAD DEBT EXPENSE	$ 10,000	$ 10,000	$ 14,212	$ 0
$ 1,572	423-3570-538.52-30		FUEL OIL & LUBRICANTS	$ 19,252	$ 19,252	$ 20,824	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 5,784	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the unexpected additional cost for the Bad Debt Expense and Fuel accounts in the Stormwater Fund.
Agenda 17-469

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) | DATE APPROVED: 11/14/17 | RESOLUTION #: 2017-123

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.

11/2/17	Michael Giorgio Digitally signed by Michael Giorgio Date: 2017.11.02 08:28:36 -04'00'	11/2/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.11.02 11:34:26 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
11/2/17	Everett J. Wegerif Digitally signed by Everett J. Wegerif	11/8/17	Lora Howell Digitally signed by Lora Howell Date: 2017.11.08 08:44:52 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/26/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 5)	001-3500-519.12-00		REGULAR SALARIES & WAGES	$ 25,195	$ 25,195	$ 25,190	$ 4,238
($ 20,740)	001-3520-572.12-00		REGULAR SALARIES & WAGES	$ 399,627	$ 399,627	$ 378,887	$ 3,368
($ 2,259)	001-3540-519.12-00		REGULAR SALARIES & WAGES	$ 350,371	$ 335,961	$ 333,702	$ 24,406
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 23,004)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 5	001-3500-519.12-12		ACCRUAL PAYOUTS	$ 0	$ 0	$ 5	$ 0
$ 6,072	001-3520-572.12-12		ACCRUAL PAYOUTS	$ 0	$ 0	$ 6,072	$ 0
$ 13,871	001-3520-572.13-00		OTHER SALARIES & WAGES	$ 0	$ 0	$ 13,871	$ 0
$ 797	001-3520-572.22-00		RETIREMENT CONTRIBUTIONS	$ 32,046	$ 32,046	$ 32,843	$ 0
$ 1,172	001-3540-519.12-12		ACCRUAL PAYOUTS	$ 0	$ 0	$ 1,172	$ 0
$ 1,087	001-3540-519.23-00		LIFE/HEALTH INSURANCE	$ 65,602	$ 65,602	$ 66,689	$ 0
$ 23,004	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the unanticipated additional Overtime, Special Pay, Retirement Contributions and Accrual Payouts for the Public Works, Administration, Parks & Beautification, and Fleet Maintenance Divisions.
Agenda 17-469

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/14/17 *RESOLUTION #:* 2017-123

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.

10/26/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.10.26 13:21:11 -04'00')	10/31/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.10.31 09:20:06 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
10/31/17	Everett J. Wegerif	11/8/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.11.08 08:45:29 -05'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/26/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 5,478)	001-3560-519.12-00		REGULAR SALARIES & WAGES	$ 367,633	$ 367,633	$ 362,155	$ 33,741
$ 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
($ 5,478)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 341	001-3560-519.12-12		ACCRUAL PAYOUTS	$ 0	$ 0	$ 341	$ 0
$ 5,137	001-3560-519.13-00		OTHER SALARIES & WAGES	$ 0	$ 19,800	$ 24,937	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 5,478	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the unanticipated additional Wages and Accrual Payouts for the Public Works, Facility Management Divisions. Agenda 17-469

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 11/14/17 RESOLUTION #: 2017-123

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.

10/26/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.10.26 13:21:11 -04'00'	10/31/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.10.31 09:21:47 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
10/31/17	Everett J. Wegerif	11/8/17	Lora Howell Digitally signed by Lora Howell Date: 2017.11.08 08:59:08 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/26/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 551)	423-3570-538.12-00		REGULAR SALARIES & WAGES	$ 347,631	$ 347,631	$ 347,080	$ 40,423
$ 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
($ 551)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 411	423-3570-538.12-12		ACCRUAL PAYOUTS	$ 0	$ 1,321	$ 1,732	$ 0
$ 140	423-3570-538.14-00		OVERTIME	$ 1,600	$ 1,600	$ 1,740	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 551	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the unanticipated additional Overtime, and Accrual Payouts for the Stromwater Fund.
Agenda 17-469

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/14/17 *RESOLUTION #:* 2017-123

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.

10/26/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.10.26 13:21:11 -04'00')	10/31/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.10.31 09:23:31 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
10/31/17	Everett J. Wegerif	11/8/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.11.08 08:46:36 -05'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/23/16 - IT

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/31/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 1,203)	001-3510-541.46-00		REPAIR AND MAINTENANCE	$ 113,800	$ 158,800	$ 157,597	$ 1,953
($ 1,203)	001-3520-572.34-00		CONTRACT SERVICES	$ 114,994	$ 134,994	$ 133,791	$ 3,798
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 2,406)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 330	001-3500-519.46-00		REPAIRS & MAINTENANCE	$ 0	$ 0	$ 330	$ 0
$ 819	001-3510-541.46-02		REPAIR/MAINT BUILDING	$ 0	$ 0	$ 819	$ 0
$ 561	001-3520-572.43-00		ELECTRIC/WATER/SEWER	$ 7,000	$ 7,300	$ 7,861	$ 0
$ 298	001-3520-572.46-03		REPAIR/MAINT-VEHICLES	$ 17,284	$ 17,284	$ 17,582	$ 0
$ 150	001-3520-572.55-00		TRAINING	$ 1,000	$ 1,000	$ 1,150	$ 0
$ 248	001-3520-572.64-00		MACHINERY AND EQUIPMENT	$ 23,766	$ 84,752	$ 85,000	$ 0
$ 2,406	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the unexpected additional cost for the Public Works Department; specifically the Administration Transportation and the Parks & Beautification Divisions.
Agenda 17-469

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 11/14/17 RESOLUTION #: 2017-123

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.

11/2/17	Michael Giorgio Digitally signed by Michael Giorgio Date: 2017.11.02 08:44:58 -04'00'	11/2/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.11.02 11:37:48 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
11/2/17	Everett J. Wegerif Digitally signed by Everett J. Wegerif Date: 2017.11.02 08:51:03 -04'00'	11/8/17	Lora Howell Digitally signed by Lora Howell Date: 2017.11.08 08:42:34 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/31/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 1,602)	001-3560-519.46-02		Repair/Maint Buildings	$ 246,857	$ 244,657	$ 243,055	$ 4,308
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 1,602)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 647	001-3540-519.46-00		REPAIRS & MAINTENANCE	$ 18,400	$ 18,400	$ 19,047	$ 0
$ 36	001-3540-519.46-02		REPAIR/MAINT BUILDING	$ 0	$ 0	$ 36	$ 0
$ 326	001-3540-519.52-00		OPERATING SUPPLIES	$ 13,214	$ 13,214	$ 13,540	$ 0
$ 440	001-3560-519.52-00		OPERATING SUPPLIES	$ 7,782	$ 21,282	$ 21,722	$ 0
$ 153	001-3580-519.52-00		OPERATING SUPPLIES	$ 650	$ 650	$ 803	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 1,602	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the unexpected additional cost for the Public Works Department; specifically the Fleet Maintenance and the Facility Management Divisions.
Agenda 17-469

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 11/14/17 RESOLUTION #: 2017-123

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.

11/1/17	Gary Palmer (Digitally signed by Gary Palmer)	11/1/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.11.01 16:47:48 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
11/1/17	Everett J. Wegerif	11/8/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.11.08 08:43:05 -05'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 2100 | DATE PREPARED: 10/31/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 4,805)	001-2100-521.46-02		Law Enforcement/Repairs & Maint. Bldg	$ 0	$ 8,000	$ 3,195	$ 0
($ 648)	001-2100-521.47-00		Law Enforcement/Printing and Binding	$ 1,532	$ 1,532	$ 884	$ 0
($ 1,341)	001-2101-521.34-00		Law Enforcement/Contract Services	$ 28,684	$ 27,606	$ 26,265	$ 0
($ 940)	001-2101-521.46-00		Law Enforcement/Repairs & Maint. Equip.	$ 23,919	$ 23,919	$ 22,979	$ 1,727
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 7,734)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 1,952	001-2100-521.46-03		Law Enforcement/Repairs & Maint. Veh	$ 101,575	$ 105,324	$ 107,276	($ 1,952)
$ 5,782	001-2100-521.52-30		Law Enforcement/Fuel, Oil & Lubricants	$ 134,297	$ 126,297	$ 132,079	($ 5,782)
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 7,734	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This budget transfer is necessary to correct negatives in the repairs and maintenance of vehicles and fuel accounts for FY 2017. Agenda 17-469.

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 11/14/17 RESOLUTION #: 2017-123

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.

10/31/17 Susan Austin Digitally signed by Susan Austin Date: 2017.10.31 13:44:15 -04'00'	11/1/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.11.01 16:38:40 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
10/31/17 Michael Cantaloupe Digitally signed by Michael Cantaloupe Date: 2017.10.31 16:41:22 -04'00'	11/8/17 Lora Howell Digitally signed by Lora Howell Date: 2017.11.08 08:41:20 -05'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/23/16 - IT

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/31/17

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 120	001-0000-389.99-50		FUND BAL-APPROP. RESERVES	$ 4,721,479	$ 7,222,112	$ 7,222,232	$ 7,222,232
$ 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
$ 120	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 120	001-1600-513.46-03		REPAIRS & MAINTENANCE / VEHICLE	$ 1,905	$ 2,153	$ 2,273	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 120	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the unexpected additional costs incurred primarily related to the parade truck.
Agenda 17-469

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/14/17 *RESOLUTION #:* 2017-123

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.

11/3/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.11.03 14:22:36 -04'00')	11/8/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.11.08 09:01:02 -05'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
11/8/17	Anne Quesada (Digitally signed by Anne Quesada Date: 2017.11.08 09:29:11 -05'00')	11/8/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.11.08 09:01:18 -05'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/26/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 27,830)	001-2100-521.12-00		REGULAR SALARIES & WAGES	$ 3,267,068	$ 3,204,388	$ 3,176,558	$ 130,724
($ 639)	001-2132-524.12-00		REGULAR SALARIES & WAGES	$ 0	$ 144,042	$ 143,403	$ 9,697
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 28,469)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 16,164	001-2100-521.12-12		ACCRUAL PAYOUTS	$ 50,806	$ 71,916	$ 88,080	$ 0
$ 10,876	001-2100-521.14-00		OVERTIME	$ 133,358	$ 133,358	$ 144,234	$ 0
$ 790	001-2100-521.15-00		SPECIAL PAY	$ 103,798	$ 109,228	$ 110,018	$ 0
$ 39	001-2132-524.14-00		OVERTIME	$ 0	$ 30	$ 69	$ 0
$ 600	001-2132-524.27-00		CAFETERIA PLAN	$ 0	$ 7,800	$ 8,400	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 28,469	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the unanticipated additional Overtime, Special Pay and Accrual Payouts for the Police Department. As well as the unexpected Overtime and Non-Union benefit for the Code Enforcement Division.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/14/17 *RESOLUTION #:* 2017-123

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.

10/26/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.10.26 13:21:11 -04'00'	11/1/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.11.01 16:44:49 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
10/31/17 Michael Cantaloupe Digitally signed by Michael Cantaloupe Date: 2017.10.31 16:43:40 -04'00'	11/8/17 Lora Howell Digitally signed by Lora Howell Date: 2017.11.08 08:40:44 -05'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/23/16 - IT

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/26/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 162)	001-1801-513.12-00		REGULAR SALARIES & WAGES	$ 332,106	$ 327,587	$ 327,425	$ 22,335
($ 3)	001-1805-513.12-00		REGULAR SALARIES & WAGES	$ 134,553	$ 134,553	$ 134,550	$ 5,527
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 165)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 162	001-1801-513.12-12		ACCRUAL PAYOUTS	$ 0	$ 1,819	$ 1,981	$ 0
$ 3	001-1805-513.14-00		OVERTIME	$ 0	$ 0	$ 3	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 165	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the unanticipated additional Overtime and Accrual Payouts for the Administrative Services Department.
Agenda 17-469

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/14/17 *RESOLUTION #:* 2017-123

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.

10/26/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.10.26 13:21:11 -04'00')	11/2/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.11.02 11:40:37 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
11/2/17	Tammy Gemmati (Digitally signed by Tammy Gemmati)	11/8/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.11.08 08:14:05 -05'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/31/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 143)	001-1103-516.46-00		REPAIRS & MAINTENANCE	$ 264,400	$ 224,448	$ 224,305	$ 25,143
$ 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
($ 143)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 61	001-1100-512.52-00		OPERATING SUPPLIES	$ 1,000	$ 1,000	$ 1,061	$ 0
$ 59	001-1103-516.42-00		POSTAGE & FREIGHT	$ 750	$ 950	$ 1,009	$ 0
$ 23	001-1103-516.46-03		REPAIR/MAINT-VEHICLES	$ 0	$ 0	$ 23	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 143	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the unexpected additional cost in the Operating Supplies, Postage & Freight and Vehicle Repair / Maintenance accounts.
Agenda 17-469

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/14/17 *RESOLUTION #:* 2017-123

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.

10/31/17	Matthew Fuhrer	11/1/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.11.01 16:33:24 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
10/31/17	Matthew Fuhrer	11/8/17	Lora Howell Digitally signed by Lora Howell Date: 2017.11.08 08:16:00 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/26/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 6,194)	001-3200-515.12-00		REGULAR SALARIES & WAGES	$ 689,854	$ 451,913	$ 445,719	$ 19,347
($ 2,341)	001-3290-574.22-01		RETIREMENT CONTRIBUTIONS	$ 6,582	$ 6,582	$ 4,241	$ 1,223
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 8,535)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 6,127	001-3200-515.12-12		ACCRUAL PAYOUTS	$ 0	$ 30,075	$ 36,202	$ 0
$ 67	001-3200-515.14-00		OVERTIME	$ 0	$ 295	$ 362	$ 0
$ 109	001-3290-574.14-00		OVERTIME	$ 0	$ 258	$ 367	$ 0
$ 2,115	001-3290-574.15-00		SPECIAL PAY	$ 18,300	$ 26,425	$ 28,540	$ 0
$ 9	001-3290-574.22-00		RETIREMENT CONTRIBUTIONS	$ 13,044	$ 13,044	$ 13,053	$ 0
$ 108	001-3290-574.24-00		WORKER'S COMPENSATION	$ 4,841	$ 5,616	$ 5,724	$ 0
$ 8,535	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the unanticipated additional Overtime, Special Pay, Retirement Contributions and Accrual Payouts for the Community Services Department and Leisure Services Division.

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* _____ *RESOLUTION #:* 2017-123

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.

10/26/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.10.26 13:21:11 -04'00')	11/6/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.11.06 11:35:23 -05'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
11/6/17	Karen Hamilton (Digitally signed by Karen Hamilton Date: 2017.11.06 10:07:48 -05'00')	11/8/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.11.08 08:16:37 -05'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/26/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 39,938)	001-2201-522.12-00		REGULAR SALARIES & WAGES	$ 1,987,007	$ 1,964,410	$ 1,924,472	$ 46,547
$ 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
($ 39,938)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 73	001-2201-522.12-12		ACCRUAL PAYOUTS	$ 0	$ 22,597	$ 22,670	$ 0
$ 22,521	001-2201-522.13-00		OTHER SALARIES & WAGES	$ 181,388	$ 160,188	$ 182,709	$ 0
$ 11,406	001-2201-522.14-00		OVERTIME	$ 91,186	$ 179,718	$ 191,124	$ 0
$ 5,938	001-2201-522.15-00		SPECIAL PAY	$ 182,139	$ 187,339	$ 193,277	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 39,938	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the unanticipated additional Wages, Overtime, Special Pay, Retirement Contributions and Accrual Payouts for the Fire Department.
Agenda 17-469

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/14/17 *RESOLUTION #:* 2017-123

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.

10/26/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.10.26 13:21:11 -04'00')	10/31/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.10.31 09:25:14 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
10/31/17	Gene Prince (Digitally signed by Gene Prince)	11/8/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.11.08 08:17:42 -05'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/31/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 3,652)	001-2201-522.46-00		Repairs and Maintenance	$ 32,545	$ 28,868	$ 25,216	$ 9,050
$ 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
($ 3,652)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 421	001-2201-522.43-00		ELECTRIC/WATER/SEWER	$ 25,758	$ 25,758	$ 26,179	$ 0
$ 3,231	001-2201-522.46-03		REPAIR/MAINT-VEHICLES	$ 41,800	$ 43,114	$ 46,345	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 3,652	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the unexpected additional cost for the Electric / Water / Sewer, Vehicle Repair / Maintenance accounts.
Agenda 17-469

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/14/17 *RESOLUTION #:* 2017-123

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.

11/6/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.11.06 11:42:34 -05'00')	11/6/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.11.06 11:42:48 -05'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
11/6/17	Gene Prince (Digitally signed by Gene Prince)	11/8/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.11.08 08:18:21 -05'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/26/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 4,851)	421-1515-536.12-00		REGULAR SALARIES & WAGES	$ 833,256	$ 831,763	$ 826,912	$ 53,828
$ 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
($ 4,851)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 1,765	421-1515-536.14-00		OVERTIME	$ 4,337	$ 5,337	$ 7,102	$ 0
$ 110	421-1515-536.20-00		CLOTHING/SHOE ALLOWANCE	$ 2,310	$ 2,475	$ 2,585	$ 0
$ 2,976	421-1515-536.24-00		WORKER'S COMPENSATION	$ 48,135	$ 48,135	$ 51,111	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 4,851	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the unanticipated additional Overtime, Clothing/Shoe Allowance and Worker's Compensation for the Finance, Field Services Divisions.
Agenda 17-469

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/14/17 *RESOLUTION #:* 2017-123

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.

10/26/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.10.26 13:21:11 -04'00'	10/31/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.10.31 14:40:04 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
10/31/17 Teri Butler Digitally signed by Teri Butler Date: 2017.10.31 11:12:16 -04'00'	11/8/17 Lora Howell Digitally signed by Lora Howell Date: 2017.11.08 08:18:54 -05'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/23/16 - IT

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/31/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 80)	001-1805-513.47-00		Printing and Binding	$ 1,585	$ 1,585	$ 1,505	$ 1,158
$ 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
($ 80)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 80	001-1805-513.55-00		TRAINING	$ 1,100	$ 600	$ 680	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 80	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the unexpected additional cost for Training.
Agenda 17-469

City COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 11/14/17 RESOLUTION #: 2017-123

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.

11/2/17 Tammy Gemmati Digitally signed by Tammy Gemmati DN: cn=Tammy Gemmati, o, ou=Administrative Services Director, email=tammy.gemmati@cocoafl.org, c=US Date: 2017.11.02 10:10:44 -04'00'	11/2/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.11.02 11:46:17 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
11/2/17 Tammy Gemmati Digitally signed by Tammy Gemmati DN: cn=Tammy Gemmati, o, ou=Administrative Services Director, email=tammy.gemmati@cocoafl.org, c=US Date: 2017.11.02 10:10:44 -04'00'	11/8/17 Lora Howell Digitally signed by Lora Howell Date: 2017.11.08 08:13:11 -05'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/23/16 - IT

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/26/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 264)	001-1510-536.12-00		REGULAR SALARIES & WAGES	$ 761,541	$ 710,707	$ 710,443	$ 43,844
$ 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
($ 264)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 156	001-1510-536.12-12		ACCRUAL PAYOUTS	$ 5,187	$ 26,080	$ 26,236	$ 0
$ 108	001-1510-536.13-00		OTHER SALARIES & WAGES	$ 0	$ 25,941	$ 26,049	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 264	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the unanticipated additional wages and Accrual Payouts for the Finance Utility Accounting Division.
Agenda 17-469

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/14/17 *RESOLUTION #:* 2017-123

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.

10/26/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.10.26 13:21:11 -04'00'	10/31/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.10.31 14:44:19 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
10/31/17 Teri Butler Digitally signed by Teri Butler Date: 2017.10.31 11:10:46 -04'00'	11/8/17 Lora Howell Digitally signed by Lora Howell Date: 2017.11.08 08:25:02 -05'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/23/16 - IT

Legislation Details (With Text)

File #:	17-472	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	10/31/2017			**In control:**	City Council
On agenda:	11/14/2017			**Final action:**	
Title:	Approve a sole source purchase of Nine (9) 2017/2018 Nissan Frontier trucks from East Florida Motor Sales d/b/a Mike Erdman Nissan. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	ALAN JAY _Quote FSA.pdf ALAN JAY Quote NJPA.pdf BECK NISSAN Quote Sheet TALLA.pdf Melbourne Nissan quote.pdf MIKE ERDMAN Quote.pdf PAT FISHER Quote.pdf solesourceresolution mike erdman.doc				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 31, 2017
Agenda Date: November 14, 2017
Prepared By: Tony Jones, Fleet Manager
Through: Everett Wegerif P.E., Public Works Director
Requested Action:
To approve a sole source purchase of Nine (9) 2017/2018 Nissan Frontier trucks from East Florida Motor Sales d/b/a Mike Erdman Nissan.

BACKGROUND:

The Utility Customer Service Meter Reading Division has sufficient funds budgeted to replace nine (9) of its aging 2004 - 2008 Ford Ranger vehicles. The vehicle of choice for these replacement vehicles is the Nissan Frontier. Fleet Division staff put together a specification package for the vehicles and obtained quotes from the awarded dealerships of several large cooperative purchase agreements that may be replicated such as: Florida Sheriff's Association, NJPA, State of Florida, and City of Tallahassee. Fleet was approached several months ago by representatives of Mike Erdman Nissan with the desire for the City to purchase vehicles from them as they are a local dealership and claimed they can sell the vehicles to the City at or below any contract pricing. The representative was told that the City had strict purchasing guidelines that required a sealed bid for a purchase over the City's formal bid threshold. Mike Erdman Nissan provided a quote on the same specifications for Nissan Frontiers that the City was considering and stated that they had all nine vehicles available at

their Dealership for immediately delivery. A price check was requested from other local dealers and it was determined that the Mike Erdman Nissan quote was slightly lower than the other options and no other dealers had nine vehicles in stock. Staff is requesting direction from Council whether a purchase made from Mike Erdman Nissan would be a departure from the normal purchasing policy. There are three options to consider:

1. Replicate the bid from the lowest vehicle cooperative purchasing contract
2. Prepare a sealed bid package and allow all dealers to provide their best price
3. Approve the waiver of competitive bidding to make a sole source purchase from Mike Erdman Nissan based on availability

Below is a comparison of the four purchasing contracts that can be replicated, the Mike Erdman Nissan quote, and the three local Nissan Dealers' pricing and delivery schedules. Prices are based on the base vehicle with no options. It may be noted that the vehicles with longer lead times will be titled as 2018 models and the vehicles already in stock are 2017 models. The vehicles are identical, making no difference to the City, as vehicles are used until they are no longer economical to repair.

The nine vehicles that will be replaced are nearing the end of their useful lives with 103,000 to 150,000 miles. It is advantageous to retire these vehicles as soon as possible to reduce downtime and repairs. One vehicle will be "passed down" to another department whose Ford Ranger has just broken down and is uneconomical to repair. Mike Erdman Nissan has a short delivery time that other vendors contacted cannot match, providing justification for a sole source purchase.

- Mike Erdman Nissan, Cocoa / Merritt Island - $16,898 each, $152,082 (1-2 days)
- Pat Fisher Nissan, Titusville - $16,955 each, $152,595 (60-90 days)
- FSA Contract, Alan Jay Nissan Sebring - $17,146 each, $154,314 (90-120 days)
- Tallahassee Contract, Beck Nissan Palatka - $17,428 each, $156,852 (90-120 days
- NJPA Contract, Alan Jay Nissan Sebring - $17,463 each, $157,167 (90-120 days)
- State of Florida, Roundtree Moore Nissan - $18,100 each, $162,900 (90-120 days)
- Melbourne Nissan, Melbourne - $19,893 each, $179,037 (90-120 days

STRATEGIC PLAN CONNECTION:

Replacing vehicles on a routine basis provides a fleet with less downtime, improved employee efficiency and additional vehicle safety features.

BUDGETARY IMPACT:

Budgeted Yes

421-1515-536.64-00 Capital machinery and equipment - $152,082

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

To approve a sole source purchase of Nine (9) 2017/2018 Nissan Frontier trucks from East Florida Motor Sales d/b/a Mike Erdman Nissan.

ALAN JAY FLEET SALES

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT		WWW.ALANJAY.COM	**12448-3**
Corporate Office	**2003 U.S. 27 South** **Sebring, FL 33870**	**MOBILE 904-838-4999** **FAX 863-402-4221**		**Mailing Address**	**P.O. BOX 9200** **Sebring, FL 33871-9200**

ORIGINAL QUOTE DATE
10/18/2017

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/18/2017

REQUESTING AGENCY **COCOA, CITY OF**
CONTACT PERSON **TONY JONES** **EMAIL** TJONES@COCOAFL.ORG
PHONE **321-433-8766** MOBILE FAX **321-433-8768**

FLORIDA SHERIFF'S ASSOCIATION BID #'s FSA17-VEL25.0 & FSA17-VEH15.0 www.flsheriffs.org

MODEL 31118
2018 NISSAN FRONTIER KING CAB 2WD P/U

SPECIFICATION # 42
PAGE # 1338
BASE DISTRICT PRICE $16,898.00

CUSTOMER ID

BED LENGTH 6

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
QAK	GLACIER WHITE EXTERIOR	$0.00
W	Interior Color: Steel, Cloth Seat Trim	$0.00
2.5L	ENGINE 2.5L DOHC I4 (4 cylinder)	$0.00
	FACTORY OPTIONS	**$0.00**

CONTRACT OPTIONS	DESCRIPTION	
NEW-TAG	NEW CITY TAG (Includes temp tag & two way overnight shipping for signature).	$248.33
ATB-LP-18	Dealer Provided HD Aluminum Diamond Plate Low Pro Tool Box 18" Depth.	$469.00
ST-256TSL-CA	STAR Beacon LED with Amber lens and Amber LED lights.	$203.00
4K	DEALER PROVIDED THIRD AND FOURTH KEYS (NO REMOTES)	$150.00
	CONTRACT OPTIONS	**$1,070.33**

TRADE IN

TOTAL COST **$17,968.33**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ $0.00

TOTAL COST LESS TRADE IN(S) **QTY** **8** **$143,746.64**

Estimated Monthly payments for 60 months paid in advance: $329.81 Extended: $2,638.52
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY **CHRISTY SELF** **GOVERNMENT ACCOUNT MANAGER** christy.self@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

[Fleet] 2018 Nissan Frontier (31118) King Cab 4x2 S Auto (2)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2018 Nissan Frontier (31118) King Cab 4x2 S Auto (2) MSRP:$22,410.00

Interior:No color has been selected.

Exterior 1:Glacier White

Exterior 2:No color has been selected.

OPTIONS

CODE	MODEL	MSRP
31118	[Fleet] 2018 Nissan Frontier (31118) King Cab 4x2 S Auto (2)	$22,410.00
	OPTIONS	
QAK	Glacier White	$0.00
W	Steel, Cloth Seat Trim	$0.00
	SUBTOTAL	**$22,410.00**
	Adjustments Total	$0.00
	Destination Charge	$975.00
	TOTAL PRICE	**$23,385.00**

FUEL ECONOMY

Est City:17 (Est) MPG

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 3969. Data Updated: Oct 16, 2017 9:02:00 PM PDT.

Est Highway:22 (Est) MPG

Est Highway Cruising Range:464.20 mi

Standard Equipment

Mechanical	
	Engine: 2.5L DOHC I4
	Transmission: 5-Speed Automatic w/OD -inc: Cruise Control, Radio Data System, Steering Wheel Audio Controls, Overhead Console w/Sunglasses Holder, Front Map Lamps (2), Auxiliary Audio Input Jack, Manual Air Conditioning Push type, Illuminated Steering Wheel Controls
	Rear-Wheel Drive
	3.692 Axle Ratio
	550CCA Maintenance-Free Battery w/Run Down Protection
	110 Amp Alternator
	GVWR: 4,700 lbs
	Gas-Pressurized Shock Absorbers
	Front Anti-Roll Bar
	Hydraulic Power-Assist Speed-Sensing Steering
	21.1 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Double Wishbone Front Suspension w/Coil Springs
	Leaf Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs
	Brake Actuated Limited Slip Differential
Exterior	
	Regular Box Style
	Wheels w/Silver Accents w/Hub Covers
	Wheels: 15" Styled Steel
	Tires: P235/75R15 BSW AS -inc: General Grabber
	Steel Spare Wheel
	Full-Size Spare Tire Stored Underbody w/Crankdown
	Clearcoat Paint
	Black Front Bumper w/Colored Rub Strip/Fascia Accent
	Body-Colored Rear Step Bumper

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 3969. Data Updated: Oct 16, 2017 9:02:00 PM PDT.

[Fleet] 2018 Nissan Frontier (31118) King Cab 4x2 S Auto (2)

Exterior	
	Black Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim
	Black Door Handles
	Black Power Side Mirrors w/Manual Folding
	Fixed Rear Window
	Deep Tinted Glass
	Variable Intermittent Wipers
	Fully Galvanized Steel Panels
	Chrome Grille
	Reverse Opening Rear Doors
	Tailgate Rear Cargo Access
	Manual Tailgate/Rear Door Lock
	Aero-Composite Halogen Headlamps
	Cargo Lamp w/High Mount Stop Light
Entertainment	
	Radio w/Clock and External Memory Control
	Radio: AM/FM/CD w/Aux -inc: Bluetooth hands-free phone system, 5.0" color display, USB connection port for iPod interface and other compatible devices, streaming audio via Bluetooth, and Siri Eyes Free
	Fixed Antenna
	4 Speakers
	1 LCD Monitor In The Front
Interior	
	50-50 Folding Jump Front Facing Fold-Up Cushion Rear Seat
	Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer and Trip Odometer
	Fixed Rear Windows
	Front Bucket Seats -inc: 4-way adjustable
	Front Cupholder
	Rear Cupholder
	Manual Air Conditioning -inc: Push type
	HVAC -inc: Underseat Ducts
	Illuminated Locking Glove Box
	Driver Foot Rest

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 3969. Data Updated: Oct 16, 2017 9:02:00 PM PDT.

[Fleet] 2018 Nissan Frontier (31118) King Cab 4x2 S Auto (2)

Interior	
	Interior Trim -inc: Metal-Look Instrument Panel Insert and Chrome Interior Accents
	Full Cloth Headliner
	Urethane Gear Shift Knob
	Cloth Seat Trim
	Day-Night Rearview Mirror
	Full Floor Console w/Covered Storage and 2 12V DC Power Outlets
	Fade-To-Off Interior Lighting
	Full Carpet Floor Covering
	Pickup Cargo Box Lights
	Instrument Panel Covered Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage
	Power 1st Row Windows w/Driver 1-Touch Down
	Delayed Accessory Power
	Power Door Locks w/Autolock Feature
	Analog Display
	Manual Anti-Whiplash Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
	Front Center Armrest
	2 12V DC Power Outlets
Safety-Mechanical	
	Electronic Stability Control (ESC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Curtain 1st And 2nd Row Airbags
	Airbag Occupancy Sensor
	Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 3969. Data Updated: Oct 16, 2017 9:02:00 PM PDT.

Safety-Interior

Back-Up Camera

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 3
Roadside Assistance Miles/km: 36,000

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 3969. Data Updated: Oct 16, 2017 9:02:00 PM PDT.

ALAN JAY FLEET SALES

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

NJPA National Joint Powers Alliance®

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT		WWW.ALANJAY.COM	12415-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999 FAX 863-402-4221		Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200

ORIGINAL QUOTE DATE
10/17/2017

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/17/2017

REQUESTING AGENCY **COCOA, CITY OF**
CONTACT PERSON **TONY JONES** EMAIL TJONES@COCOAFL.ORG
PHONE **321-433-8766** MOBILE FAX **321-433-8768**

NATIONAL JOINT POWERS ALLIANCE CONTRACT # 2018-120716-NAF www.NationalAutoFleetGroup.com

MODEL 31118 **MSRP** $22,410.00

2018 NISSAN FRONTIER KING CAB 2WD P/U

CUSTOMER ID **NJPA PRICE** $17,215.00

BED LENGTH 6

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
QAK	GLACIER WHITE EXTERIOR	$0.00
W	Interior Color: Steel, Cloth Seat Trim	$0.00
2.5L	ENGINE 2.5L DOHC I4 (4 cylinder)	$0.00
	FACTORY OPTIONS	**$0.00**

CONTRACT OPTIONS	DESCRIPTION	
NEW-TAG	NEW CITY TAG (Includes temp tag & two way overnight shipping for signature).	$248.33
ATB-LP-18	Dealer Provided HD Aluminum Diamond Plate Low Pro Tool Box 18" Depth.	$405.00
W-VERTEX	WHELEN VERTEX 4 CORNER LED KIT	$555.00
3KR	DEALER PROVIDED AND PROGRAMMED 3RD KEY WITH REMOTE.	$275.00
3KR	DEALER PROVIDED AND PROGRAMMED 3RD KEY WITH REMOTE.	$275.00
	CONTRACT OPTIONS	**$1,758.33**

TRADE IN **TOTAL COST** **$18,973.33**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ $0.00

TOTAL COST LESS TRADE IN(S) **QTY** **8** **$151,786.64**

Estimated Monthly payments for 60 months paid in advance: $348.26 Extended: $2,786.10
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY **CHRISTY SELF** **GOVERNMENT ACCOUNT MANAGER** christy.self@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

[Fleet] 2018 Nissan Frontier (31118) King Cab 4x2 S Auto (2)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2018 Nissan Frontier (31118) King Cab 4x2 S Auto (2) MSRP:$22,410.00

Interior:No color has been selected.

Exterior 1:Glacier White

Exterior 2:No color has been selected.

OPTIONS

CODE	MODEL	MSRP
31118	[Fleet] 2018 Nissan Frontier (31118) King Cab 4x2 S Auto (2)	$22,410.00
	OPTIONS	
QAK	Glacier White	$0.00
W	Steel, Cloth Seat Trim	$0.00
	SUBTOTAL	**$22,410.00**
	Adjustments Total	$0.00
	Destination Charge	$975.00
	TOTAL PRICE	**$23,385.00**

FUEL ECONOMY

Est City:17 (Est) MPG

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 3969. Data Updated: Oct 16, 2017 9:02:00 PM PDT.

Est Highway:22 (Est) MPG

Est Highway Cruising Range:464.20 mi

Standard Equipment

Mechanical	
	Engine: 2.5L DOHC I4
	Transmission: 5-Speed Automatic w/OD -inc: Cruise Control, Radio Data System, Steering Wheel Audio Controls, Overhead Console w/Sunglasses Holder, Front Map Lamps (2), Auxiliary Audio Input Jack, Manual Air Conditioning Push type, Illuminated Steering Wheel Controls
	Rear-Wheel Drive
	3.692 Axle Ratio
	550CCA Maintenance-Free Battery w/Run Down Protection
	110 Amp Alternator
	GVWR: 4,700 lbs
	Gas-Pressurized Shock Absorbers
	Front Anti-Roll Bar
	Hydraulic Power-Assist Speed-Sensing Steering
	21.1 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Double Wishbone Front Suspension w/Coil Springs
	Leaf Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs
	Brake Actuated Limited Slip Differential
Exterior	
	Regular Box Style
	Wheels w/Silver Accents w/Hub Covers
	Wheels: 15" Styled Steel
	Tires: P235/75R15 BSW AS -inc: General Grabber
	Steel Spare Wheel
	Full-Size Spare Tire Stored Underbody w/Crankdown
	Clearcoat Paint
	Black Front Bumper w/Colored Rub Strip/Fascia Accent
	Body-Colored Rear Step Bumper

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 3969. Data Updated: Oct 16, 2017 9:02:00 PM PDT.

[Fleet] 2018 Nissan Frontier (31118) King Cab 4x2 S Auto (2)

Exterior	
	Black Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim
	Black Door Handles
	Black Power Side Mirrors w/Manual Folding
	Fixed Rear Window
	Deep Tinted Glass
	Variable Intermittent Wipers
	Fully Galvanized Steel Panels
	Chrome Grille
	Reverse Opening Rear Doors
	Tailgate Rear Cargo Access
	Manual Tailgate/Rear Door Lock
	Aero-Composite Halogen Headlamps
	Cargo Lamp w/High Mount Stop Light
Entertainment	
	Radio w/Clock and External Memory Control
	Radio: AM/FM/CD w/Aux -inc: Bluetooth hands-free phone system, 5.0" color display, USB connection port for iPod interface and other compatible devices, streaming audio via Bluetooth, and Siri Eyes Free
	Fixed Antenna
	4 Speakers
	1 LCD Monitor In The Front
Interior	
	50-50 Folding Jump Front Facing Fold-Up Cushion Rear Seat
	Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer and Trip Odometer
	Fixed Rear Windows
	Front Bucket Seats -inc: 4-way adjustable
	Front Cupholder
	Rear Cupholder
	Manual Air Conditioning -inc: Push type
	HVAC -inc: Underseat Ducts
	Illuminated Locking Glove Box
	Driver Foot Rest

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 3969. Data Updated: Oct 16, 2017 9:02:00 PM PDT.

[Fleet] 2018 Nissan Frontier (31118) King Cab 4x2 S Auto (2)

Interior	
	Interior Trim -inc: Metal-Look Instrument Panel Insert and Chrome Interior Accents
	Full Cloth Headliner
	Urethane Gear Shift Knob
	Cloth Seat Trim
	Day-Night Rearview Mirror
	Full Floor Console w/Covered Storage and 2 12V DC Power Outlets
	Fade-To-Off Interior Lighting
	Full Carpet Floor Covering
	Pickup Cargo Box Lights
	Instrument Panel Covered Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage
	Power 1st Row Windows w/Driver 1-Touch Down
	Delayed Accessory Power
	Power Door Locks w/Autolock Feature
	Analog Display
	Manual Anti-Whiplash Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
	Front Center Armrest
	2 12V DC Power Outlets
Safety-Mechanical	
	Electronic Stability Control (ESC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Curtain 1st And 2nd Row Airbags
	Airbag Occupancy Sensor
	Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 3969. Data Updated: Oct 16, 2017 9:02:00 PM PDT.

Safety-Interior

Back-Up Camera

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 3
Roadside Assistance Miles/km: 36,000

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 3969. Data Updated: Oct 16, 2017 9:02:00 PM PDT.

QUOTE

BECK AUTO GROUP

436 Hwy 17, Palatka, FL 32217

DATE: November 1, 2017

To: Tony Jones
City of Cocoa

Tallahassee Vehicle Contract #3921

CITY OF TALLAHASSEE VEHICLE CONTRACT #3921	AMOUNT
2018 Nissan Frontier King Cab Pickup Truck, 4x2, 4 Cylinder	**$ 21,002.00**
Subtotal	**$ 21,002.00**
AFTERMARKET	
Aluminum Tool Box, 20", Back of Cab	$ 270.00
	$ 21,272.00
PRICE CONCESSION	$ (4,250.00)
TALLAHASSEE PIGGY BACK FEE	$ 100.00
Contract negotiated dealer Markup	$ 425.44
PURCHASE PRICE FOR VEHCILE	**$ 17,547.44**
Freight	***$ 150.00***
SUBTOTAL	**$ 17,697.44**
TAX RATE	
SALES TAX	-
OTHER	
TOTAL	**$ 17,697.44**

Customers Approval for above work:_____

THANK YOU FOR YOUR BUSINESS!

Tony Jones

From: dmahoney@nissanofmelbourne.net
Sent: Wednesday, November 01, 2017 8:50 AM
To: Tony Jones
Subject: Email from dmahoney@nissanofmelbourne.net

Tony ,

2017 Frontier S model I-4 King Cab priced @ 19,893.00+++. This number was based on Stock #77120 If you go to www.nissanofmelbourne.com to view the truck . THANK YOU FOR YOUR INQUIRY.

MIKE ERDMAN NISSAN Cadillac

Proposal prepared for:

CITY OF COCOA

CITY INCLUSIVE, FL

VEHICLE	
Vehicle:	New 2018 NISSAN FRONTIER 2WD 31118 King Cab S AT
Stock No:	40046
VIN:	1N6BD0CT5JN705820
Mileage:	0

Date: 10/25/2017 Valid Until: 10/25/2017

NO TRADE-IN	PURCHASE OPTION	
	Retail Price	$24,080.00
	Preferred Customer Discount	$5,675.50
	Selling Price	**$18,404.50**
	Rebate	$2,500.00
	Tax	$0.00
	Fees	$993.50
	Due On Delivery	**$16,898.00**

CITY OF COCOA Acceptance _____

Dealer Signature _____

* Retail payments are an estimate and may vary among lending institutions. Tax rules may vary per state. The final terms of your loan may differ depending on the actual terms of the financial institution's acceptance and are negotiable. Retail Net Sales Price is based on 0 down payment. ALL FIGURES AND PAYMENTS ARE W.A.C AND BASED ON LENDER APPROVAL.

* 1st. Payment, security deposit, tax on down payment, license, title and documentation due at delivery. ALL FIGURES AND PAYMENTS ARE W.A.C AND BASED ON LENDER APPROVAL.

Vehicle Inventory Detail

Close

VIN: **1N6BD0CT5JN705820**	Model Year: **2018**
Stock Number: **40046**	Model Code: **31118**
Model Line: **FRONTIER**	Trim Desc: **S AUTO**
Model Description: **FRT 4X2 S I4 KC**	
MSO Description: **FRONTIER KC 4X2 S A/T**	
Exterior: **GLACIER WHITE**	Interior: **STEEL**

Order #: **GV26070**	Production Month: **201709**
Original ETA: **OCT01-OCT07**	Current ETA: **OCT03-OCT09**
Ship Date:	
Vehicle Status: **INVOICED/BILLED**	Location Status: **DLR-INV**
Trade From:	Trade Date:
Lot Location:	

MSRP(BASE PRICE) **$24,080**	Dealer Invoice: **$23,547**
Additions: **$0**	
Dealer Price: **$24,080**	

Dealer Status: **Vehicle is in stock**	Customer Name:
Sales Status :	Deal Date:

Invoice Number: **622809**	Wholesale Date: **09/25/2017**	
	MSRP	**Inv**
BASE PRICE	$22,410	$21,642
50S 50 STATE EMISSION	$0	$0
FLO FLOOR MATS	$150	$123
LN2 UNDER RAIL BED LI	$355	$271
SGD SPLASH GUARDS	$190	$148
SUBTOTAL:	$23,105	$22,184
DESTINATION AND HANDLING CHARGE	$975	$975
WARRANTY SUPPLEMENTAL EXPENSE CHARGE		$0
MARKETING ASSESSMENT		$388
TOTAL:	$24,080	$23,547

HB: $212

Dealer: MIKE ERDMAN NISSAN; 2868
445 E MERRITT ISLAND CSWY
MERRITT ISLAND,FL,32952
321-453-2050

Notes:

Invoice may not reflect Dealer's ultimate vehicle cost due to allowances, discounts, collections, rebates, holdback, incentives, etc.

Print Close

Pat FISCHER NISSAN

VEHICLE BID FORM

VEHICLE # 6-10 units

VEHICLE DESCRIPTION 2017 Nissan Frontier KC S (white, 4cyl, Auto)

BID AMOUNT* $16,955

NAME Jeff Houser

TITLE Commercial Vehicle Account Manager

CONTACT # 321-268-2000 x214

SIGNATURE: _____ DATE: 10/25/17

*BID PRICE INCLUDES ALL INCENTIVES

Legislation Details (With Text)

File #:	17-452	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Multi-Year Contract
File created:	10/10/2017			**In control:**	City Council
On agenda:	11/14/2017			**Final action:**	
Title:	Approve a Waiver of Competitive Bidding by way of Sole Source and Authorize the City Manager to sign a Multi-Year Software Service and License agreement with Samsara Networks LLC, of San Francisco, CA for Vehicle GPS Fleet Tracking, Vehicle Telemetric, Vehicle Dash Cameras and Cloud Web Hosted Services and User Access to Samsara Web based Software. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Samsara - City of Cocoa License Agreement.pdf Samsara Networks .pdf Samsara Software License Agreement.pdf Samsara VG HotSpot.pdf samsara-for-fleets.pdf Sole Source Resolution-Samsara.doc				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 10, 2017
Agenda Date: November 14, 2017
Prepared By: Tony Jones, Fleet Manager
Through: Everett Wegerif, P.E. Public Works Director
Requested Action:
Approve a Waiver of Competitive Bidding by way of Sole Source and Authorize the City Manager to sign a Multi-Year Software Service and License agreement with Samsara Networks LLC, of San Francisco, CA for Vehicle GPS Fleet Tracking, Vehicle Telemetric, Vehicle Dash Cameras and Cloud Web Hosted Services and User Access to Samsara Web based Software

BACKGROUND:

Over the past 16 months the City of Cocoa has been using a web base Vehicle Global Positioning Fleet Tracking solution from Samsara of San Francisco CA. The City has 111 units deployed across 16 Department / Divisions. This Fleet Tracking solution has provided live vehicle and equipment tracking, live vehicle telemetric with live vehicle powertrain data, live real-time driving and vehicle GPS locations via vehicle mounted hardware, using the VG33 or VG34 Gateway Module. These modules directly interface with the vehicle powertrain control module or PCM with internal cellular Wi-Fi, Bluetooth and GPS4 technology. This allows Cocoa Fleet to get real-time vehicle system monitoring, engine diagnostic, powertrain system failure alerting, live fault code alerting and pre-

trouble codes before the driver is alerted via the check engine light. The in-vehicle VG unit allows the vehicle to become a live WI-FI Hotspot to log into the City's network without the use of cellular air cards, this along with integrated, e-logs, drive sensors, and dash cams and automatic and manual reports of vehicle health, fuel consumption, idle time, driver safety, and over 100 canned reports and much more. The 111 VG units deployed in both vehicles and equipment has provided City Staff with a great tool for managing the City of Cocoa Fleet of vehicles and equipment. It has allowed Supervisor, Managers and Department Directors to manage their vehicle Fleet with true live location data and visually manage off their rolling assets in real-time from any location. This solution has become a real tool for street sweeping, mowing locations, field dispatching and meter reading route analytics.

The Fleet is currently using a 12-month user agreement costing $400 per year or $33.33 per month per unit. Samsara has more cost effective agreement; a 3-year user agreement costing $960 per unit for the 36 months or $26.66 per month. Moving from a 12-month user agreement to a 36-month agreement will save the City $240 per unit over the 3 years versus the 12-month user agreement. The program has been so successful staff is requesting to expand the GPS units and service from the 111 units to 222 covering 60% of the vehicle fleet. The VG unit's WI-FI hotspot will reduce the number of cellular air cards in Public Safety, General Fund and Utilities for laptops and tablets. The cellular air cards cost $36.05 per month with the Samsara service costing only $26.66 per month saving $9.39 per month per over the air cards. The rolling Wi-Fi hotspots using the VG units could see the reduction of 75 to 80 cellular air cards potentially saving an additional $750 per month over $9,000 annual

STRATEGIC PLAN CONNECTION:

This system will improve accountability and verify authorized usage of City Fleet Assets.

BUDGETARY IMPACT:

ACCOUNT NUMBER	TOTAL	3YEAR COST	NEW HARDWARE	FY-2018 HARDWARE	FY-2018 SERVICE	FY-2019 SERVICE	FY-2020 SERVICE
001-1103-516.5200	2	$1,920	0	$0	$640	$640	$640
421-1515-536.5200	28	$26,880	1	$123	$8,960	$8,960	$8,960
001-2100-521.5200	75	$72,000	63	$7,749	$24,000	$24,000	$24,000
001-2132-524.5200	2	$2,880	0	$0	$960	$960	$960
001-2201-522.5200	7	$6,720	0	$0	$2,240	$2,240	$2,240
001-3200-515.5200	2	$1,920	0	$0	$640	$640	$640
001-3510-541.5200	2	$1,920	0	$0	$640	$640	$640
001-3520-572.5200	5	$4,800	0	$0	$1,600	$1,600	$1,600
001-3540-519.5200	2	$1,920	0	$0	$640	$640	$640
423-3570-538.5200	6	$5,760	0	$0	$1,920	$1,920	$1,920
421-4010-536.5200	3	$2,880	1	$123	$960	$960	$960
421-4020-536.5200	19	$18,240	16	$1,968	$6,080	$6,080	$6,080
421-4025-536.5200	52	$49,920	21	$2,616	$16,640	$16,640	$16,640
421-4055-536.5200	3	$2,880	0	$0	$960	$960	$960
421-4125.536.5200	15	$14,400	11	$1,364	$4,800	$4,800	$4,800
TOTAL	223	$215,040	113	$13,943	$71,680	$71,680	$71,680

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve a Waiver of Competitive Bidding by way of Sole Source and to Authorize the City Manager to sign a Multi-Year Software Service and License agreement with Samsara Networks LLC, of San Francisco, CA for Vehicle GPS Fleet Tracking, Vehicle Telemetric, Vehicle Dash Cameras and Cloud, Web Hosted Services and User Access to Samsara Web based Software

Samsara Software License Agreement
City of Cocoa, Florida
October 10th, 2017

- All of the data is stored and accessible from the date you become a Samsara customer or start the trial (May 2016)

- Security: The Samsara system provides SSL/256 bit AES encrypted transport to the cloud and redundant hosted software service validated by 3rd party Audits.

- The cellular service required to operate the Samsara platform is bundled into this price. There is no need to negotiate your own data plan with any cellular providers.

- Free Wi-Fi Hot Spot for all VG34 Units. Unlimited data usage with bandwidth throttling after 500 MB. If you would like to extend the bandwidth throttle point for the Wi-Fi Hot Spot you may purchase more.

- Complete access to all software features and capabilities. Everything that is available in the Samsara dashboard is accessible to all customers at no extra cost.

- Future updates and enhancements to the software will automatically be rolled out to your dashboard.

- The platform is future proof and will continuously improve overtime with no additional charges to existing customers.

- Full customer technical support is provided by Samsara Engineers located in San Francisco. Based on the cloud architecture, all issues can be determined and resolved remotely. Additionally, you can contact your Account Manager – Nick Tom for after-hours support.

- Firmware updates and system upgrades occur in the background automatically.

- A ***full 5 Year warranty*** is included on all hardware (gateways, cameras, and sensors) with next business day replacements.

- Everything is included in the price, there are no hidden fees or additional costs.

- The license does not automatically renew. Customers own the hardware and can purchase additional licensing at the end of the term.

Samsara Software License Agreement
City of Cocoa, Florida
October 10th, 2017

Signature _____ Date 10/10/2017

Samsara
Nick Tom, Account Executive - Florida

Signature _____ Date _____

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

SAMSARA NETWORKS

201 Potrero Ave, San Francisco, CA 94103



samsara

October, 10th, 2017

Samsara is the sole manufacturer and provider of the Vehicle Gateways (VG33/VG34), CM11 Dash Cameras, and EM21 Temperature Sensors. These products are purchased directly through the Samsara sales organization and shipped directly from Samsara.

Samsara's product, engineering, sales, and support team are all located in the HQ based in San Francisco, CA USA.

Sincerely,

Nick Tom

Nick Tom
Samsara Networks
(415) 349-5039

Samsara Software License Agreement
City of Cocoa, FL
September 29th, 2017

- All of the data is stored and accessible from the date you become a Samsara customer or started the trial (March 2016)
- Security: The Samsara system provides SSL/256 bit AES encrypted transport to the cloud and redundant hosted software service validated by 3rd party Audits.
- The cellular service required to operate the Samsara platform is bundled into this price. There is no need to negotiate your own data plan with any cellular providers.
- Free Wi-Fi Hot Spot for all VG34 Units. Unlimited data usage with bandwidth throttling after 2 GB. If you would like to extend the bandwidth throttle point for the Wi-Fi Hot Spot you may purchase more.
- Complete access to all software features and capabilities. Everything that is available in the Samsara dashboard is accessible to all customers at no extra cost.
- Future updates and enhancements to the software will automatically be rolled out to your dashboard.
- The platform is future proof and will continuously improve overtime with no additional charges to existing customers.
- Full customer technical support is provided by Samsara Engineers located in San Francisco. Based on the cloud architecture, all issues can be determined and resolved remotely. Additionally, you can contact your Account Manager – Nick Tom for afterhours support.
- Firmware updates and system upgrades occur in the background automatically.
- A ***full 5 Year warranty*** is included on all hardware (gateways, cameras, and sensors) with next business day replacements.
- Everything is included in the price, there are no hidden fees or additional costs.
- The license does not automatically renew. Customers own the hardware and can purchase additional licensing at the end of the term.

Field operations moving to connected apps





ELD: An opportunity to deploy connected devices



Omnitracs MCP50: $799
E-logging, dispatch, DVIR



iPad / Android tablet: $400
E-logging, dispatch, DVIR
+ business applications

Samsara's opportunity

- Always-on cellular connection
- Already a multi-device wireless platform: Sensors, driver ID, input modules, …
- WiFi hotspot adds value with existing hardware and data service



Samsara Driver App

Work order management, email, and productivity



WiFi hotspot: Connect devices using VG33 cellular connection

samsara

Comparative pricing



Hotspot

Cradlepoint hardware: $900
3GB data: $30 / mo



Tablet-only plan

300MB data: $20 / mo
3GB data: $30 / mo



Samsara Hotspot

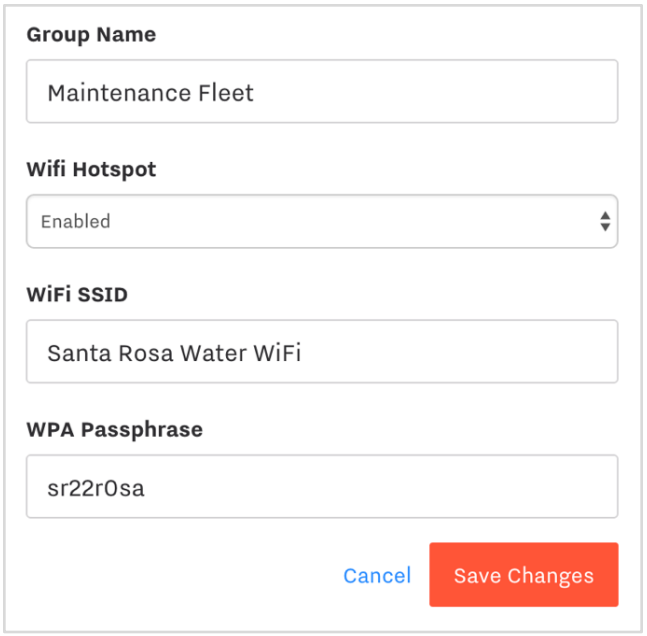
500 MB data: FREE

Hotspot features



- Connects WiFi devices with no data fees
  - Ideal for work-order management, email, CRM, messaging, etc.
  - More flexible than a smartphone / tablet data plan: works with any laptop, smartphone, or tablet
- 500 GB of WiFi data per month
  - Enough for Samsara Driver App + 20,000 emails
  - 66% more data than AT&T's entry-level tablet data plan ($20/mo)
  - 3G speed (1 Mb/s in most areas)
- Note: Not intended for large numbers of users (eg bus passengers), video, or bandwidth-intensive applications

Built-in security



- WPA2-PSK security (typical for small sites)
- Easy to manage: One password for all vehicles in a group
- Secure: Each device's communication with the gateway is encrypted
- Works with VPN clients

Lowers cost of ELD compliance by up to 50%

	Fleetmatics with LogBook App on cellular iPad Mini 4	NetworkFleet with Encompass App on cellular iPad Mini 4	Omnitracs Enterprise with MCP50	Samsara with iPad Mini 4 (WiFi)
Gateway	-	$129	-	$99
Connected Device	$529	$529	$799 + $249 setup	$399
Fleet Mgmt License	$45 / mo	$26 / mo	$30 / mo	$27 / mo
AT&T / Verizon data plan	$30 / mo	$30 / mo	-	-
3-year TCO per vehicle	**$3,229**	**$2,563**	**$2,128**	**$1,470**

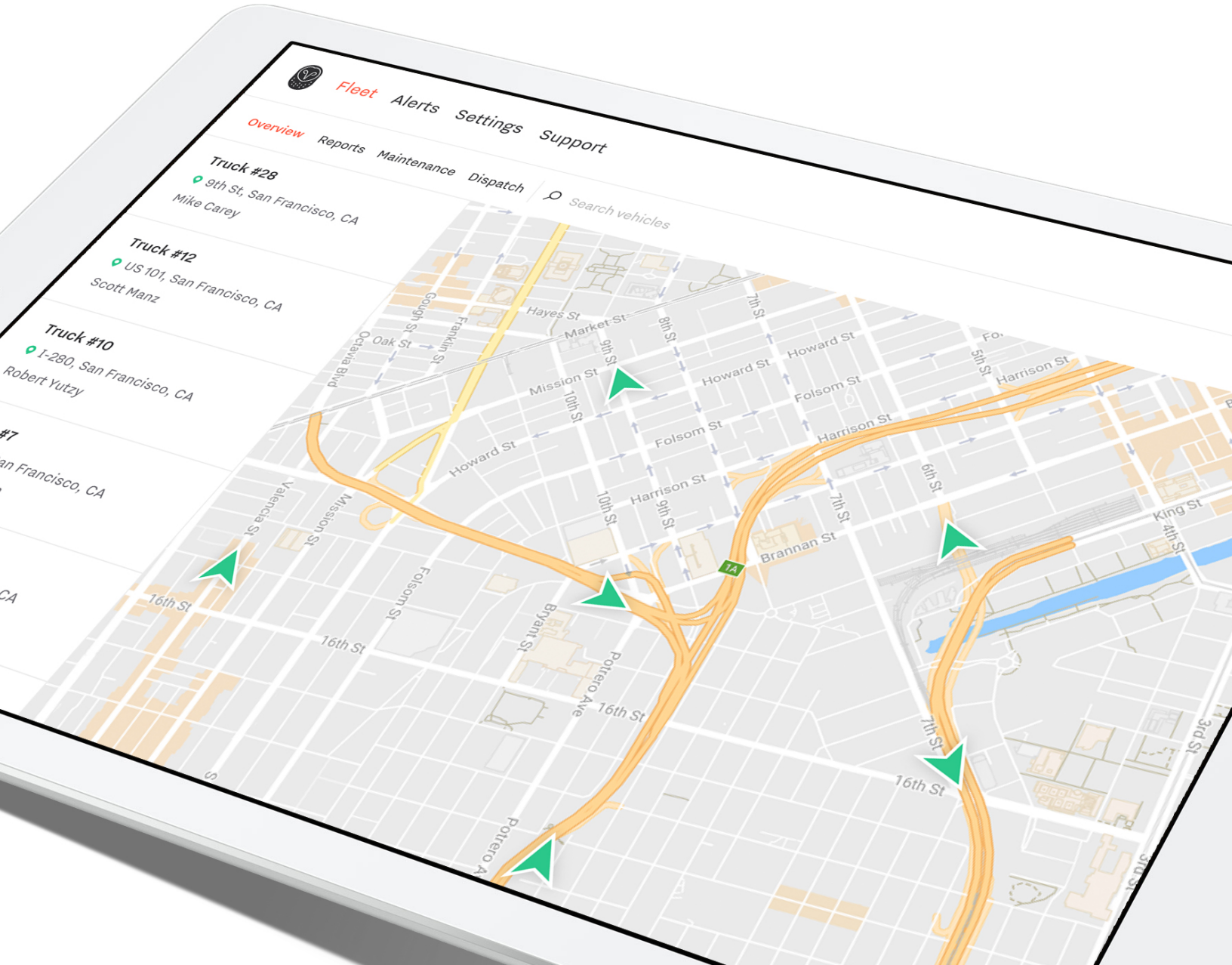
Probing questions, how to sell

- All: Are there apps or websites that you'd like your drivers to access? Do you provide connected devices today?
  - If so, how much does your organization spend on data connectivity?
  - If not, was cost an obstacle?
- ELD prospects: Have you budgeted for compliance? Samsara's hotspot can save thousands in connectivity
  - Samsara is the only vendor that provides GPS fleet tracking, ELD compliance, and WiFi connectivity for your devices in a single service
  - Devices can also be used for business apps: Email, work order management, CRM, …

samsara

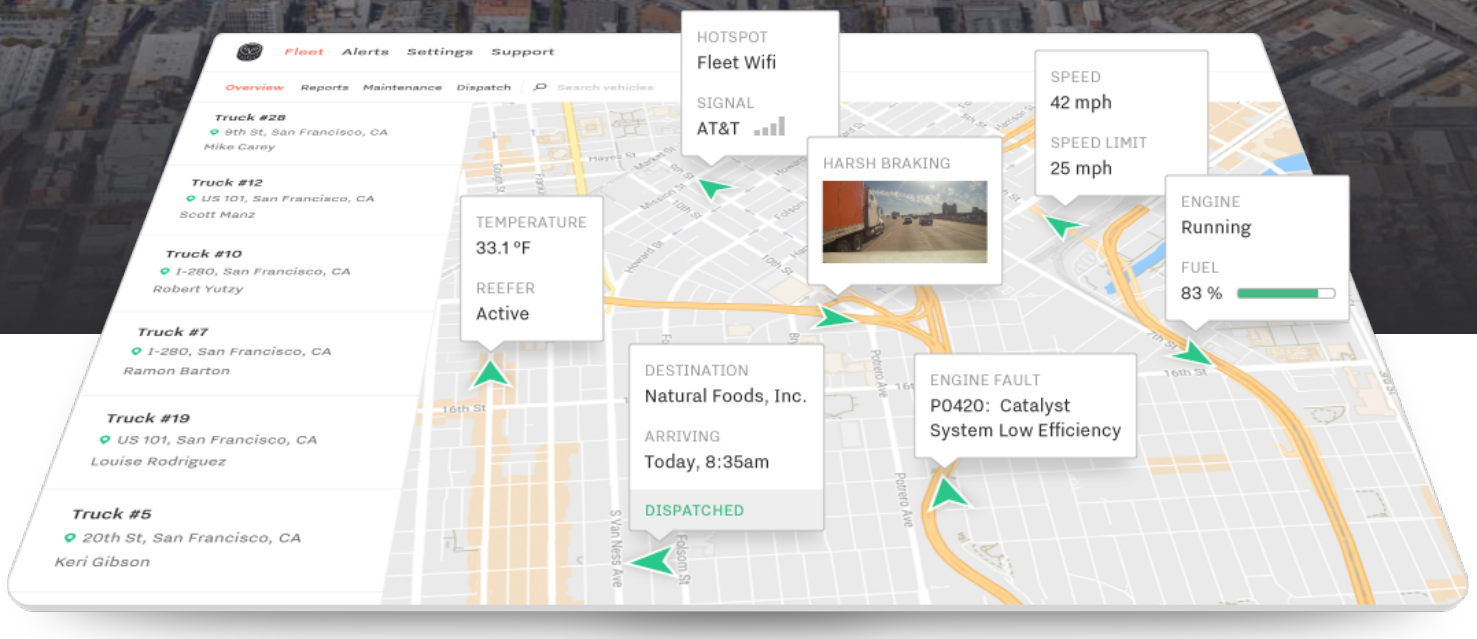
Samsara for Fleets

SOLUTION OVERVIEW



A New Generation of Fleet Tracking

REAL TIME | PLUG & PLAY | FULLY INTEGRATED



Real-time GPS, e-logs, sensors, and dash cam video in a single platform

Business-relevant tools streamline operations and increase revenues

Advanced software features are modern, integrated, and easy to use

See demo at samsara.com/fleet

A New Data Platform For Fleets

Samsara is an Internet of Things company that offers a new generation of technology for fleets. Samsara enables operators to gain complete visibility from sensors and GPS, dash cam video, e-logs, and more — all in one integrated, easy-to-use, affordable system.

A Solution For Safety, Efficiency, Compliance, & Customer Service

Customers trust Samsara's technology to drive business outcomes. With Samsara, fleet operators prevent accidents, save fuel, increase labor efficiency, simplify compliance, and deliver a higher level of service to their customers.

Serving Fleets Across Industries

Samsara serves a broad customer base, including: Food & Beverage | Distribution & Freight Energy & Utilities | Manufacturing | Retail Passenger Transit | Local Government | Field Services | Construction | Education

Trusted by Organizations of All Sizes

"Samsara provides all the capabilities that trucking companies need with the most competitive value on the market."

— Bruce Donovan, General Manager, Neco Transport

"Samsara is a must-have for any transportation department."

— Gus Rodriguez, Director of Transportation, Comal ISD

"With Samsara, we know how our fleet is functioning, and use that information to improve operations."

— Tony Jones, Fleet Manager, City of Cocoa

Solutions for Light Duty, Heavy Duty, and Specialized Fleets



VG series

GPS Gateways with WiFi Hotspot



EM series

Wireless Temperature Monitors



CM series

High Definition Dash Cameras

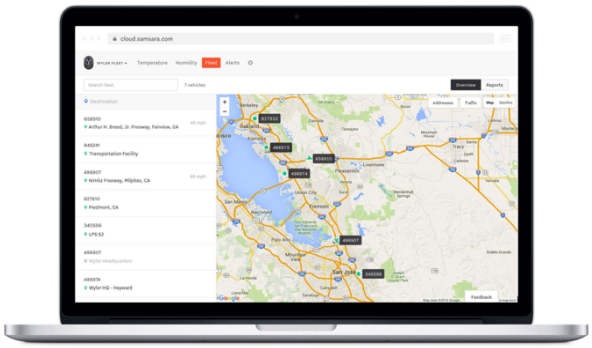


AG series

Trailer-Tracking GPS Gateway

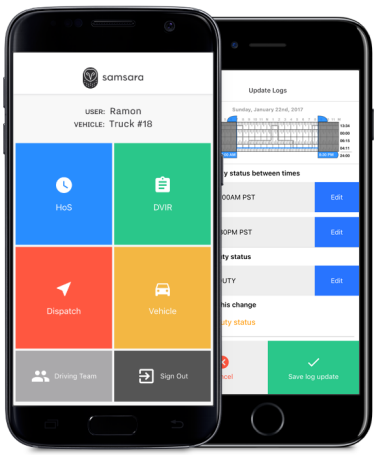
Real-Time GPS Tracking

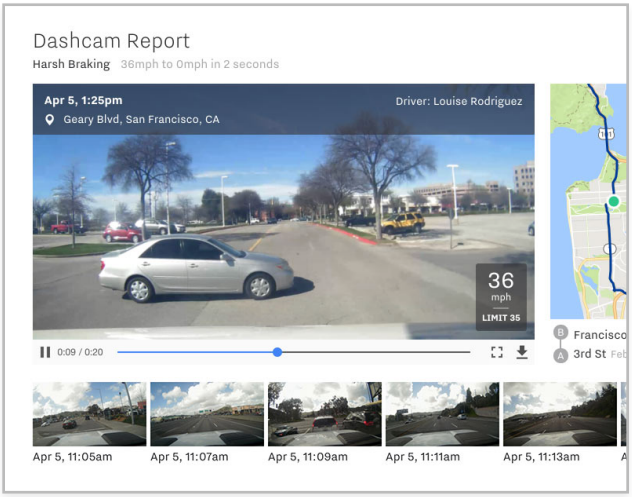
- Live location tracking with “helicopter view”.
- Real-time tools for dispatch, maintenance, fleet managers, and safety.
- Built-in reports provide insights into safety, driver behavior, fuel efficiency, and more.



ELD-Ready Hours of Service

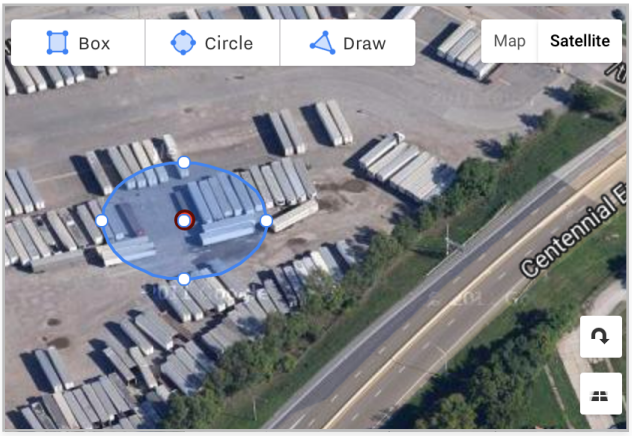
- E-logging solution combines driver inputs with GPS and engine data to meet the FMCSA’s ELD mandate.
- Driver App works on any mobile device (Android or iOS).
- Easy to use and affordable - no proprietary hardware, no extra software licenses, and no cell phone data plan.





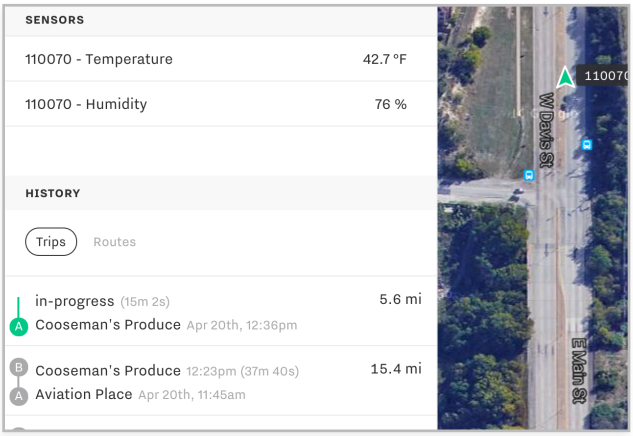
Internet-Connected Dash Cam

- View high definition (1080p) dash cam videos over the web.
- Reduce accidents with video-based driver coaching.
- Exonerate drivers and expedite insurance claims.



Trailer Tracking

- View current and historical location of tethered and untethered trailers.
- Improve driver efficiency in drop-and-hook operations.
- Improve asset utilization and quickly recover stolen property.



FSMA-Compliant Reefer Monitoring

- Live visibility and historical logging for refrigerated trucks and trailers.
- Plug-and-play wireless sensors with a 5-year battery.
- Enables proof of performance, eliminates cumbersome paper logs, and simplifies compliance with the Food Safety Modernization Act.

CASE STUDY

Jake's Finer Foods

"If you need fleet tracking, hours of service, or temperature tracking, Samsara's got it. It makes our jobs easier."

— Jason Boldt, Transportation Manager



Houston-based distributor relies on Samsara for efficiency, safety, and customer service:

- Samsara vehicle gateways provide dispatchers with up-to-the-second visibility.
- Wireless temperature monitoring simplifies FSMA compliance and ensures customer satisfaction.
- ELD-ready Driver App for Android / iOS devices provides Hours of Service logging, dispatch, and vehicle inspections.
- Reporting and analytics helps Jake's maintain safety, efficiency, and compliance.

RECOGNIZED FOR INNOVATION

"Samsara's latest offering builds on the last decade of GPS fleet technologies, bringing increased visibility to operators that enable them to increase the efficiency of their fleets."

— Utility Products, August 2016

Logistics Tech Outlook · FleetOwner · Hard Working Trucks · The Wall Street Journal · Fortune


Try Samsara Free
samsara.com/free-trial
samsara



201 Potrero Ave, San Francisco, CA 94103

sales@samsara.com

Legislation Details (With Text)

File #:	17-478	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	10/31/2017			**In control:**	City Council
On agenda:	11/14/2017			**Final action:**	
Title:	Authorize the City Manager to approve Amendment #2 to Task Order Number 2017-40 with Terracon Consultants, Inc. for a Supplemental Phase II Environmental Site Assessment (ESA) at 6 Rosa L. Jones Blvd., Brevard County Parcel ID 24-36-33-80-20-2. To approve a resolution authorizing the City Manager to Approve Change Orders in the amount not to exceed $5,000. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-(2017-40.2) TERRACON - CS 10.10. 2017-$10950.pdf PH1177655 -Phase II ESA .pdf TO-CS-Terracon (2017-40) 3.07.17 - $3300.pdf TO-CS-TERRACON (2017-40.1) $37450.00.pdf Terracon Revised Resolution - Project Contingency.doc				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 31, 2017
Agenda Date: November 14, 2017
Prepared By: Samia Singleton, Redevelopment Specialist
Through: Karen Hamilton, Department Director
Requested Action:
To authorize the City Manager to approve Amendment #2 to Task Order Number 2017-40 with Terracon Consultants, Inc. for a Supplemental Phase II Environmental Site Assessment (ESA) at 6 Rosa L. Jones Blvd., Brevard County Parcel ID 24-36-33-80-20-2. To approve a resolution authorizing the City Manager to Approve Change Orders in the amount not to exceed $5,000.

BACKGROUND:

On March 10, 2017, the City Manager approved Task Order 2017-40 with Terracon in the amount of $3,300 for a Phase I environmental site assessment (ESA) for 6 Rosa L. Jones Blvd. During this phase it was established that the site required an underground storage tank removal.

On May 30, 2017, the City Manager approved Amendment #1 to Task Order 2017-40 with Terracon in the amount of $37,450 to remove the underground storage tank at 6 Rosa L. Jones Blvd. and conduct a Phase II ESA. During this phase, arsenic was discovered in the top six inches of surface soil.

The property owner intends to remediate the site. City staff is requesting authorization of Amendment #2 to Task Order 2017-40 in the amount of $10,950 to allow Terracon to further delineate the extent of arsenic concentrations in the soil by conducting a Supplemental Phase II ESA. City staff is also requesting that the City Council approve an additional $5,000 as a contingency for this site for any other unforeseen circumstances not determined. The additional $5,000 will not be added to the purchase order and any change order will be reviewed by staff before it is sent to the City Manager for approval.

Staff recommends approval of Amendment #2 to Task Order Number 2017-40 with Terracon Consultants, Inc.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested	$10,950 plus $5,000 Contingency
Account Number	001-3205-559.49-05
Account Name	Brownfields Redevelopment Program

Source of Funds:
____State Revolving Loan
____ Other Loan Source:_
_x__ Grant Source: EPA Community Wide Assessment Grant
____ Bond:_
____ Reserves Source:_
____ Transfer Acct #:_

PREVIOUS ACTION:

Amendment #1 to the Terracon Consulting, Inc. Continuing Services Agreement as approved by City Council on October 1, 2015.

RECOMMENDED MOTION:

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

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=5546925&GUID=ABD8AE74-1970-4353-A198-08EB4A702009* is a secure document that has been embedded in this document. Double click the pushpin to view.



September 20, 2017

Terracon

Ms. Samia Singleton
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Telephone: (321) 433-8577
E-mail: ssingleton@cocoafl.org

RE: Proposal for Supplemental Phase II Environmental Site Assessment
6 Rosa L Jones Drive
Cocoa, Brevard County, Florida
Terracon Proposal No. PH1177655

Dear Ms. Singleton:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to the City of Cocoa (client) to provide a Supplemental Phase II Environmental Site Assessment (ESA) of the above-referenced site and identified as Brevard County Property Appraiser parcel # 24-36-33-80-20-2.

The terms, conditions, and limitations stated in the Continuing Contract for Environmental Site Assessment Services between the City of Cocoa and Terracon, as well as sections of this proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within 90 days from the proposal date.

SCOPE OF SERVICES

This scope presents the budgetary estimate for the Supplemental Phase II ESA work to be detailed in a Site Specific Quality Assurance Project Plan (SSQAPP) Addendum. This budgetary estimate for the Supplemental Phase II ESA includes laboratory, field staff and equipment, reporting and project management fees.

Based on the *Phase II ESA* conducted by Terracon on September 14, 2017, arsenic was reported in the top 6-inches of surficial soil along the east boundary of the site at concentrations exceeding Florida's Soil Cleanup Target Level (SCTL) for direct exposure at residential properties but below Florida's SCTL for direct exposure at commercial properties. Arsenic concentrations reported in the soil samples collected at 6 to 24 inches below ground surface (bgs) did not exceed SCTLs.

The objective of the proposed supplemental assessment is to further delineate the arsenic extent in soil at concentrations exceeding Florida's SCTL for direct exposure at residential properties within the east portion of site.

Arsenic was identified as the contaminant of concern (COC) and appears to be attributed to arsenical-herbicide application at the former railroad which operated adjoining to the east of the site from at least 1919 until the 1950s. The proposed scope of work is an attempt to provide an understanding of the extent of arsenic contamination in soil and potential costs which may be incurred if remediation is necessary, or of time required to achieve regulatory closure, if appropriate. Based on the results of the proposed Phase II ESA, Terracon will advise the client of recommended additional investigation or consulting services, as appropriate.

Site Eligibility and EPA Reporting
Prior to completion of the tasks outlined below, a site eligibility form will be prepared and submitted to EPA for approval. Upon completion of environmental assessment activities, this project will be updated in the ACREs database as required by EPA.

Site Specific Quality Assurance Project Plan (SSQAPP)
An addendum will be prepared to the already approved SSQAPP per EPA Region 4 specifications for Quality Assurance documents. The SSQAPP addendum will be submitted to EPA Region 4 for review and approval prior to initiating Phase II ESA activities.

Site Safety
The site-specific health and safety plan (HASP) previously prepared during the previous Phase II ESA will be observed during all field-related activities. All Terracon project personnel and subcontractor personnel assigned to the project will have completed, at a minimum, required Occupational Safety and Health Administration (OSHA) training in accordance with 29 CFR Part 1910.120.

Utility Clearance
No later than 48 hours prior to intrusive activities, the public utility locator [Sunshine 811] will be contacted to arrange for underground utility locates in the proposed work area.

Soil Sampling
Terracon will collect soil samples at 22 locations within the east portion of the site to further delineate the vertical and horizontal extent of arsenic concentrations exceeding Florida's SCTL for direct exposure at residential properties. A concrete coring machine will be used to gain access to underlying soils at locations with asphalt and concrete. A stainless-steel hand auger will be utilized to collect the soil samples and will be decontaminated between each sampling interval and location. Soil samples for laboratory analysis will be collected in general accordance with FDEP's Standard Operating Procedures for Field Activities, DEP-SOP-001/01, FS3000, and PCS-004.

The soil sampling locations are shown on the attached Exhibit 2. Soil samples will be collected at depths of 0 to 6 inches bgs, 12 inches bgs and 24 inches bgs at each of the sampling locations. Soil samples will be analyzed for arsenic concentration by EPA Method 6010. The laboratory will be instructed to conduct analysis on the first two sample locations collected horizontally from each of the previously collected soil samples (S-1 through S-4), as well as the two soil samples to be collected in between the previous soil sample locations. These samples will all be analyzed initially for the 0 to 6 inches bgs and 12 inches bgs samples, placing the 24 inches bgs samples on hold pending analysis of the top two interval samples. The laboratory will proceed with analysis of the 24 inches bgs samples only if the 12 inches bgs samples have exceedances of the residential SCTL. And the additional horizontal locations collected to the west of will only be analyzed should the sample closest to it have detections of arsenic exceeding the residential SCTL. Once arsenic concentrations are below the residential SCTL, the laboratory will discontinue analysis.

Laboratory Analytical Program

The soil and groundwater samples collected during the investigation will be analyzed on a standard turnaround time basis (5-7 business days). The laboratory analytical program will include the following:

Analysis	Sample Type	No. of Samples	Method
Arsenic	Soil	66	EPA Method 6010

Report

Upon completion of site activities, Terracon will prepare a Supplemental Phase II ESA report discussing the work conducted, comparison of analytical results to Florida's cleanup target levels listed in Chapter 62-777, Florida Administrative Code, QA/QC, results of the investigation and recommendations. The purpose of these activities are to ideally provide a delineation of the arsenic impacts to the soil that are above the residential SCTLs and enable a remedial plan for the excavation of the soils; which will be provided to the prospective purchaser of the property.

FEES

Total cost for these activities is **$10,950.00**. A detailed cost breakdown is attached to this Proposal. This estimate will not be exceeded without prior authorization by the City of Cocoa. Please note, the laboratory costs will only be incurred for the number of actual arsenic soil samples analyzed.

Findings, conclusions and recommendations resulting from these services will be based upon information derived from on-site activities and other services performed under this scope of work; such information is subject to change over time. Certain indicators of the presence of hazardous substances, petroleum products, or other constituents may have been latent, inaccessible, unobservable, nondetectable or not present during these services, and we cannot represent that the

site contains no hazardous substances, toxic substances, petroleum products, or other latent conditions beyond those identified during this investigation. Subsurface conditions may vary from those encountered at specific borings or wells or during other surveys, tests, assessments, investigations or exploratory services; the data, interpretations, findings and our recommendations are based solely upon data obtained at the time and within the scope of these services. Upon approval of the SSQAPP Addendum by EPA (estimated within 30 days), site assessment activities and reporting will take approximately 30-60 days to complete.

If this proposal is acceptable, please sign in the space provided below, and return one copy to us in order to provide us with formal authorization to proceed. Terms and conditions are as stated in our *Continuing Services Agreement* with the City of Cocoa, dated October 1, 2015.

If you have any questions, please contact us at your earliest convenience.

Sincerely,
TERRACON CONSULTANTS, INC.

Mark Mulligan, P.G.
Terracon Technical Project Manager

Belinda S. Richard
Contract Manager

Igor Karimov
Field Team Leader

Attachments Cost Breakdown
Exhibit 2 Site Diagram

Accepted By:

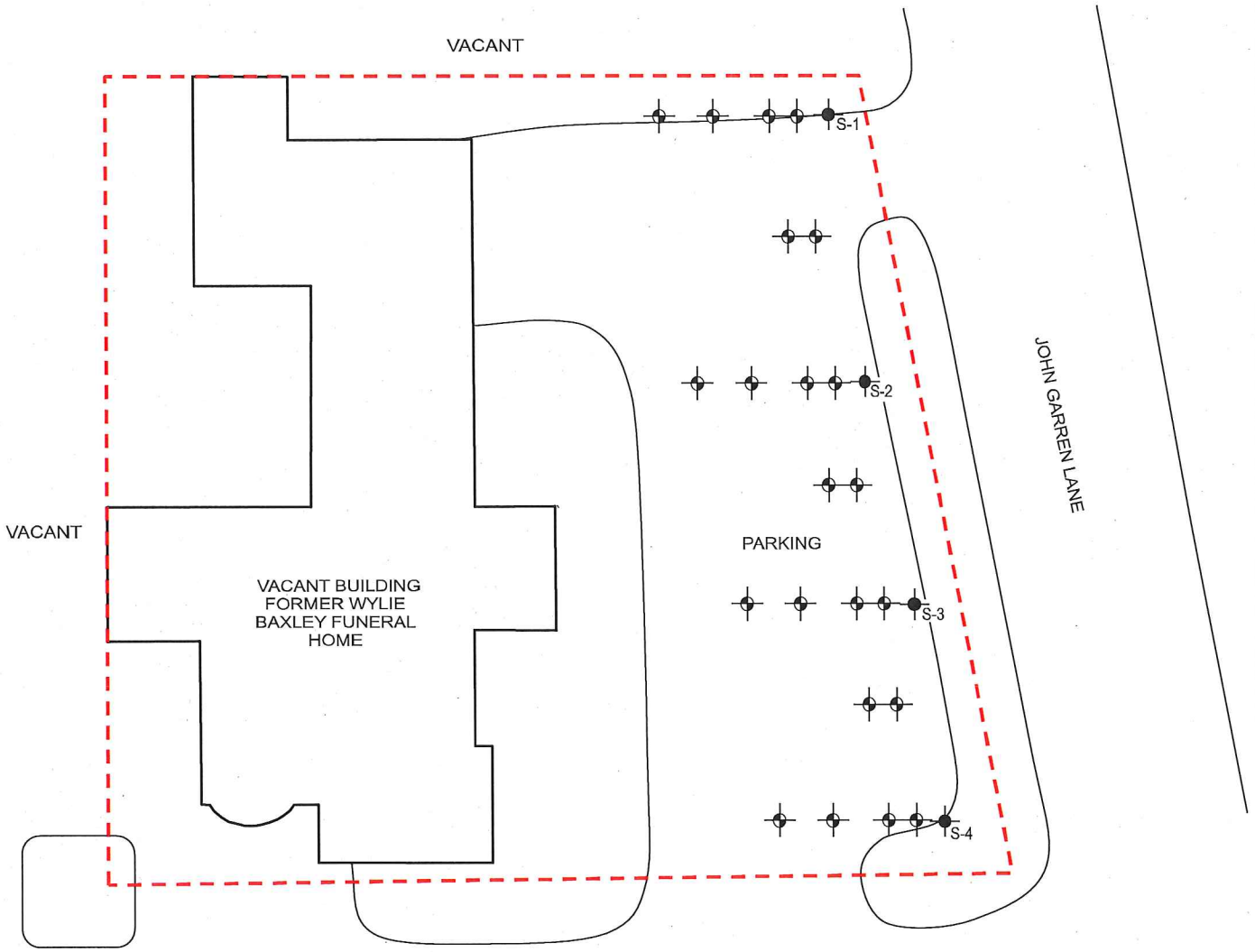
Name

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

9/21/17
Date

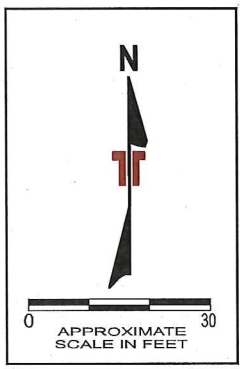
ATTACHMENT A - ESTIMATED COSTS
SUPPLEMENTAL PHASE II ENVIRONMENTAL SITE ASSESSMENT
6 ROSA L. JONES DRIVE, COCOA, FLORIDA
TERRACON PROPOSAL NO. PH1177655
September 20, 2017

DESCRIPTION	QTY.	RATE	UNIT	AMOUNT
SITE ELIGIBILITY AND EPA REPORTING				
a. Staff Engineer	1	$ 100.00	Per Hour	$100.00
	SUBTOTAL			**$100.00**
SITE SPECIFIC QAPP ADDENDUM DOCUMENT				
a. Professional Geologist	2	$ 175.00	Per Hour	$350.00
b. Staff Engineer	10	$ 100.00	Per Hour	$1,000.00
c. CAD Technician	2	$ 75.00	Per Hour	$150.00
	SUBTOTAL			**$1,500.00**
FIELD WORK				
a. Staff Engineer	34	$ 100.00	Per Hour	$3,400.00
b. Field Equipment	1	$ 500.00	Each	$500.00
	SUBTOTAL			**$3,900.00**
ANALYTICAL				
a. Southern Research Laboratories (Arsenic-soil)	66	$ 25.00	Each	$1,650.00
	SUBTOTAL			**$1,650.00**
TERRACON REPORT PREPARATION				
a. Professional Geologist	2	$ 175.00	Per Hour	$350.00
b. Staff Engineer	14	$ 100.00	Per Hour	$1,400.00
c. CADD Technician	2	$ 75.00	Per Hour	$150.00
	SUBTOTAL			**$1,900.00**
TERRACON PROJECT MANAGEMENT AND QA/QC				
a. Professional Geologist	4	$ 175.00	Per Hour	$700.00
b. Staff Engineer	12	$ 100.00	Per Hour	$1,200.00
	SUBTOTAL			**$1,900.00**
TOTAL SUPPLEMENTAL PHASE II ESA ESTIMATE				**$10,950.00**



LEGEND

- SITE BOUNDARY
- SOIL BORING
- PROPOSED SOIL BORING



THIS DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

Project Mngr: IIK Drawn By: IIK Checked By: MWM Approved By: MWM	Project No. PH1177655 Scale: AS SHOWN File No. PH1177655 Date: September 2017	Terracon Consulting Engineers and Scientists 1675 LEE ROAD WINTER PARK, FLORIDA 32789 PH: (407) 740-6110 FAX: (407) 740-6112	SITE DIAGRAM SUPPLEMENTAL PHASE II ESA PROPOSAL ROSA L JONES DRIVE 6 ROSA L JONES DRIVE COCOA, BREVARD COUNTY, FLORIDA	EXHIBIT 2

Task Order Request Form

Terracon Consultants, Inc.

Name of CSA (Continuing Service Agreement)

City Bid Number: RFQ-B-15-17-COC **Vendor:** Terracon Consultants, Inc.

Dept./Division Name: Comm Serv/Econ Dev **Requestor:** Samia Singleton Digitally signed by Samia Singleton DN: dc=org, dc=cocoafl, ou=CH, cn=Samia Singleton, email=ssingleton@cocoafl.org Date: 2017.03.07 13:39:20 -05'00' **Date:** 3/7/17

Project Number: **Title:** Redevelopment Specialist

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 #: PH1177174 **Dated:** 3/7/17 **Amount:** $ 3,300.00

☑ Quote Attached

Steven Belden Digitally signed by Steven Belden Date: 2017.03.08 09:48:52 -05'00'

Director's Signature

Scope of Services / Justification for Amendment

Phase 1 Environmental Site Assessment for Brevard County Parcel ID 24-36-33-80-20-2. A 0.52 acre parcel located at 6 Rosa L. Jones Blvd, owned by Deborah Slawson.

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

Documentation for Good Faith Estimate Attached ☐ Yes ☑ No

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

Task Order: ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2017-40

Council Approval Required: ☐ Yes ☑ No

Reason Disapproved:

Date: 3/8/27 **Signature:** Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2017.03.08 12:34:55 -05'00' **Title:** Purchasing Manager

Sonja Hamilton-Suarez

Date: 3/10/17 **Signature:** John A. Titkanich Digitally signed by John A. Titkanich Date: 2017.03.10 12:38:44 -05'00' **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 to Procurement Card Coordinator (PCC).**
3) **PCC: assign a Task Order No. and forward everything to Purchasing Manager.**
4) **Purchasing Manager: review and approve and forward to PCC who will forward it to City Manager if it's under $50K.**
5) **City Manager: review all documents (if under $50K), approve and forward to PCC.**
6) **PCC: log the task order in the database and forward to Requestor and Department Director. All Task Orders over $50K will be sent back to Requestor to take to Council.**

March 7, 2017

Ms. Samia Singleton
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Telephone: (321) 433-8577
E-mail: ssingleton@cocoafl.org

RE: Proposal for a Phase I Environmental Site Assessment
Rosa L. Jones Drive
6 Rosa L Jones Drive
Cocoa, Florida 32922
Terracon Proposal No. PH1177174

Dear Ms. Bunt:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to City of Cocoa (client) to conduct a Phase I Environmental Site Assessment (ESA) of the above-referenced site. We understand the site is approximately 0.52 acres of mixed used commercial property owned by Deborah Slawson and identified as Brevard Parcel ID 24-36-33-80-20-2.

Scope of Services (see Section 2.0 of attached proposal detail)	Phase I ESA consistent with ASTM E1527-13 (Chain of Title/Environmental Lien Search is not included in this fee) Additional non-scope items: None
Schedule (see Section 2.4 of attached proposal detail)	15 business days
Compensation (see Section 3.0 of attached proposal detail)	Lump sum of $3,300

The terms, conditions, and limitations stated in the Continuing Contract for Environmental Site Assessment Services between the City of Cocoa and Terracon and sections of this proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within 90 days from the proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please give me a call.

Sincerely,
Terracon Consultants, Inc.

Igor I. Karimov
Project Engineer

Mark W. Mulligan
Department Manager II-Professional

Attachments: ASTM E1527-13 User Questionnaire
Detailed Scope of Services
Cost Breakdown

Accepted this _____ day of _____, 2017

City of Cocoa

_____
Signature

_____
Printed Name

ASTM E1527-13 USER QUESTIONNAIRE
Proposal No: PH1177174

In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Relief and Brownfields Revitalization Act of 2001 (the "Brownfields Amendments"), the user must respond to the following questions. Failure to provide this information to the environmental professional may result in significant data gaps, which may limit our ability to identify recognized environmental conditions resulting in a determination that "all appropriate inquiry" is not complete. This form represents a type of interview and as such, the user has an obligation to answer all questions in good faith, to the extent of their actual knowledge.

Site Name: Rosa L Jones Drive Site Address: 6 Rosa L. Jones Drive, Cocoa, FL

1) Did a search of recorded land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against the property under federal, tribal, state, or local law (40 CFR 312.25)? ___No ___Yes If yes, please explain.

2) Did a search of recorded land title records (or judicial records where appropriate) identify any activity and use limitations (AULs), such as engineering controls, land use restrictions, or institutional controls that are in place at the property and/or have been filed or recorded against the property under federal, tribal, state, or local law (40 CFR 312.26)? ___No ___Yes If yes, please explain.

3) Do you have any specialized knowledge or experience related to the site or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the site or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business (40 CFR 312-28)? ___No ___Yes If yes, please explain.

4) Do you have actual knowledge of a lower purchase price because contamination is known or believed to be present at the site (40 CFR 312.29)? ___No ___Yes

5) Are you aware of commonly known or reasonably ascertainable information about the site that would help the environmental professional to identify conditions indicative of releases or threatened releases (40 CFR 312.30)? ___No ___Yes If yes, please explain.

6) Based on your knowledge and experience related to the site, are there any obvious indicators that point to the presence or likely presence of contamination at the site (40 CFR 312.31)? ___No ___Yes If yes, please explain.

Please return this form with the signed and completed Agreement for Services.

ASTM E1527-13 USER QUESTIONNAIRE
Proposal No: PH1177174

Request for Information and Documentation

In addition to the specific questions outlined above, the user is requested to provide the following information and documentation, as available. ASTM requires that this information, if available, be provided to the environmental professional prior to the site visit.

Item Supplied "X"	Not Applicable, Not Available or Not Known "X"	Item Requested (See Proposal)	Contacts/Comments or Indicate Attachment
		Point of Contact for Access	Name/Phone:
		Current Site Owner	Name/Phone:
		Current Facility Operator	Name/Phone:
		Contacts for Prior Owners	Name/Phone:
		Contacts for Prior Occupants	Name/Phone:
		Access Restrictions	
		Notification of Special Requirements Regarding Confidentiality	
		Legal Description and Diagram / Survey of Site	
		Chain of Title with Grantor/Grantee Summary (back to 1940 or first developed use)	
		Reasons for Conducting ESA	

Please return this form with the signed and completed Agreement for Services.

ASTM E1527-13 USER QUESTIONNAIRE
Proposal No: PH1177174

Helpful Documents Checklist

Pursuant to ASTM E1527-13 § 10.8, do you know whether any of the following documents exist related to the subject property and, if so, whether copies can and will be provided to the environmental professional? Check all that apply.

- ☐ Environmental site assessment reports
- ☐ Environmental compliance audit reports
- ☐ Geotechnical studies
- ☐ Reports regarding hydrogeologic conditions on the property or surrounding area
- ☐ Registrations for above or underground storage tanks
- ☐ Notices or other correspondence from any governmental agency relating to past or current violations of environmental laws with respect to the property or relating to environmental liens encumbering the property
- ☐ Registrations for underground injection systems
- ☐ Environmental permits/plans, solid waste permits, hazardous waste disposal permits, wastewater permits, NPDES permits, underground injection permits, SPCC plans

_____
Name (Authorized Client Representative)

_____
Title

_____
Signature

_____
Date

Please return this form with the signed and completed Agreement for Services.

DETAILED SCOPE OF SERVICES

1.0 PROJECT INFORMATION

We understand the site is approximately 0.52 acres of mixed used commercial property owned by Deborah Slawson and identified as Brevard Parcel ID 24-36-33-80-20-2. If this is not accurate, or if you have additional useful information, please inform us as soon as possible.

2.0 SCOPE OF SERVICES

2.1. Base Phase I ESA Services

The ESA will be performed consistent with the procedures included in ASTM E1527-13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process*. The purpose of this ESA is to assist the client in developing information to identify recognized environmental conditions (RECs - as defined below) in connection with the site as reflected by the scope of this proposal. If modifications to the scope of services are required, please contact us to discuss proposal revisions.

Physical Setting
The physical setting for the site will be described based on a review of the applicable USGS topographic quadrangle map, USDA soil survey, and selected geologic reference information.

Historical Use Information

A review of selected historical sources, where reasonably ascertainable and readily available, will be conducted in an attempt to document obvious past land use of the site and adjoining properties back to 1940 or when the site was initially developed, whichever is earlier. The following selected references, depending on applicability and likely usefulness, will be reviewed for the site.

- Historical topographic maps
- Aerial photographs (approximate 10 to 15 year intervals)
- City directories (approximate 5 year intervals)
- Fire (Sanborn) insurance maps
- Property tax file information
- Site title search information, if provided by client

- Environmental liens, if provided by client
- Building department records
- Zoning records
- Prior environmental reports, permits and registrations; or geotechnical reports, if provided by the client

Pursuant to ASTM E1527-13, the client should engage a title company or title professional to undertake a review of reasonably ascertainable recorded land title records and lien records for environmental liens currently recorded against or relating to the site. If the client is unable to provide land title records or environmental lien information, an abstract firm may be contracted by Terracon to develop a chain of title from a review of land title records for an additional fee. Documentation of environmental liens, if recorded, will be provided with the chain of title. Note, however, unless specifically requested within three days of project commencement, Terracon will rely on the client to provide land title records. **If land title records or environmental lien information are not provided for review in a timely manner, Terracon may conclude that the absence of records represents a data gap, which must be evaluated and documented in the final report.**

The client and the current owner or their representative will be interviewed to provide information regarding past uses of the site and information pertaining to the use of hazardous substances and petroleum products on the site. Additionally, a reasonable attempt will be made to interview past owners, operators, and occupants of the site to the extent that they are identified within the scope of the ESA and are likely to have material information that is not duplicative of information already obtained through the assessment process.

REC Definition

Recognized Environmental Conditions are defined by ASTM E1527-13 as “the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: 1) due to any release to the environment, 2) under conditions indicative of a release to the environment, or 3) under conditions that pose a material threat of a future release to the environment. *De minimis* conditions are not recognized environmental conditions.”

Regulatory Records Review

Consistent with ASTM E1527-13, outlined below are the following federal, state, and tribal databases, where applicable are typically reviewed for indications of RECs, and the approximate minimum search distance of the review from the nearest property boundary. A database firm will be subcontracted to access governmental records used in this portion of the assessment. Additional federal, state, and local databases may be reviewed if provided by the

database firm. Determining the location of unmapped facilities is beyond the scope of this assessment.

Governmental Records	Search Distance
Federal NPL Site List	1.0 mile
Federal NPL (Delisted) Site List	0.5 mile
Federal CERCLIS Site List	0.5 mile
Federal CERCLIS NFRAP Site List	0.5 mile
Federal RCRA Corrective Actions (CORRACTS) TSD Facilities List	1.0 mile
Federal RCRA Non-CORRACTS TSD Facilities List	0.5 mile
Federal RCRA Generators List	Site and Adjoining
Federal Institutional Control/Engineering Control Registries	Site Only
Federal ERNS List	Site Only
State and Tribal-Equivalent NPL Site Lists	1.0 mile
State and Tribal-Equivalent CERCLIS Lists	0.5 mile
State and Tribal Landfill and/or Solid Waste Disposal Site Lists	0.5 mile
State and Tribal Leaking UST Lists	0.5 mile
State and Tribal Registered UST Lists	Site and Adjoining
State and Tribal Institutional Control/Engineering Control Registries	Site Only
State and Tribal VCP Site Lists	0.5 mile
State and Tribal Brownfield Site Lists	0.5 mile

Tribal databases will only be evaluated if the site is located in an area where a recognized tribe has jurisdiction for environmental affairs.

In addition to the database review and if customary practice for the site location, an attempt will be made to review reasonably ascertainable and useful local lists or records such as Brownfield sites, landfill/solid waste disposal sites, registered storage tanks, land records, emergency release reports, and contaminated public wells. A reasonable attempt will also be made to interview at least one staff member of any one of the following types of local government agencies: fire department, health agency, planning department, building department, or environmental department. As an alternative, a written request for information may be submitted to the local agencies.

The scope of work proposed herein includes up to two hours of regulatory agency file and/or records review. If the results of this initial review appear to warrant a more extensive review of applicable regulatory agency files and/or records, a cost estimate will be provided to the client for pre-approval. Review of regulatory files and/or records, when authorized, will be for the purpose of identifying RECs. Please note that all requested files may not be available from regulatory agencies within the client's requested project schedule.

Site and Adjoining/Surrounding Property Reconnaissance

A site reconnaissance will be conducted to identify RECs. The reconnaissance will consist of visual observations of the site from the site boundaries and selected interior portions of the site. The site reconnaissance will include, where applicable, an interview with site personnel who the client has identified as having knowledge of the uses and physical characteristics of the site. Pertinent observations from the site reconnaissance will be documented including:

- Site description
- General site operations
- Aboveground chemical or waste storage
- Visible underground chemical or waste storage, drainage, or collection systems
- Electrical transformers
- Obvious releases of hazardous substances or petroleum products

The adjoining property reconnaissance will consist of visual observations of the adjoining/surrounding properties from the site boundaries and accessible public right-of-ways.

Report Preparation

A PDF-formatted copy of the final report will be submitted along with two (2) bound copies that presents the results of this assessment, based upon the scope of services and limitations described herein. The final report will be signed by an environmental professional responsible for the Phase I ESA, and the report will contain an environmental professional statement as required by 40 CFR 312.21(d). Recommendations will be developed as part of the Phase I ESA scope of services.

2.2 Additional Services Beyond Base ESA

At the direction of the client, additional services beyond the scope of the base Phase I ESA have not been included.

2.3 Additional Services Not Included

The following services, although not specifically required by ASTM E1527-13, may also be performed concurrently with ESAs and may be beneficial for the evaluation of environmental conditions and/or an evaluation of specific business environmental risks at the site. At your direction, these services have not been included as part of the scope of services for this ESA. Please note that this list is not all-inclusive. If you seek additional services, please contact us for a supplemental proposal and cost estimate.

- Visual Observations for Suspect Asbestos
- Limited Asbestos Sampling
- Asbestos Survey (prior to renovation/demolition)
- Visual Observations for Mold
- Radon Records Review
- Short-Term Radon Testing
- Visual Observations for Suspect Lead-Based Paint
- Limited Lead-Based Paint Sampling
- Lead in Drinking Water Records Review
- Limited Lead in Drinking Water Sampling
- Wetland Records Review
- Threatened/Endangered Species Records Review
- Historic Properties/Archaeological Resources Review
- ASTM E 2600-10 Vapor Encroachment Screen

At the client's request, Terracon can also provide proposals for facility engineering services including property condition assessments, roofing inspections, curtain wall evaluations, structural surveys and mechanical surveys.

2.4 Schedule

Services will be initiated upon receipt of the written notice to proceed. The final report will be submitted within 15 business days after receipt of your written notice to proceed, assuming site access can be obtained within two days after the notice to proceed.

In order to comply with the proposed schedule, please provide the following items at the time of notification to proceed.

- A signed Agreement for Services evidencing acceptance of this scope of services
- The completed ASTM E1527-13 User Questionnaire, supplied as an attachment to this proposal
- Right of entry to conduct the assessment, including access to building interiors
- Notification of any restrictions or special requirements (such as confidentiality, scheduling, or on-site safety requirements) regarding accessing the site
- An accurate legal description and/or a diagram of the site such as a surveyor’s plat map or scaled architect’s drawing (if such diagrams exist)

- Current site owner, property manager, occupant information (including tenant list), and contact information for persons knowledgeable about the site history including current and historical use of hazardous substances and petroleum products on site (e.g., names, phone numbers, etc.)
- Copies of environmental reports, permits and registrations, and geotechnical reports that were previously prepared for the site
- Information relating to known or suspect environmental conditions at the site, including commonly known or reasonable ascertainable information within the local community about the site that is material to RECs in connection with the site
- Information about environmental liens and activity and use limitations for the site, if any
- Specialized knowledge or experience that is material to RECs in connection with the site, if any
- Knowledge that the purchase price of the site is significantly less than the purchase price of comparable properties
- Land title records

Please note that requested regulatory files or other information may not be provided to Terracon by the issuance date of the report. Consideration of information not received by the issuance date of the report is beyond the scope of this ESA.

2.5 Reliance

The ESA report will be prepared for the exclusive use and reliance of City of Cocoa. Reliance by any other party is prohibited without the written authorization of the client and Terracon.

If the client is aware of additional parties that will require reliance on the ESA report, the names, addresses, and relationship of these parties should be provided for Terracon approval prior to the time of authorization to proceed. Terracon may grant reliance on the ESA report to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request) and receipt of information requested in the Reliance Agreement. If, in the future, the client and Terracon consent to reliance on the ESA by a third party, Terracon may grant reliance upon receipt of a fully executed Reliance Agreement, requested information and receipt of an additional minimum fee of $350 per relying party.

Reliance on the ESA by the client and all authorized parties will be subject to the terms, conditions, and limitations stated in the Continuing Contract for Environmental Site Assessment Services between the City of Cocoa and Terracon, sections of this proposal incorporated therein, the Reliance Agreement, and ESA report. The limitation of liability defined in the

Continuing Contract for Environmental Site Assessment Services between the City of Cocoa and Terracon is the aggregate limit of Terracon's liability to the client and all relying parties.

Continued viability of the report is subject to ASTM E1527-13 Sections 4.6 and 4.8. If the ESA will be used by a different user (third party) than the user for whom the ESA was originally prepared, the third party must also satisfy the user's responsibilities in Section 6 of ASTM E1527-13.

2.6 Scope and Report Limitations

The findings and conclusions presented in the final report will be based on the site's current utilization and the information collected as discussed in this proposal. Please note that we do not warrant database or third party information (such as from interviewees) or regulatory agency information used in the compilation of reports.

Phase I ESAs, such as the one proposed for this site, are of limited scope, are noninvasive, and cannot eliminate the potential that hazardous, toxic, or petroleum substances are present or have been released at the site beyond what is identified by the limited scope of this ESA. In conducting the limited scope of services described herein, certain sources of information and public records will not be reviewed. It should be recognized that environmental concerns may be documented in public records that are not reviewed. This ESA does not include subsurface or other invasive assessments, vapor intrusion assessments or indoor air quality assessments (i.e. evaluation of the presence of vapors within a building structure), business environmental risk evaluations, or other services not particularly identified and discussed herein. No ESA can wholly eliminate uncertainty regarding the potential for RECs. The limitations herein must be considered when the user of this report formulates opinions as to risks associated with the site. No warranties, express or implied, are intended or made.

An evaluation of significant data gaps will be based on the information available at the time of report issuance, and an evaluation of information received after the report issuance date may result in an alteration of our opinions and conclusions. We have no obligation to provide information obtained or discovered by us after the date of the report, or to perform any additional services, regardless of whether the information would affect any conclusions, recommendations, or opinions in the report. This disclaimer specifically applies to any information that has not been provided by the client.

3.0 COMPENSATION

Base Phase I ESA Services	Fee
Base Phase I ESA Services - Lump Sum (see attached breakdown) (Includes items outlined in Section 2.1. Cost to contract an abstract firm to develop a chain of title or environmental lien search is not included in this fee.)	$3,300
Additional Services	**Fee**
Visual Observations for Suspect Asbestos	*
Limited Asbestos Sampling	*
Asbestos Survey (prior to renovation/demolition)	*
Visual Observations for Mold	*
Radon Records Review	*
Short-Term Radon Testing	*
Visual Observations for Suspect Lead-Based Paint	*
Limited Lead-Based Paint Sampling	*
ASTM E 2600-10 Vapor Encroachment Screening	*
Regulatory Agency File Review	*
Lead in Drinking Water Records Review	*
Limited Lead in Drinking Water Sampling	*
Wetland Records Review	*
Threatened/Endangered Species Records Review	*
Historic Properties/Archaeological Resources Review	*
Additional Services - Subtotal	$0
Base Phase I ESA Services - Lump Sum Total	**$3,300**

* Not included in the scope of services per the client's direction.

A detailed cost breakdown for this fee is included as an attachment to this Proposal. The fee is valid for 90 days from the date of this proposal and is based on the assumption that all field services will be performed under safety Level D personal protective procedures and that only one site visit will be made by Terracon personnel. The lump sum fee is based on the assumptions and conditions provided at the time of this proposal.

ATTACHMENT A - ESTIMATED COSTS
PHASE I ENVIRONMENTAL SITE ASSESSMENT
COCOA, FLORIDA
TERRACON PROPOSAL NO. PH1177174
March 7, 2017

DESCRIPTION	QTY.	RATE	UNIT	AMOUNT
BASE PHASE I ESA SERVICES				
a. Professional Geologist	2	$ 175.00	Per Hour	$350.00
b. Staff Engineer	24	$ 100.00	Per Hour	$2,400.00
c. CAD Tech	2	$ 75.00	Per Hour	$150.00
d. Clerical Support	2	$ 55.00	Per Hour	$110.00
e. Database Report	1	$ 290.00	each	$290.00
TOTAL PHASE I ESA				**$3,300.00**

CERTIFICATE OF LIABILITY INSURANCE

1/1/2018

DATE (MM/DD/YYYY): 12/15/2016

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1312893 TERRACON CONSULTANTS, INC. 1675 LEE ROAD WINTER PARK FL 32789	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : Lexington Insurance Company — 19437 INSURER B : Travelers Property Casualty Co of America — 25674 INSURER C : The Travelers Indemnity Company — 25658 INSURER D : INSURER E : INSURER F :

COVERAGES TERCO01 **CERTIFICATE NUMBER:** 13712940 **REVISION NUMBER:** XXXXXXX

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	
B	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	N	TC2J-GLSA-1118L293	1/1/2017	1/1/2018	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 $ 1,000,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** [X] ANY AUTO [X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	N	TC2J-CAP-131J3858	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE $	$ XXXXXXX $ XXXXXXX $ XXXXXXX
C C B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	TC2KUB131J374217 (AOS) TRKUB131J384617 (AZ,MA,WI) TC2KUB131J374217 (CA)	1/1/2017 1/1/2017 1/1/2017	1/1/2018 1/1/2018 1/1/2018	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	PROFESSIONAL LIABILITY	N	N	26030216	1/1/2017	1/1/2018	$1,000,000 EACH CLAIM & $1,000,000 ANNUAL AGGREGATE	

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

RE: CONTINUING SERVICES AGREEMENT. CITY OF COCOA IS AN ADDITIONAL INSURED AS RESPECTS TO GENERAL AND AUTO LIABILITY, AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

13712940
CITY OF COCOA
ATTN: SUSAN MCGRADY
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

Joseph M Agnello

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Task Order Request Form

Terracon Consultants, Inc.

Name of CSA (Continuing Service Agreement)

City Bid Number: RFQ-B-15-17-COC **Vendor:** Terracon Consultants, Inc.

Dept./Division Name: Comm Serv/Econ Dev **Requestor:** Samia Singleton Digitally signed by Samia Singleton DN: dc=org, dc=cocoafl, ou=CH, cn=Samia Singleton, email=ssingleton@cocoafl.org Date: 2017.04.24 09:41:27 -04'00' **Date:** 4/21/17

Project Number: **Title:** Redevelopment Specialist

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

AMENDMENT

Amendment to Original Task Order No. 2017-40 **Requested Amendment Amount:** $ 37,450.00

Original Task Order Amount: $ 3,300.00 **Total Revised Amount including all Amendments:** $ 40,750.00

Total number of Amendments including this one: 1

Quote/Proposal #: PH1177269 **Dated:** 4/21/17 **Amount:** $ 37,450.00

☑ Quote Attached

Nancy Bunt Digitally signed by Nancy Bunt Date: 2017.05.26 10:55:30 -04'00'

Director's Signature

Scope of Services / Justification for Amendment

Phase 2 Environmental Site Assessment (ESA) for Brevard County Parcel ID 24-36-33-80-20-2. A 0.52 acre parcel located at 6 Rosa L. Jones Blvd, owned by Deborah Slawson. This ESA involves the removal of an underground storage tank, which will require Terracon to conduct services under Task 3 and Task 5 of amendment #1 of the Continuing Services Agreement, which was approved by City Council on 5/23/2017.

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

Documentation for Good Faith Estimate Attached ☐ Yes ☑ No

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

Task Order: ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2017-40.1

Council Approval Required: ☐ Yes ☑ No

Reason Disapproved:

Date: 5/30/17 **Signature:** Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2017.05.30 10:15:21 -04'00' **Title:** Purchasing Manager

Sonja Hamilton-Suarez

Date: 5/30/17 **Signature:** John A. Titkanich Digitally signed by John A. Titkanich Date: 2017.05.30 21:47:11 -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 to Procurement Card Coordinator (PCC).**
3) **PCC: assign a Task Order No. and forward everything to Purchasing Manager.**
4) **Purchasing Manager: review and approve and forward to PCC who will forward it to City Manager if it's under $50K.**
5) **City Manager: review all documents (if under $50K), approve and forward to PCC.**
6) **PCC: log the task order in the database and forward to Requestor and Department Director. All Task Orders over $50K will be sent back to Requestor to take to Council.**

April 21, 2017

Ms. Samia Singleton
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Telephone: (321) 433-8577
E-mail: ssingleton@cocoafl.org

RE: Proposal for Phase II Environmental Site Assessment
Rosa L Jones Drive
6 Rosa L Jones Drive
Cocoa, Brevard County, Florida
Terracon Proposal No. PH1177269

Dear Ms. Singleton:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to City of Cocoa (client) to provide a Phase II Environmental Site Assessment (ESA) of the above-referenced site and identified as Brevard County Property Appraiser parcel # 24-36-33-80-20-2.

The terms, conditions, and limitations stated in the Continuing Contract for Environmental Site Assessment Services between the City of Cocoa and Terracon and sections of this proposal incorporated therein shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within 90 days from the proposal date.

SCOPE OF SERVICES

This scope presents the budgetary estimate for the Phase II ESA work to be detailed in a Site Specific Quality Assurance Project Plan (SSQAPP). This budgetary estimate for the Phase II ESA includes laboratory, field staff and equipment, reporting and project management fees.

The objective of the proposed assessment is to evaluate potential adverse impacts to the soil and groundwater at the site from potential contamination associated with the following recognized environmental conditions (RECs) identified in Terracon's *Phase I ESA* dated April 7, 2017:

- Potential discharge of embalming fluids associated with historical embalming operations that may have been conducted at the site.
- Potential undetected or unreported discharge associated with the 1,000-gallon unleaded gasoline underground storage tank (UST) formerly operated at the site by Wylie-Baxley Funeral Home.
- Potential unreported discharges associated with the gasoline tank formerly located at the south-adjacent and up-gradient property in the 1930s.
- Arsenical-herbicide application may have occurred at the former railroad operated adjoining to the east of the site from at least 1919 until the 1950s and residual arsenic may remain in soils surrounding the former railroad track corridor.

On April 20, 2017, Terracon's Pollutant Storage System Contractor (PSSC) measured the depth of the bottom of the UST, the filling port of which was observed by Terracon during the previous Phase I ESA. The bottom of the UST was measured at a depth of approximately 7 feet below ground surface (bgs). Approximately 5 inches of what appears to be residual used oil was detected in the UST.

The contaminants of concern (COC) associated with the RECs include petroleum, embalming chemicals and arsenic. The proposed scope of work is intended to evaluate whether COC are present in select media at the specific sampling locations. The scope is not intended to provide a comprehensive understanding of the extent of potential impact, or of potential costs which may be incurred if remediation is necessary, or of time required to achieve regulatory closure, if appropriate. Based on the results of the proposed Phase II ESA, Terracon will advise the client of recommended additional investigation or consulting services, as appropriate.

Site Eligibility and EPA Reporting

Prior to completion of the tasks outlined below, a site eligibility form will be prepared and submitted to EPA for approval. Upon completion of environmental assessment activities, this project will be updated in the ACREs database as required by EPA.

Site Specific Quality Assurance Project Plan (SSQAPP)

A SSQAPP will be prepared per EPA Region 4 specifications for Quality Assurance documents. The SSQAPP will be submitted to EPA Region 4 for review and approval prior to initiating Phase II ESA activities.

Site Safety

A site-specific health and safety plan (HASP) will be prepared in conjunction with the SSQAPP. The HASP will be observed during all field-related activities. All Terracon project personnel and subcontractor personnel assigned to the project will have completed, at a minimum, required Occupational Safety and Health Administration (OSHA) training in accordance with 29 CFR Part 1910.120.

Utility Clearance
No later than 48 hours prior to intrusive activities, the public utility locator [Sunshine 811] will be contacted to arrange for underground utility locates in the proposed work area.

Task 1
GPR Survey
Terracon's subcontractor will conduct a ground penetrating radar (GPR) survey in the area of the filling port observed by Terracon during the previous Phase I ESA in order to determine the exact location and horizontal dimensions of the used oil UST associated with the filling port. Additionally, a GPR survey will be conducted along the east and west sides of the on-site building, in an attempt to identify the area, where the former 1,000-gallon unleaded gasoline UST may have been previously located.

Task 2
Soil Sampling Underneath Suspected UST
Upon completion of the GPR survey, Terracon's Pollutant Storage System Contractor (PSSC) will obtain necessary permits from the county, notify the Florida Department of Environmental Protection (FDEP) of the on-site UST removal schedule, empty and dispose of the UST content, clean the UST interior, and excavate, remove and dispose of the UST (UST capacity not to exceed 1,000 gallons). Following removal of the UST, one confirmatory soil sample will be collected from the bottom of the excavation for laboratory analysis of volatile organic compounds (VOC) by EPA Method 8260, polynuclear aromatic hydrocarbons (PAH) by EPA Method 8270, total recoverable petroleum hydrocarbons (TRPH) by the FL-PRO method and 4 RCRA Metals arsenic (As), lead (Pb), cadmium (Cd) and chromium (Cr). The excavation will be backfilled and compacted upon collection of the confirmatory soil sample from the bottom of the excavation. We understand that resurfacing of the filled excavation area is not required. Terracon will oversee the UST removal.

Task 3
Soil Sampling and Site Specific Lithology
Upon completion of the used oil UST removal activities, a Geoprobe® direct-push drill rig under the supervision of a State of Florida licensed water well contractor will be utilized to advance four soil borings in the area of the former used oil UST, three soil borings along the south boundary of the site and one soil boring along the north side of the on-site building. An additional soil boring may be advanced at a location based on either the results of the GPR survey, site observations and/or the highest likely location for the former 1,000-gallon UST. Soil samples for field screening in each boring will be collected at 1-foot depth intervals to a depth of 1 to 2 feet below the groundwater table, which is anticipated to be present at a depth of approximately 15-19 feet bgs. Soils at the borings will be screened for physical characteristics including lithology and indications of petroleum impacts such as odor, staining, discoloration and sheen, and for volatile organic vapors using an organic vapor analyzer equipped with a photo ionization detector (OVA-PID). Based on the OVA-PID screening results, as well as odors and visual observations, one soil sample may be collected in the area of the former used oil UST for laboratory analysis of VOC by EPA Method 8260, PAH by EPA Method 8270, TRPH by the FL-PRO method and four RCRA Metals. Based on the

OVA-PID screening results, as well as odors and visual observations, an additional soil sample will be collected in the area where the former 1,000-gallon unleaded gasoline UST might have been previously located (the area to be determined based on site observations and/or results of the GPR survey) for laboratory analysis of VOC by EPA Method 8260, PAH by EPA Method 8270 and TRPH by the FL-PRO method.

Additionally, soil samples for evaluation of potential arsenic impacts will be collected at depths of approximately 0 to 6 inches bgs, 6 to 24 inches bgs and 24 to 48 inches bgs at four locations along the east boundary of the site (a total of twelve soil samples in all) for laboratory analysis of arsenic concentration by EPA Method 6010.

Task 4

Groundwater Sampling and Analysis

Following removal of the used oil UST and backfill/compaction of the excavation, Terracon will install a temporary monitoring well at the former UST location to evaluate potential impacts associated with the UST to the groundwater. In order to evaluate the shallow groundwater at the site for potential migration of impacts attributed to the previous off-site gasoline tank adjacent south of the site, the three soil borings along the south boundary of the site will be converted into three shallow temporary groundwater monitoring wells. One shallow temporary groundwater monitoring well will be installed along the north side of the on-site building to evaluate potential discharge of embalming fluids associated with historical embalming operations that may have been conducted at the site. An additional shallow temporary well will be installed in the area where the former 1,000-gallon unleaded gasoline UST might have been previously located (the area to be determined based on site observations and/or results of the GPR survey).

The shallow temporary groundwater monitor wells will be installed so that the 10-foot screen section intersects the water table estimated to be at 15-19 feet bgs.

The temporary groundwater monitor wells will be constructed as follows:

- Installation of 1-inch diameter monitor wells; a 10-foot section of 0.006-inch slotted screen with a 30/65 sand filter pack in the annulus of the borehole;
- Installation of 1-inch diameter, threaded, flush-joint PVC riser pipe to surface;
- Installation of a fine sand seal in the annulus above the top of the screen.

The temporary groundwater monitoring wells will be developed. Field parameters consisting of turbidity, dissolved oxygen, temperature, pH, and specific conductance will be recorded during purging. The development/purge water generated during the monitoring well sampling activities will be spread on the on-site paved parking areas to evaporate. Groundwater samples collected from all the temporary monitoring wells will be submitted for laboratory analysis of VOC by EPA Method 8260, PAH by EPA Method 8270 and TRPH by the FL-PRO method. Additionally, the groundwater sample collected from the temporary monitoring well installed in the center of the backfilled used oil UST excavation will be submitted for laboratory analysis of 4 RCRA Metals,

methanol and ethanol by EPA Method 8015, phenols by EPA Method 8270D AE and formaldehyde by EPA Method 8315 and from the temporary monitoring well installed along the north side of the on-site building will be have the groundwater sample submitted for laboratory analysis of methanol and ethanol by EPA Method 8015, phenols by EPA Method 8270D AE and formaldehyde by EPA Method 8315. The temporary monitoring wells will be removed subsequent to collection of the groundwater samples and the boreholes will be backfilled and patched with asphalt.

Laboratory Analytical Program

The soil and groundwater samples collected during the investigation will be analyzed on a standard turnaround time basis (5-7 business days). The laboratory analytical program will include the following:

Analysis	REC	Sample Type	No. of Samples	Method
VOC, PAH and TRPH	Potential undetected or unreported discharge associated with the 1,000-gallon unleaded gasoline UST formerly operated at the site by Wylie-Baxley Funeral Home. Potential undetected or unreported discharge associated with the on-site used oil UST	Soil	3	EPA Method 8260 /EPA Method 8270/ and FL PRO
4 RCRA Metals	Potential undetected or unreported discharge associated with the on-site used oil UST	Soil	2	EPA Method 6010
Arsenic	Arsenical-herbicide application may have occurred at the former railroad operated adjoining to the east of the site from at least 1919 until the 1950s and residual arsenic may remain in soils surrounding the former railroad track corridor.	Soil	12	EPA Method 6010
VOC, PAH, TRPH and EDB	Potential undetected or unreported discharge associated with the 1,000-gallon unleaded gasoline UST formerly operated at the site by Wylie-Baxley Funeral Home. Potential unreported discharges associated with the gasoline tank formerly located at the south-adjacent and up-gradient property in the 1930s. Potential undetected or unreported discharge associated with the on-site used oil UST	Groundwater	6	EPA Method 8260 /EPA Method 8270/ and FL PRO
4 RCRA Metals	Potential undetected or unreported discharge associated with the on-site used oil UST	Groundwater	1	EPA Method 6010

Analysis	REC	Sample Type	No. of Samples	Method
methanol and ethanol, phenols and formaldehyde	Potential discharge of embalming fluids associated with historical embalming operations that may have been conducted at the site.	Groundwater	2	EPA Method 8015/ EPA Method 8270D AE / EPA Method 8315
VOC	Trip Blank	Water	1	EPA Method 8260

VOC = Volatile Organic Compounds
PAH = Polynuclear Aromatic Hydrocarbons
TRPH = Total Recoverable Petroleum Hydrocarbons

Report

Upon completion of site activities, Terracon will prepare a Phase II ESA report discussing the work conducted, comparison of analytical results to Florida's cleanup target levels listed in Chapter 62-777, Florida Administrative Code, QA/QC, results of the investigation and recommendations.

FEES

Total cost for these activities is **$37,450.00**. A detailed cost breakdown is attached to this Proposal. This estimate will not be exceeded without prior authorization by the City of Cocoa.

Findings, conclusions and recommendations resulting from these services will be based upon information derived from on-site activities and other services performed under this scope of work; such information is subject to change over time. Certain indicators of the presence of hazardous substances, petroleum products, or other constituents may have been latent, inaccessible, unobservable, nondetectable or not present during these services, and we cannot represent that the site contains no hazardous substances, toxic substances, petroleum products, or other latent conditions beyond those identified during this investigation. Subsurface conditions may vary from those encountered at specific borings or wells or during other surveys, tests, assessments, investigations or exploratory services; the data, interpretations, findings and our recommendations are based solely upon data obtained at the time and within the scope of these services. Upon approval of the SSQAPP by EPA (estimated within 30 days), site assessment activities and reporting will take approximately 30-60 days to complete.

If this proposal is acceptable, please sign in the space provided below, and return one copy to us in order to provide us with formal authorization to proceed. Terms and conditions are as stated in our *Continuing Services Agreement* with the City of Cocoa, dated October 1, 2015.

If you have any questions, please contact us at your earliest convenience.

Sincerely,
TERRACON CONSULTANTS, INC.

Mtp for
Mark Mulligan, P.G.
Terracon Technical Project Manager

Igor Karimov
Field Team Leader

John Brown for
Belinda S. Richard
Contract Manager

Attachments Cost Breakdown
Exhibit 2 Site Diagram

Accepted By:

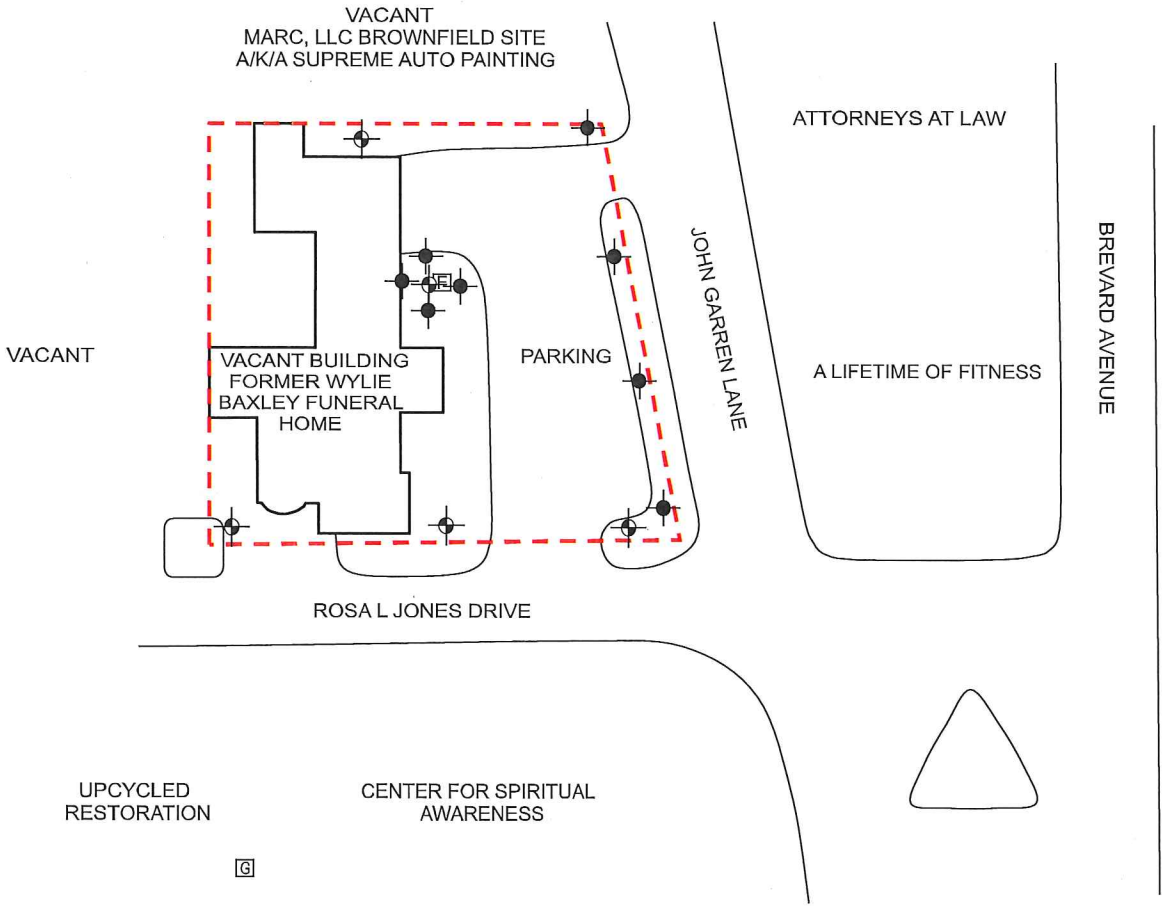
John Titkanich
Name

4/25/17
Date

John Titkanich, Jr., AICP, ICMA-CM

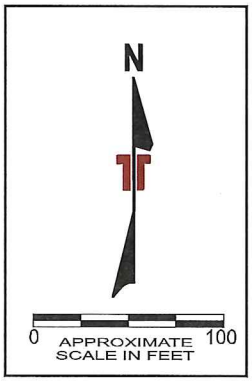
ATTACHMENT A - ESTIMATED COSTS
PHASE II ENVIRONMENTAL SITE ASSESSMENT
COCOA, FLORIDA
TERRACON PROPOSAL NO. PH1177269
April 21, 2017

DESCRIPTION	QTY.	RATE	UNIT	AMOUNT
SITE ELIGIBILITY AND EPA REPORTING				
a. Staff Engineer	3.5	$ 100.00	Per Hour	$350.00
	SUBTOTAL			**$350.00**
SITE SPECIFIC QAPP DOCUMENT / HEALTH & SAFETY PLAN				
a. Professional Geologist	4	$ 175.00	Per Hour	$700.00
b. Staff Engineer	23.5	$ 100.00	Per Hour	$2,350.00
c. CAD Technician	2	$ 75.00	Per Hour	$150.00
	SUBTOTAL			**$3,200.00**
FIELD WORK				
a. Staff Engineer	40	$ 100.00	Per Hour	$4,000.00
b. Field Equipment	1	$ 500.00	Each	$500.00
c. Geoprobe Drill Rig (soil borings & well installation)	2	$ 2,850.00	Each	$5,700.00
	SUBTOTAL			**$10,200.00**
ANALYTICAL				
a. Southern Research Laboratories	1	$ 4,800.00	Each	$4,800.00
	SUBTOTAL			**$4,800.00**
GPR SURVEY				
a. GPR survey	1	$ 2,500.00	Each	$2,500.00
	SUBTOTAL			**$2,500.00**
UST Removal				
a. UST Removal	1	$ 12,500.00	Each	$12,500.00
	SUBTOTAL			**$12,500.00**
TERRACON REPORT PREPARATION				
a. Professional Geologist	2	$ 175.00	Per Hour	$350.00
b. Staff Engineer	15	$ 100.00	Per Hour	$1,500.00
c. CADD Technician	2	$ 75.00	Per Hour	$150.00
	SUBTOTAL			**$2,000.00**
TERRACON PROJECT MANAGEMENT AND QA/QC				
a. Professional Geologist	4	$ 175.00	Per Hour	$700.00
b. Staff Engineer	12	$ 100.00	Per Hour	$1,200.00
	SUBTOTAL			**$1,900.00**
TOTAL PHASE II ESA ESTIMATE				**$37,450.00**



LEGEND

- SITE BOUNDARY
- F - APPARENT FUELING PORT
- G - FORMER GASOLINE TANK IDENTIFIED ON 1930 SANBORN MAP
- PROPOSED SOIL BORING
- PROPOSED TEMPORARY MONITORING WELL
- PROPOSED SOIL BORING/TEMPORARY MONITORING WELL



THIS DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

Project Mngr: IIK Drawn By: IIK Checked By: MWM Approved By: MWM	Project No. PH1177269 Scale: AS SHOWN File No. PH1177269 Date: April 2017	Terracon Consulting Engineers and Scientists 1675 LEE ROAD WINTER PARK, FLORIDA 32789 PH: (407) 740-6110 FAX: (407) 740-6112	SITE DIAGRAM ROSA L JONES DRIVE 6 ROSA L JONES DRIVE COCOA, BREVARD COUNTY, FLORIDA	EXHIBIT 2

CERTIFICATE OF LIABILITY INSURANCE

1/1/2018

DATE (MM/DD/YYYY): 12/15/2016

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

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

PRODUCER: Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1312893 TERRACON CONSULTANTS, INC. 1675 LEE ROAD WINTER PARK FL 32789	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Lexington Insurance Company 19437 INSURER B : Travelers Property Casualty Co of America 25674 INSURER C : The Travelers Indemnity Company 25658 INSURER D : INSURER E : INSURER F :

COVERAGES TERCO01 **CERTIFICATE NUMBER:** 13712940 **REVISION NUMBER:** XXXXXXX

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	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	N	TC2J-GLSA-1118L293	1/1/2017	1/1/2018	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 $ 1,000,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	N	TC2J-CAP-131J3858	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE $	$ XXXXXXX $ XXXXXXX $ XXXXXXX
C C B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N	TC2KUB131J374217 (AOS) TRKUB131J384617 (AZ,MA,WI) TC2KUB131J374217 (CA)	1/1/2017 1/1/2017 1/1/2017	1/1/2018 1/1/2018 1/1/2018	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	PROFESSIONAL LIABILITY	N	N	26030216	1/1/2017	1/1/2018	$1,000,000 EACH CLAIM & $1,000,000 ANNUAL AGGREGATE	

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

RE: CONTINUING SERVICES AGREEMENT. CITY OF COCOA IS AN ADDITIONAL INSURED AS RESPECTS TO GENERAL AND AUTO LIABILITY, AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

13712940
CITY OF COCOA
ATTN: SUSAN MCGRADY
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

Joseph M Agnello

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Legislation Details (With Text)

File #:	17-494	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Multi-Year Contract
File created:	11/7/2017			**In control:**	City Council
On agenda:	11/14/2017			**Final action:**	
Title:	Pursuant to the TCR/SJR Project Permitting Agreement: (1) Authorize the City Manager to negotiate and execute a multi-year agreement with Mark Farrell of WRA to serve as the City's Project Manager in a form approved by the City Attorney and Utilities Director; (2) Approve a multi-year special counsel legal services agreement with Ed de la Parte of de la Parte & Gilbert, P.A. to assist with obtaining all required water and environmental permits. Adopt Resolution waiving competitive bid process. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution Wiaver of Competitive Bid 17-11-03 EPD Legal Representation Ltr to A Garganese re TCR-SJRWMD Supply Project Permitting				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 7, 2017
Agenda Date: November 14, 2017
Prepared By: Anthony A. Garganese, City Attorney
Through: John "Jack" Walsh, P.E., Utilities Director
Requested Action:
Pursuant to the TCR/SJR Project Permitting Agreement: (1) Authorize the City Manager to negotiate and execute a multi-year agreement with Mark Farrell of WRA to serve as the City's Project Manager in a form approved by the City Attorney and Utilities Director; (2) Approve a multi-year special counsel legal services agreement with Ed de la Parte of de la Parte & Gilbert, P.A. to assist with obtaining all required water and environmental permits. Adopt Resolution waiving competitive bid process.

BACKGROUND:

On August 22, 2017, the City Council approved participation in the Taylor Creek Reservoir/St. Johns River Water Supply Project (WS0919), and authorized execution of all project documents. All other water suppliers have likewise approved the Agreements and the Agreements became effective on November 1, 2017.

Initially, the parties must pursue a joint consumptive use permit and other applicable environmental permits pursuant to the terms and conditions of the Permitting Agreement. Under the Permitting Agreement, the City of Cocoa serves as the Project Administrator responsible for coordinating and managing the permit phase of the Project. As one of the first orders of business, the Permitting

Agreement requires the City of Cocoa to appoint a Project Manager who will be responsible for managing the Project Administrator's numerous responsibilities under the Permitting Agreement including, but not limited to, assisting with managing technical consultants selected by the water suppliers, coordinating efforts with the water suppliers, and handling numerous other administrative responsibilities.

The City staff desires to designate Mark Farrell of WRA Engineering to serve as the Project Manager. Mr. Farrell assisted the City in the five and half year (5 ½ year) TCR Mediation process under which the Permitting and other Project Agreements were negotiated and approved, and is very familiar with the Project and the consumptive use and environmental permitting process. His familiarity with the Project makes him uniquely qualified to serve in the role of Project Manager, which should make the transition into the implementation phase seamless.

At the time this Agenda Item was being prepared, a contract with Mr. Farrell was in the process of being prepared. As such, in furtherance of time and the necessity of promptly commencing the implementation of the Permitting Agreement, City staff is requesting that the City Manager be authorized to negotiate and execute the contract with Mr. Farrell in consultation with the City Attorney and Utilities Director.

In addition, the Permitting Agreement requires the water suppliers and the City of Cocoa to seek a joint consumptive use permit and several related environmental permits. The City of Cocoa will require special legal counsel to assist the City and the other water suppliers with obtaining the permits. Attorney Ed de la Parte is one of the leading water and environmental permit lawyers in the State of Florida. Mr. de la Parte also previously represented the City of Cocoa in the early 1990s when the City was initially seeking a consumptive use permit to withdraw surface water from Taylor Creek Reservoir. He was instrumental in negotiating the 1993 Settlement Agreement between the City of Cocoa and Deseret Ranches which provided the City with the rights to use Taylor Creek Reservoir. Mr. de la Parte also represents OUC and participated in the TCR mediation proceeding. Although Mr. de la Parte also represents OUC, Mr. de la Parte and the City Attorney do not anticipate a conflict of interest because OUC and the City of Cocoa share a common interest in obtaining the permits under the Permitting Agreement. The City Attorney recommends Mr. de la Parte be retained to serve as special counsel to the City of Cocoa under the Permitting Agreement because of his proven experience in water law and his familiarity with the City of Cocoa, Taylor Creek Reservoir and the Permitting Agreement. Mr. de la Parte is uniquely qualified to provide the very specialized legal services required by the City.

Pursuant to Section 15.4 of the City's Financial Operations Manual, the City Council has the discretion to waive competitive bidding for the procurement of professional services not otherwise subject to the requirements of Section 287.055, Florida Statutes (CCNA). City staff recommends waiver of competitive bidding requirements for the aforesaid contracts because both Mr. Farrell and Mr. de la Parte are uniquely qualified to provide their respective professional services especially given their numerous years of institutional knowledge regarding this unique and very important regional project.

City staff is estimating that the Permitting Phase of the TCR/SJR Project could take 3 to 5 years to complete. Therefore, the aforesaid agreements are considered multi-year agreements.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

When the City Council approved the Taylor Creek Reservoir/St. Johns River Water Supply Project (WS0919) agreement on August 22, 2017, the City Council authorized an initial budget allocation of $100,000 for the FY 2018 budget for related professional services under account number 421-4010-536.31-00 WS0919.

The aforesaid allocation is sufficient to initially support the commencement of these two contracts, but the Finance and the Utilities Departments are also in the process of establishing an accounting system to track the consultant contracts and costs associated with the Project and the City of Cocoa's role as Project Administrator. Additional budget adjustments will be made in the future once the system has been finalized by staff.

PREVIOUS ACTION:

On August 22, 2017, the City Council approved the City's participation in the Taylor Creek Reservoir/St. Johns River Water Supply Project (WS0919).

RECOMMENDED MOTION:

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

David M. Caldevilla
Edward P. de la Parte, Jr.
Richard A. Gilbert
Donald C. Greiwe

de la Parte & Gilbert, P.A.
ATTORNEYS AT LAW
40 1975 - 2015

Patrick J. McNamara
Kristin Y. Melton
Nicolas Q. Porter

Louis A. de la Parte, Jr.
Founder (1929-2008)

November 3, 2017

Via U.S. Mail and Email

Mr. Anthony A. Garganese, Esq.
City Attorney
City of Cocoa
111 N. Orange Avenue
Suite 2000
Orlando, FL 32801
agarganese@orlandolaw.net

Re: **Legal Representation – Taylor Creek Reservoir/St. Johns River Water Supply Project Permitting Agreement**

Dear Mr. Garganese,

This letter will serve to confirm that the City of Cocoa (the "Client") has retained de la Parte & Gilbert, P.A. (the "Firm") to provide legal services in support of the Taylor Creek Reservoir/St. Johns River Water Supply Project Permitting Agreement ("Permitting Agreement"), a copy of which is attached as **Exhibit A**. The terms of our representation are contained in this letter. Please have Client acknowledge its acceptance of those terms by having the letter executed, where indicated below, and returning the signed original to me. Please keep a copy of the signed letter for your files.

I will be primarily responsible for this legal representation. I will be involved as necessary to ensure that work is performed to the Client's satisfaction. We will associate other lawyers, law clerks and paralegals in the Firm to assist us in representing the interests of the Client, as we deem appropriate In exchange for our work, the Client shall pay the Firm for its services at a discounted hourly rate, as follows:

Attorney	*Discounted Rate*
Edward de la Parte, Jr.	$295.00
Patrick J. McNamara	$295.00
David Caldevilla	$295.00
Nicolas Q. Porter	$265.00
Kristin Y. Melton	$220.00
Donald Griewe	$195.00

The Firm will limit the use of its own paralegals and any work so performed will not be billed beyond an hourly rate of $110.00. Upon written request of the Firm, the aforesaid rates for legal services may be periodically adjusted by mutual written agreement.

It is difficult to keep exact time records for relatively brief services rendered during the Firm's representation such as telephone calls or reviewing incoming and brief correspondence. Experience indicates no matter how brief the telephone call or short the correspondence, the Firm's involvement requires a minimum of one tenth of an hour or more due to the interruptive nature of the services. Accordingly, the Client will be billed in tenth of an hour increments for the greater of the actual time expended, with a minimum entry for the task of one tenth of an hour.

As you know, the Firm has a long standing attorney-client relationship with the Orlando Utilities Commission ("OUC") regarding water resource issues. OUC has consented to the above-referenced legal services as it is a party to the Permitting Agreement and at present has a common interest in services to be provided by the Firm. However, it is possible that a conflict will arise in the future between OUC and Client regarding this or other matters. In such event, since OUC is a client of the Firm, I would be required to cease work for the Client. Furthermore, such a conflict would require the Firm to withdraw from work under this engagement letter. If this occurs, I will notify you in writing as soon as I am aware of the conflict. By executing this engagement letter, the Client knowingly gives its informed consent to these terms after considering the advice of yourself, as the Client's independent legal counsel.

To protect our relationship and to comply with professional obligations, the Firm has addressed the potential conflict of interest with OUC above and we have determined that, apart from OUC, we are unaware of any other potential conflict of interest. The Client agrees to inform us of any additional potential conflicts of interest which it may discover during the course of our engagement. It is understood that the Firm may accept the representation of other persons, government entities and companies in other matters whose general interest may be adverse to the Client so long as there is no actual and direct conflict of interest in the Firm doing so. If future conflicts develop, which we are unable to resolve, either the Firm or the Client may terminate this engagement on reasonable written notice, subject to the Client's obligation to pay the Firm according to the terms of this agreement and to any obligations of the Firm to first obtain court approval to do so.

In addition to the compensation described above, the Client shall reimburse the Firm for all costs and expenses incurred in the course of the representation. Chargeable costs include, without limitation, expenses, disbursements and associated administrative charges for document duplication (30¢ per black and white page and 50¢ per color page), telefacsimiles ($1 per page), Westlaw or other computer assisted legal research (calculated on either a per minute or per search basis), E-Discovery/Case Management solutions, mileage (maximum permitted by state law) and reimbursement of taxes, travel, fees paid to experts, court reporters and other third parties, filing fees, recording fees, certification fees, registration fees,

postage charges, overnight delivery charges, courier and messenger charges, and any other costs necessitated by the Firm's representation of the Client.

The Firm and Client recognize that Client may receive the benefit of some economies of scale from the Firm's representation of OUC's and Client's common interests under the Permit Agreement. Further, if the Firm is selected as lead counsel for the Water Suppliers under the Permitting Agreement, the Firm's invoices may be subject to cost sharing by the Water Suppliers under Section 6.1 of the Permitting Agreement. In which case, Client, as the Project Administrator under the Permitting Agreement, will allocate the Firm's invoices to the Water Suppliers according to the Permitting Agreement and payment of said invoices shall be subject to the terms and conditions of the Permitting Agreement.

Therefore, for invoicing purposes, the Firm will: (i) identify and separately allocate time devoted to the representation of only the Client's and OUC's common interests under the Permitting Agreement; (ii) identify and separately allocate time devoted to the representation of the Water Suppliers as lead counsel under the direction of Client as the Project Administrator under the Permitting Agreement; and, (iii) identify and separately allocate time devoted to OUC's independent interests and Cocoa's independent interests under the Permitting Agreement. For time allocated representing only the Client's and OUC's common interests under the Permitting Agreement, the Firm will invoice OUC for fifty (50%) percent of its fees and the Firm will invoice the Client for fifty (50%) percent of its fees. For time allocated representing the Water Suppliers as lead counsel, under the direction of the Project Administrator under the Permitting Agreement, the Firm will invoice the Client, as Project Administrator, and payment to the Firm shall be allocated to the Water Suppliers in accordance with the Water Suppliers' cost share percentages in Section 6.1 of the Permitting Agreement. For time allocated representing OUC's independent interests under the Permitting Agreement, the Firm will only invoice OUC for that time and for time allocated representing Cocoa's independent interests under the Permitting Agreement, the Firm will only invoice Cocoa for that time. Any costs and expenses incurred by the Firm under this Agreement shall be accounted for in the same manner.

Unless the Client advises otherwise in writing, all billing shall be transmitted to the Client through the City Attorney at the address stated above. Invoices will be monthly, together with any costs and expenses incurred. You agree to carefully examine each invoice rendered within ten (10) days after receipt and advise me thereafter in writing of any questions or discrepancies or objections which have after reviewing the invoice. Payment of the invoice by the Client or, or failure to object to the invoice in writing within thirty (30) days of each invoice, will be deemed acceptance by the Client of the work performed and the appropriateness of the invoice. Unless the invoice is objected in writing, payment is due within thirty (30) days of the invoice date. In the event that any invoice is not paid within thirty (30) days, then a late charge of one and one-half (1½%) percent is payable on demand for any statement balance that is not paid within thirty (30) days after the date of the invoice.

If a collection action or any other litigation arises regarding this Agreement, venue will be in Brevard County, Florida and the parties hereby waive their right to a jury trial. However, before any litigation is filed, the parties agree to negotiate in good faith to resolve the dispute and, if negotiations fail, then the parties shall mediate the dispute with a mutually agreed to certified mediator. The cost of the mediator shall be evenly split between the parties.

Further, the Firm reserves the right to forward large cost statements directly to the Client for payment in order to save paperwork and time. You will be required to pay these statements directly to the vendor and your failure to pay these statements according to the schedule described above will subject the Client to the same late charges and attorney's fees, as if they had been paid directly by the Firm.

The Client may, on written notice to the Firm, terminate this agreement at any stage of the Firm's services, with or without cause. The Firm may terminate this agreement with or without cause at any stage of its services, subject to reasonable written notice to the Client. It is further agreed that the Firm may cease work upon the matter and may, after reasonable notification to the Client, withdraw from providing legal services if the Firm's monthly invoices or requests for deposits to the Trust Account are not being paid within thirty (30) days of the date of each invoice or request. Upon my withdrawal, the Client will be obligated to pay the attorney's fees and costs, and expenses owed to my firm for services rendered under this Agreement at the time of withdrawal, including such reasonable and necessary fees, costs, and expenses, incurred in representing the client's interests in the withdrawal process. On termination, the Client may obtain copies of any documents in the Firm's files on request.

The client agrees that the Firm shall have a charging and an equitable lien against all sums of money and property deposited by the Client in this matter, if any, as security for any legal fees, costs and expenses owed by the Client to the Firm. Additionally, until paid in full, the Firm shall have a retaining lien on any papers delivered by the Client to the Firm.

We appreciate the opportunity to assist you regarding this matter and look forward to working with you and your staff regarding this challenging project. Please don't hesitate to call upon us for additional legal services in the future. If you have any questions concerning the contents of this letter, please contact me.

Sincerely Yours;

de la Parte & Gilbert, P. A.

Edward de la Parte

Edward P. de la Parte, Jr.

de la PARTE & GILBERT, P. A.
PROFESSIONAL ASSOCIATION

Enclosure

Approved and Accepted by
the City of Cocoa, Florida

_____
Date

_____
Name

_____
Title

APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

Final Signature Version

BCC Mtg. Date: August 22, 2017

TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT

PERMITTING AGREEMENT

This **TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT PERMITTING AGREEMENT** (Agreement) is made and entered into this ____ day of _____, 2017 among the **CITY OF COCOA**, a Florida municipal corporation ("Cocoa"), **EAST CENTRAL FLORIDA SERVICES, INC.**, a Florida corporation, ("ECFS"), **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida ("OCU"), **ORLANDO UTILITIES COMMISSION**, a statutory commission within the government of the City of Orlando, created by special act of the Florida Legislature ("OUC"), **TOHOPEKALIGA WATER AUTHORITY**, a special district created by special act of the Florida Legislature ("TWA") and **FARMLAND RESERVE, INC.**, a Utah non-profit corporation ("FRI") (collectively the "Parties" including FRI and collectively the "Water Suppliers" excluding FRI).

1. DEFINITIONS. As used in this Agreement:

1.1 "404 Permit" means that permit issued by the United States Army Corps of Engineers pursuant to Section 404 of the Clean Water Act, Pub. L. No. 92-500, as amended, 33 U.S.C. Section 1251, et seq., as may be amended or modified from time to time.

1.2 "Additional TCR/SJR Quantity" means an additional estimated 23.67 MGD to 33.67 MGD long-term annual average that would be available from TCR for public water use by blending water from the SJR with water contained in TCR to increase the yield and reliability of TCR upon completion of the TCR Levee Improvements.

1.3 "Central Florida Water Initiative" or "CFWI" means a collaborative process involving the Department of Environmental Protection, SJRWMD, SFWMD, SWFWMD, the Department of Agriculture and Consumer Services, public water

Final Signature Version

TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT

PERMITTING AGREEMENT

This **TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT PERMITTING AGREEMENT** (Agreement) is made and entered into this _____ day of _____, 2017 among the **CITY OF COCOA**, a Florida municipal corporation ("Cocoa"), **EAST CENTRAL FLORIDA SERVICES, INC.**, a Florida corporation, ("ECFS"), **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida ("OCU"), **ORLANDO UTILITIES COMMISSION**, a statutory commission within the government of the City of Orlando, created by special act of the Florida Legislature ("OUC"), **TOHOPEKALIGA WATER AUTHORITY**, a special district created by special act of the Florida Legislature ("TWA") and **FARMLAND RESERVE, INC.**, a Utah non-profit corporation ("FRI") (collectively the "Parties" including FRI and collectively the "Water Suppliers" excluding FRI).

1. DEFINITIONS. As used in this Agreement:

   1.1 "404 Permit" means that permit issued by the United States Army Corps of Engineers pursuant to Section 404 of the Clean Water Act, Pub. L. No. 92-500, as amended, 33 U.S.C. Section 1251, et seq., as may be amended or modified from time to time.

   1.2 "Additional TCR/SJR Quantity" means an additional estimated 23.67 MGD to 33.67 MGD long-term annual average that would be available from TCR for public water use by blending water from the SJR with water contained in TCR to increase the yield and reliability of TCR upon completion of the TCR Levee Improvements.

   1.3 "Central Florida Water Initiative" or "CFWI" means a collaborative process involving the Department of Environmental Protection, SJRWMD, SFWMD, SWFWMD, the Department of Agriculture and Consumer Services, public water

supply utilities and other stakeholders, as further described in section 373.0465, Florida Statutes, as it may be amended from time to time.

1.4 "CFWI Area" means all of Orange, Osceola, Polk and Seminole Counties and southern Lake County, as further described in section 373.0465, Florida Statutes, as it may be amended from time to time.

1.5 "CFWI Plan" means the then existing Regional Water Supply Plan, approved pursuant to sections 373.0465 and 373.709, Florida Statutes, as they may be amended from time to time, by the SJRWMD, SFWMD and SWFWMD for the CFWI Area.

1.6 "Confidential Information" means any documents, communications or other information disclosed to one or more Parties by another Party in furtherance of the Parties' common interest.

1.7 "Consensus" means, (a) when applied to the Procurement Committee, the unanimous consent of all the Procurement Committee Members present at a Procurement Committee meeting, which shall be recorded in the minutes of the Procurement Committee meeting and, (b) when applied to the Parties or the Water Suppliers, the unanimous consent of all the Parties or all of the Water Suppliers, which shall be recorded in a letter agreement executed by the director or executive officer of each Party or Water Supplier, if expressly required by the Agreement or, if requested by one or more Parties or Water Suppliers.

1.8 "CUP" means a consumptive use permit under chapter 373, Part II, Florida Statutes, as amended or modified from time to time.

1.9 "Dyal WTP" means that public water treatment facility, associated infrastructure, and real property rights owned by Cocoa and located off State Road 520 in east Orange County, as may be acquired, upgraded and expanded pursuant to the General Implementation Agreement or by Cocoa separately.

1.10 "Effective Date" means the date all the TCR/SJR Project Agreements are fully executed by the parties to each contract. Cocoa shall memorialize the Effective Date and shall provide a notice of the Effective Date to all the Parties.

1.11 "ERP" means an environmental resource permit under chapter 373, Part IV, Florida Statutes, amended or modified from time to time.

1.12 "Force Majeure Event" means an event not the fault of, and beyond the reasonable control of, the Party claiming excuse which makes it impossible or extremely impracticable for such Party to perform obligations imposed on it by this Agreement, by virtue of its effect on the physical facilities and their operation or employees essential to such performance. Force Majeure Events include (a) an "act of God" such as a hurricane, tornado, hail storm, drought, earthquake, flood, climatic event, earth movement, or similar catastrophic event; (b) an act of the public enemy, terrorism, sabotage, civil disturbance or similar event; (c) a strike, work stoppage, picketing or similar concerted labor action; (d) delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain Regional Permits or essential materials after diligent and timely efforts; (e) an order or regulation issued by a federal, state, regional or local regulatory agency after the Effective Date or a judgment or order entered by a federal or state court after the Effective Date; or, (f) any other action by any third party that makes it impossible or extremely impracticable for a Party to perform its obligations under this Agreement.

1.13 "General Implementation Agreement" means Taylor Creek Reservoir/St. Johns River Water Supply Project General Implementation Agreement entered into by the Parties governing the overall development and operation of the TCR/SJR Project.

1.14 "MFL" means a minimum flow or minimum level or both established by a water management district or the Florida Department of Environmental Protection pursuant to section 373.042, Florida Statutes.

1.15 "MGD" means a flow rate measured as million gallons per day.

1.16 "NEPA" means the National Environmental Policy Act.

1.17 "NPDES Permit" means that permit issued under the National Pollutant Discharge Elimination System Program pursuant to Section 402 of the Clean Water Act, Pub. L. No. 92-500, as amended by 33 U.S.C. Sections 1251 et seq., by the Department of Environmental Protection pursuant section 403.0885, Florida Statutes, as amended or modified from time to time.

1.18 "Parties" mean OCU, OUC, ECFS, TWA, Cocoa, and FRI.

1.19 "Procurement Committee" means a committee consisting of the Project Manager and the Project Representatives appointed by the Water Suppliers pursuant to Section 5.2 for the sole purpose of selecting the technical consultant to implement the Scope of Work. Upon selection of the technical consultant, the Procurement Committee shall be dissolved.

1.20 "Procurement Committee Member" means the Project Manager or a Project Representative, when acting as a member of the Procurement Committee.

1.21 "Project Administrator" means Cocoa, who is designated under this Agreement, with overall responsibility for administering and implementing the Scope of Work.

1.22 "Project Manager" means the person or alternate designated by the Project Administrator to manage the Project Administrator's responsibilities under this Agreement.

1.23 "Project Representative" means the person or alternate, who is not a Procurement Committee Member or the Project Administrator, designated by each Water Supplier to work with the Project Manager regarding the management and implementation of the Scope of Work.

1.24 "Quorum" means, as applied to the Procurement Committee, at least three Procurement Committee Members and consistent with the applicable law.

1.25 "Regional Permits" means those state and federal permits and proprietary instruments required in order to confirm that the TCR/SJR Project is in fact capable of producing the Additional TCR/SJR Quantity and to authorize construction, operation and consumptive use of water from the TCR/SJR Project. These state and federal permits and proprietary instruments and the Water Supplier(s), who will be the permittee or holder of the proprietary instrument are more specifically identified in **Exhibit A** to this Agreement.

1.26 "Scope of Work" means the activities authorized under this Agreement, as specified in Section 4.

1.27 "SFWMD" means the South Florida Water Management District.

1.28 "SJR" means the St. Johns River.

1.29 "SJRWMD" means the St. Johns River Water Management District.

1.30 "SWFWMD" means the Southwest Florida Water Management District.

1.31 "TCR" or "Taylor Creek Reservoir" means the Taylor Creek Reservoir, an impoundment created by the construction of Levee 73 (L-73) and a water control structure (S-164) as part of the Upper St. Johns River Basin portion of the Central and Southern Florida Federal Control Project and, as of the Effective Date, impounds water on land in the upper portion of Taylor Creek and Cox Creek, tributaries of the SJR and located on lands in Orange and Osceola Counties, Florida.

1.32 "TCR Levee Improvements" means structural alterations to L-73 and associated infrastructure to allow the water level in the TCR to be raised above the regulation schedule in effect as of the Effective Date.

1.33 "TCR/SJR Project" means a regional alternative water supply project withdrawing surface water from TCR and, in the future, the SJR to augment TCR for public water supply and agricultural purposes as more specifically stated in the General Implementation Agreement.

1.34 "TCR/SJR Project Agreements" mean this Agreement, the General Implementation Agreement and those other agreements identified in Section 3.2 of the General Implementation Agreement.

1.35 "TCR/SJR Project Failure" shall have the same meaning as in the General Implementation Agreement.

1.36 "TEC" means the total estimated cost to complete the Scope of Work.

2. AUTHORITY. This Agreement is entered into by the Parties under the following the authorities:

2.1 **Cocoa.** Cocoa, a Florida municipal corporation, enters into this Agreement under the authority of its home rule powers, as well as sections 166.021 and 180.02, Florida Statutes and chapter 57-1232, Law of Florida.

2.2 **OCU.** OCU, a charter county, enters into this Agreement under the authority of its home rule powers, as well as sections 125.01(1)(k)1, 125.01(1)(p), 125.01(3)(a) and 153.03(6), Florida Statutes, which authorize counties to enter into agreements with other public agencies and private corporations to accomplish goals for providing water to their customers.

2.3. **OUC.** OUC, a statutory commission within the government of the City of Orlando, created by special act of the Florida Legislature, enters into this Agreement under the authority of sections 6 and 9 of chapter 9861, Laws of Florida (1923), as amended.

2.4. **TWA.** TWA, an independent special district created by special act of the Florida Legislature, enters into this Agreement under the authority of section 10(1), chapter 2003-368, Laws of Florida.

2.5. **ECFS.** ECFS enters into this Agreement under the authority of its corporate charter.

2.6. **FRI.** FRI enters into this Agreement under the authority of its corporate charter.

3. FINDINGS. It is hereby ascertained, determined and declared that:

3.1 The TCR/SJR Project is anticipated to provide water for public water supply and agricultural purposes. The Additional TCR/SJR Quantity is anticipated to meet a portion of the future public water supply demands of the Water Suppliers.

3.2 The Additional TCR/SJR Quantity is anticipated to meet the applicable statutory mandates with respect to general infrastructure and public water supply related elements of the comprehensive plans applicable to the Water Suppliers, as well as provide economies of scale, protect the local and regional environment, and more efficiently use, preserve, address and protect valuable local and regional water resources and advance regional comprehensive planning.

4. SCOPE OF WORK. The Parties agree the activities generally authorized by this Agreement are set forth in the Scope of Work, as specified in **Exhibit B** to this Agreement. The Agreement does not include seeking Regional Permits to authorize the withdrawal of water from the TCR/SJR Project for a quantity greater than the Additional TCR/SJR Quantity. The TEC for the Scope of Work is Six Million ($6,000,000.00) Dollars.

5. ADMINISTRATION.

5.1 Cocoa shall be the Project Administrator under the terms of this Agreement. No later than thirty (30) days from the Effective Date, Cocoa shall provide, in writing to the Water Suppliers, the name, address, phone numbers, fax numbers and email addresses of its Project Manager. Cocoa may change the Project Manager

at any time immediately by providing written notice to the other Water Suppliers.

5.2 No later than thirty (30) days from the Effective Date, Cocoa, OCU, OUC, TWA and ECFS shall each provide in writing to each other the name, addresses, phone numbers, fax numbers and email addresses of their Project Representative. The Project Representative for each Water Supplier may be changed at any time immediately upon written notice to the other Water Suppliers.

5.3 The Procurement Committee shall be formed upon identification of the Project Representatives by the Water Suppliers pursuant to Section 5.1 and shall consist of the Project Representatives and the Project Manager. The Procurement Committee shall have a Chair, who will be responsible for providing all required meeting notices, preparing meeting agendas and summaries, presiding at Procurement Committee meetings and otherwise ensuring that Committee Meetings comply with the open meeting requirements of section 286.011, Florida Statutes. Cocoa's Procurement Committee Member shall serve as the Chair. The Procurement Committee shall hold meetings on a schedule and at a location determined by the Procurement Committee, as needed to facilitate the Procurement Committee's authorized decision under Section 5.4, with an agenda the Committee chair will provide prior to each meeting. Special meetings of the Procurement Committee shall be called upon written notice from the Project Manager, or upon written notice by a majority of Procurement Committee members to the Project Manager requesting a special meeting. Meeting notice, including the time and location of the meeting, and the agenda for any Procurement Committee meeting shall be provided in writing to all Procurement Committee Members, except in case of an emergency meeting. A Quorum shall be required for all Committee meetings. The Committee Members may attend by means of telephonic communication or electronic communication media employing any form of electronic communication the Procurement Committee selects to use as

allowed by law for a board subject to the open meeting requirements of section 286.011, Florida Statutes, or successor provision. The Procurement Committee Chair shall be responsible for preparing meeting minutes.

5.4 The Procurement Committee shall convene no later than sixty (60) days from the Effective Date to develop a request for proposal for one or more technical consultants, which shall be consistent with the Scope of Work and the statutes, ordinances and rules governing procurement of consultants by Cocoa. The request for proposal(s) shall be completed no later than one hundred eighty (180) days from the Effective Date. The request for proposal shall be approved by Consensus of the Procurement Committee. Once the request for proposal is approved by the Procurement Committee, the Project Manager shall implement the procurement process according to the statutes, ordinances and rules governing procurement of consultants by Cocoa, with the exception that the Procurement Committee shall select the technical consultant and Cocoa shall be required to approve a contract with the technical consultant selected by the Procurement Committee. The technical consultant shall be selected by Consensus approval of the Procurement Committee. Once the technical consultant is selected, the Project Manager shall procure and contract with the technical consultant to implement the Scope of Work. The Project Administrator shall administer the contract(s) with the technical consultant. The Committee by Consensus may change any of the deadlines specified herein for procurement of technical consultant(s).

5.5. In discharging its responsibilities the Project Administrator shall, acting through its Project Manager:

5.5.1 Defend any challenge or protest filed with regards to procurement decisions made by Cocoa pursuant to this Agreement, including the retention of outside counsel to defend the action.

5.5.2 Prepare and execute contract(s) with technical consultant(s) selected pursuant to Section 5.4 and other professional(s).

5.5.3 Manage the activities of the technical consultant(s) and other professional(s) to assure that the contract requirements are met.

5.5.4 On a monthly basis, provide the Project Representatives a detailed report, including any necessary backup documentation required by the Water Suppliers as to the status of deliverables and expenditures, including project schedules and expenditures for the next month.

5.5.5 Manage the review of interim and final deliverables.

5.5.6 Coordinate with the Water Suppliers at a mutually agreed upon frequency.

5.5.7 Initiate and process funding requests to the Water Suppliers for implementation of the Scope of Work; provided such costs requests are cumulatively less than the TEC.

5.5.8 Receive and account for funds received from the Water Suppliers.

5.5.9 Process and pay invoices from consultants and other professionals.

5.5.10 Propose amendments to the Scope of Work or TEC for review and Consensus approval by the Water Suppliers.

5.5.11 Submit or modify applications for the Regional Permits upon Consensus approval of the Water Suppliers. Respond to requests for additional information or clarification from regulatory agencies and provide information as needed to finalize the Regional Permit applications and obtain the Regional Permits upon Consensus of the Water Suppliers. The Project Manager and the Project Representatives shall jointly develop the applications for the Regional Permits and any responses to requests for additional information or clarification from regulatory agencies. Upon Consensus approval of permit application information by the Water Suppliers, the Project Administrator shall have the authority to submit the same

on behalf of the other Water Suppliers and bind the other Water Suppliers to permit information and permit requirements. The Project Administrator shall not make a decision regarding the Regional Permits except upon Consensus approval of the Water Suppliers

5.5.12 Acquire real property interests, upon Consensus approval of the Water Suppliers, in the SJR intake, raw water transmission lines, the TCR discharge structure and the TCR intake structure as needed in order to prepare and process any application for a Regional Permit and obtain any Regional Permit. Any real property interests required from FRI shall be acquired according to the process provided for in the General Implementation Agreement.

5.5.13 Communicate with regulatory agencies and other interested persons and attend meetings as needed for implementation of the Scope of Work. Project Manager shall give the Project Representatives advance notice and the opportunity to attend any such meetings.

5.5.14 Negotiate the terms of any Regional Permit or permit conditions with the regulatory agencies jointly with the Project Representatives, subject to the Consensus approval of the Water Suppliers.

5.5.15 Defend any challenge or protest filed with regards to any Regional Permit sought by the Project Administrator pursuant to this Agreement in coordination with counsel for the Water Suppliers.

5.5.16 Undertake legal actions, other than as described in Sections 5.5.1 and 5.5.15, as necessary to further the work authorized under this Agreement with the Consensus approval of the Water Suppliers.

5.5.17 Within sixty (60) days after the expiration or termination of this Agreement, whichever is applicable, the Project Administrator shall provide OCU, OUC, TWA and ECFS with an accounting of the expenditures of

funds and shall reimburse to OCU, OUC, TWA and ECFS any unexpended funds contributed by each Water Supplier.

5.6 Amendments to the Scope of Work or the TEC are subject to Consensus approval of the Water Suppliers.

5.7 Prior to submission of a new or modified application for a Regional Permit, a response to a request for additional information or clarification from a regulatory agency, acceptance of a proposed Regional Permit or permit conditions or the initiation of legal action pursuant to Section 5.5.16, the Project Manager shall confer with the Project Representatives and obtain the Consensus approval of the Water Suppliers.

6. FUNDING OF WORK.

6.1 The TEC for the Scope of Work is Six Million ($6,000,000) Dollars. The Water Suppliers agree to fund the TEC according to the cost share shown on the table set forth below. The amount of funding for each Water Supplier represents their expected share of the Additional TCR/SJR Quantity. Each Water Supplier's cost share amount of the TEC will be as follows:

Party	Percent	Cost Share Amount	Estimated Volume
Cocoa	6%	$360,000	2.17 MGD
OCU	45%	$2,700,000	15 MGD
OUC	15%	$900,000	5 MGD
TWA	4%	$240,000	1.5 MGD
ECFS	30%	$1,800,000	10 MGD
Total	100%	$6,000,000	33.67 MGD

6.2 All funds provided by the Water Suppliers shall be utilized exclusively for cost for any consultant or other professional retained by the Project Administrator on

behalf of the Water Suppliers and by Consensus of the Water Suppliers for costs incurred for work under this Agreement.

6.3 The Project Administrator shall invoice the Water Suppliers, when the Project Administrator incurs costs for work under this Agreement. The Water Suppliers shall make payments to the Project Administrator within sixty (60) days of receipt of an invoice from the Project Administrator. All payments made pursuant to this Agreement shall reference this Agreement.

6.4 The Project Manager and Project Representatives may decide to use information previously prepared by a consultant or entity employed by one or more Water Suppliers. In such case, the Water Supplier, who paid for such information shall be reimbursed or credited for the reasonable cost of such information pursuant to this Agreement by Consensus approval of the Water Suppliers.

6.5 Should some or all of the Water Suppliers receive funding for work authorized under this Agreement from any other local, state or federal funding source, said funds will be applied to the total cost specified in Section 6.1 to reduce the aggregate amount paid or to be paid by the Water Suppliers and each Water Supplier will either be reimbursed in proportion to the local, state or federal funding source applied to the total cost specified in Section 6.1 or have its remaining contribution balance reduced in proportion to the local, state or federal funding source applied to the total cost specified in Section 6.1.

7. DEVELOPMENT OF INFORMATION TO DEMONSTRATE NEED FOR WATER.

7.1 Each Water Supplier will gather and prepare information to support a demand or need for the Additional TCR/SJR Quantity for a requested CUP duration of fifty (50) years relevant to the Water Supplier's use of the Additional TCR/SJR Quantity. This information shall include consideration of conservation measures, reuse of reclaimed water and other factors typically taken into account by the SJRWMD in determining whether the criteria for issuance of a CUP have been

met. This information will be furnished to the Project Administrator. All costs of gathering, preparing and furnishing this information to the Project Manager and responding to questions raised by the SJRWMD regarding this information during the permit review process will be borne solely by the Water Supplier developing this information.

7.2 The Water Suppliers shall communicate with each other regarding their respective demand information and suggest to each other means by which such demand information could be improved, refined or made consistent to better support the permit application for the CUP to withdraw the Additional TCR/SJR Quantity or demonstrate compliance with the SJRWMD's applicable CUP criteria. However nothing in this Agreement shall be construed to authorize or empower a Water Supplier to oppose in any way demand information prepared or presented by another Water Supplier and no Water Supplier shall undertake any such opposition. This limitation includes providing adverse comments or information to the SJRWMD or information to the SJRWMD that attempts to counter the demand information of any other Water Supplier to this Agreement.

8. COOPERATION.

8.1 The Parties shall not submit any information to regulatory agencies that conflicts with information submitted by the Water Suppliers to the Project Manager pursuant to Section 7 or information submitted by the Project Manager on behalf of the Water Suppliers in support of any application for a Regional Permit.

8.2 As of the Effective Date, the SJRWMD has issued Cocoa CUP No. 2-095-50245-8 authorizing Cocoa to withdraw and use up to 8.83 MGD annual average from TCR. Cocoa owns, operates and maintains all facilities needed to withdraw up to 8.83 MGD annual average from TCR. The Parties acknowledge and agree that Cocoa CUP No. 2-095-50245-8 constitutes a presently existing legal use of water and therefore, Cocoa is not required to amend or modify CUP No. 2-095-50245-8 as part of its implementation of the TCR/SJR Project. Cocoa's withdrawal and use

of water from TCR pursuant to the authorization provided by CUP No. 2-095-50245-8 is not considered part of the TCR/SJR Project. The other Parties will respect and recognize Cocoa's right to use water from TCR pursuant to CUP No. 2-095-50245-8, and will take no action in implementing the TCR/SJR Project that interferes with or adversely affect Cocoa's right under CUP No. 2-095-50245-8. CUP No.2-095-50245-8 shall take priority over any future permits to withdraw water from TCR which may be issued in furtherance of this Agreement and the TCR/SJR Project so long as the conditions on withdrawals and the allocation of water granted under CUP 2-095-50245-8 is in existence on the Effective Date do not change unless pursuant to an amendment to this Agreement. Cocoa may seek to renew or modify CUP No. 2-095-50245-8 so long as Cocoa does not seek to increase its permitted allocation from TCR above the currently permitted 8.83 MGD annual average, or make other changes to CUP No. 2-095-50245-8 that would adversely affect the yield of the TCR/SJR Project, including ECFS' agricultural component.

8.3 It is understood by the Parties that as part of obtaining the Regional Permits for the TCR/SJR Project, it is necessary to show that the additional water withdrawn from TCR for the TCR/SJR Project will not interfere with the presently permitted use of TCR by Cocoa, as specified in Section 8.2. The Water Suppliers agree not to seek any Regional Permits that in any way would undermine Cocoa's present non-interference rights for its usage of TCR. Accordingly, as part of any Regional Permit application, data submission or hearing of any kind for the implementation of the TCR/SJR Project, the Project Administrator on behalf of the Water Suppliers will only present data demonstrating that there will not be any interference with the presently permitted use of TCR by Cocoa, as specified in Section 8.2, based on the following additional two conditions being present: (a) the TCR Levee Improvements planned by the SJRWMD are completed; and, (b) the regulation schedule for TCR is modified by the U.S. Army Corps of Engineers so that the maximum standing pool elevation of TCR is maintained at 46 feet NGVD. This

provision is premised on the continued existence of this Agreement and the other TCR/SJR Project Agreements. With respect to the Water Suppliers only, Cocoa agrees that any Regional Permits obtained under this Agreement will not interfere with the presently permitted use of TCR by Cocoa, as specified in Section 8.2. If there is a TCR/SJR Project Failure after issuance of one or more Regional Permits, the Parties agree that such Regional Permits shall not constitute any type of legal precedent that the withdrawal of water from TCR will not adversely impact the presently permitted use of TCR by Cocoa, as specified in Section 8.2. The Parties further agree that no third party, including, but not limited to any Water Supplier that has withdrawn from this Agreement, may rely upon this Agreement or any other TCR/SJR Project Agreement or the issuance of any Regional Permit, as legal precedent that the withdrawal of water from TCR will not interfere with the presently permitted use of TCR by Cocoa, as specified in Section 8.2.

8.4 The Water Suppliers shall not submit a CUP application or otherwise seek a new or modified CUP to withdraw and use water from TCR or the SJR, other than Cocoa's, OUC's and ECFS' pending application for CUP 2-009-125333-1, OCU's pending application for CUP No. 2-095-119798-1 and ECFS' pending applications for CUP Nos. 2-095-115794-1 and 2-097-118375-1, which conflict with the commitment of the Water Suppliers pursuant to this Agreement to seek a joint CUP on behalf of the Water Suppliers authorizing the Additional TCR/SJR Quantity. This requirement does not prohibit Cocoa from seeking modification, renewal or extension of CUP No. 2-095-50245-8, as specified in Section 8.2.

8.5 Cocoa, OUC and ECFS shall place its pending application for CUP 2-009-125333-1 in abeyance on the Effective Date pending final agency action on a single, joint CUP filed by the Water Suppliers with SJRWMD for the Additional TCR/SJR Quantity.

8.5.1 Upon final agency action resulting in issuance of a single, joint CUP by the SJRWMD to the Water Suppliers for the Additional TCR/SJR Quantity, Cocoa, OUC and ECFS shall withdraw their application for CUP No. 2-009-125333-1.

8.5.2 Upon final agency action resulting in denial of a single, joint CUP by SJRWMD to the Water Suppliers or issuance of a single, joint CUP for less than the Additional TCR/SJR Quantity, Cocoa, OUC and ECFS will follow the process set forth in Section 6.4 of the General Implementation Agreement. If Cocoa, OUC and ECFS decide to withdraw from this Agreement and the General Implementation Agreement or should this Agreement and the General Implementation Agreement terminate, then Cocoa, OUC and ECFS will be free to pursue issuance of their pending application for CUP 2-009-125333-1.

8.6. OCU shall place its pending permit application for CUP No. 2-095-119798-1 in abeyance on the Effective Date pending final agency action on a single, joint CUP filed by the Water Suppliers with SJRWMD for the Additional TCR/SJR Quantity.

8.6.1 Upon final agency action resulting in issuance of a single, joint CUP by the SJRWMD to the Water Suppliers for the Additional TCR/SJR Quantity, OCU shall withdraw its application for CUP No. 2-095-119798-1.

8.6.2 Upon final agency action resulting in denial of a single, joint CUP by SJRWMD to the Water Suppliers or issuance of a single, joint CUP for less than the Additional TCR/SJR Quantity, OCU will follow the process set forth in Section 6.4 of the General Implementation Agreement. If OCU decides to withdraw from this Agreement and the General Implementation Agreement or should this Agreement and the General Implementation Agreement terminate, then OCU will be free to pursue issuance of its pending application for CUP 2-095-119798-1.

8.7 ECFS shall place its pending applications for CUP Nos. 2-095-115794-1 and 2-097-118375-1 in abeyance on the Effective Date pending final agency action on a single, joint CUP filed by the Water Suppliers with SJRWMD for the Additional SJR/TCR Quantity. ECFS may submit information to the SJRWMD indicating its desire that CUP No. 2-095-115794-1 and 2-097-118375-1 be issued simultaneously with, or following issuance of, a single, joint CUP to the Water Suppliers for the Additional SJR/TCR Quantity. ECFS may also request the SJRWMD modify any application or proposed agency action for CUP Nos. 2-095-115794-1 and 2-097-118375-1 to have these CUPs issued for a combined volume of up to 8 MGD, annual average, and a duration commensurate with the duration of the single, joint CUP to the Water Suppliers for the Additional SJR/TCR Quantity. Regardless of when the single, joint CUP and CUP Nos. 2-095-115794-1 and 2-097-118375-1 are issued, the Parties shall treat all three permits as having been simultaneously issued for purposes of determining their existing legal use status. The other Water Suppliers shall not object to or oppose ECFS' requests or directions regarding CUP Nos. 2-095-115794 and 2-097-118375-1 allowed under this Agreement. Nothing in this Agreement shall prevent ECFS from applying for and obtaining temporary CUPs for a quantity not exceeding 8 MGD annual average from TCR for agricultural water use and the other Water Suppliers shall not hinder or oppose any applications for temporary CUPs obtained by ECFS for a quantity not exceeding 8 MGD annual average from TCR for agricultural water use prior to issuance of a single, joint CUP by the SJRWMD to the Water Suppliers for the Additional SJR/TCR Quantity.

8.7.1 Upon a notice of intent to issue a permit or similar declaration of forthcoming final agency action resulting in issuance of a single, joint CUP by the SJRWMD to the Water Suppliers for the Additional TCR/SJR Quantity, OCU and TWA agree to take such actions in the administrative case proceedings identified by State of Florida Division of Administrative Hearings (DOAH) Case No. 11-003968 and SJRWMD File of Record No. 2011-48 as

necessary to allow ECFS, at its election, to obtain CUP No. 2-097-118375-1 simultaneously with, or following issuance of the single, joint CUP to the Water Suppliers for the Additional SJR/TCR Quantity and for a duration corresponding to the single joint CUP.

8.7.2 Upon final agency action resulting in denial of a single, joint CUP by SJRWMD to the Water Suppliers or issuance of a single, joint CUP for less than the Additional TCR/SJR Quantity, ECFS, OCU and TWA will follow the process set forth in Section 6.4 of the General Implementation Agreement. If ECFS decides to withdraw from this Agreement and the General Implementation Agreement or should this Agreement and the General Implementation Agreement terminate, then ECFS shall be free to pursue issuance of its pending applications for CUP 2-095-115794 and 2-097-118375-1 and OCU and TWA shall be free to continue their administrative challenge against CUP 2-097-118375-1 pursuant to DOAH Case No. 11-003968 and SJRWMD File of Record No. 2011-48. Additionally, should OCU or TWA decide to withdraw from this Agreement and the General Implementation Agreement or should this Agreement and the General Implementation Agreement terminate, then OUC or TWA will be free to continue their administrative challenge against CUP 2-097-118375-1 pursuant to DOAH Case No. 11-003968 and SJRWMD File of Record No. 2011-48.

8.8 In lieu of the provisions of Section 8.7, above, the Water Suppliers may decide by Consensus for ECFS to include the allocations set forth in CUP Nos. 2-095-115794-1 and 2-097-118375-1 into the single, joint CUP issued to the Water Suppliers for the Additional TCR/SJR Quantity. If the Water Suppliers so decide, then ECFS shall place its pending applications for CUP No. 2-095-115794-1 and 2-097-118375-1 in abeyance pending issuance of a single, joint CUP by the

SJRWMD to the Water Suppliers, at which point ECFS shall withdraw its pending applications for CUP Nos. 2-095-115794-1 and 2-097-118375-1.

8.9 Individual Water Suppliers shall not submit an application for any permit that would prevent issuance of any of the Regional Permits, would cause the reduction of the amount of water allocable to the Water Suppliers in any CUP or any other applicable Regional Permit to be issued for the TCR/SJR Project, or would cause conditions to be appended to any Regional Permit that would increase the overall cost of implementing the TCR/SJR Project. Notwithstanding the foregoing and subject to Section 8.4, this Agreement shall not prevent or prohibit Cocoa from submitting any application to obtain any new permit or modification to any existing permit that may be necessary or required by law to maintain, repair or improve the operations of the Dyal WTP.

8.10 Except as authorized by Section 5.5, the Parties shall not legally challenge or support any legal challenge against any proposed or final agency action or legal instrument with regards to any Regional Permit sought by the Project Administrator on behalf of the Water Suppliers pursuant to this Agreement including, but not limited, to the single joint CUP application submitted on behalf of the Water Suppliers to withdraw the Additional TCR/SJR Quantity.

8.11 The Parties shall not legally challenge or support any legal challenge against any proposed or final agency action with regards to any modification, renewal or extension of Cocoa's presently permitted use of TCR pursuant to CUP No. 2-095-50245-8, as specified in Section 8.2.

8.12 The Water Suppliers shall not oppose, legally challenge or support any legal challenge against any proposed or final agency action with regards to the issuance of CUP Nos. 2-095-115794-1 and 2-097-118375-1, as long as long as these permits are issued contemporaneously with, or subsequent to, the single joint CUP requested by the Project Administrator on behalf of the Water Suppliers to withdraw the Additional TCR/SJR Quantity and ECFS does not seek to increase a

combined permitted allocation from TCR above 8 MGD annual average, or make other changes to the applications for CUP Nos. 2-095-115794-1 and 2-097-118375-1 that would interfere with Cocoa's presently permitted use of TCR, as specified in Sections 8.2 and 8.3 or that would interfere with the TCR/SJR Project; provided, however, ECFS shall provide the other Water Suppliers a copy of the modified application and supporting material at least sixty (60) days prior to filing any changes to its applications and the other Water Suppliers shall notify ECFS at least sixty (60) days after receipt of such notice of their concerns with the changes to ECFS' applications. ECFS and the other Water Suppliers may mutually agree to change the deadlines in this Section. Additionally, the Water Suppliers shall not legally challenge or support any legal challenge against any temporary CUP obtained by ECFS to withdraw water from TCR, as long as the total combined permitted allocation of all temporary CUPs from TCR is equal to or less than 8 MGD annual average.

8.13 Under this Agreement, FRI's obligation shall be limited to the following:

8.13.1 Providing information requested by the Project Manager relating to ownership of: (a) the land underlying and adjoining TCR, (b) any facility required to discharge water from the SJR to TCR; and (c) any facility required to withdraw water from TCR;

8.13.2 Providing such consent as required by the Project Manager to prepare and process any application for a Regional Permit and obtain any Regional Permit;

8.13.3 Providing such temporary right-of-entry as needed by the Project Manager to prepare and process any application for a Regional Permit and obtain any Regional Permit; and

8.13.4 Transferring appropriate easements over any real property involving the SJR intake, raw water transmission lines, the TCR discharge structure and

the TCR intake structure, as specified in **Exhibit A** and required by the Project Manager in order to prepare and process any application for a Regional Permit and obtain any Regional Permit. Such easements shall be acquired according to the process provided for in the General Implementation Agreement.

8.14 FRI's agreements, commitments, obligations and representations under the Agreement shall run with and are appurtenant to the real property owned by FRI as described on Exhibit A of the Notice of Agreement referenced in the General Implementation Agreement and shall bind any subsequent owner of that real property owned by FRI or any portion thereof for the duration of this Agreement. Immediately upon the Effective Date, the Parties shall execute the Notice of Agreement referenced in the General Implementation Agreement. The Notice of Agreement shall be recorded in accordance with the General Implementation Agreement. The Water Suppliers agree to release their rights under this section whenever FRI conveys any interest in real property to a third party; provided, the third party agrees to be bound by FRI's agreements, commitments, obligations and representations under this Agreement, as covenants running with the property interest acquired from FRI and further agrees to recordation of a new Notice of Agreement in accordance with the General Implementation Agreement. No later than thirty (30) days after the acquisition of the final easement interests over real property required by this Agreement, or upon termination of this Agreement, whichever occurs first, the Project Administrator shall execute and record the Notice of Terminating Agreement in accordance with the General Implementation Agreement.

9. WITHDRAWAL OF A WATER SUPPLIER. At any time, a Water Supplier may, at its option and upon written notice to the Project Administrator and all other Water Suppliers, withdraw from further participation in the Agreement, as follows:

9.1 Upon delivery of the notice of withdrawal and proof of the Water Supplier's withdrawal from all the other TCR/SJR Project Agreements, the Water Supplier shall no longer have any rights of participation in this Agreement, shall notify the appropriate regulatory agencies of its withdrawal from any Regional Permits and any applications for Regional Permits obtained or applied for under this Agreement and file the necessary legal instrument confirming it no longer has any legal interest in any real property acquired pursuant to this Agreement. A withdrawing Water Supplier right to seek a CUP to withdraw water from TCR shall be governed by the General Implementation Agreement. A withdrawing Water Supplier shall remain liable for payment of its share of costs related to a contract between the Project Administrator and a third party, which has been executed by the Project Administrator prior to the Water Supplier's withdrawal.

9.2 Upon notice of the effective withdrawal by a Water Supplier from this Agreement, the Project Administrator shall discontinue all work on the Regional Permits and ask for appropriate permit review extensions, while the remaining Water Suppliers convene to discuss the continued feasibility of the TCR/SJR Project. Within ninety (90) days of receiving notice of the effective withdrawal by a Water Supplier from this Agreement, the remaining Water Suppliers will decide by Consensus whether to terminate or amend this Agreement. If the remaining Water Suppliers do not decide by Consensus to terminate the Agreement, then the Project Administrator shall move forward with obtaining the Regional Permits and the withdrawing Water Supplier's cost share percentage and amount shall be assigned on a pro rata basis among the remaining Water Suppliers excluding the withdrawing Water Supplier's cost allocation from the total, unless the Agreement is amended by the Consensus approval of the remaining Water Sup-

pliers to allocate the withdrawing Water Supplier's cost allocation in some other fashion.

10. SUBSTITUTION OF WATER SUPPLIERS AND ASSIGNMENT OF THIS AGREEMENT TO OTHER WATER SUPPLIERS.

10.1 **Substitution.** As a matter of right, a new party may be substituted for an existing Party, if the new party agrees to enter this Agreement and fully perform all obligations of the existing Party. Prior to the substitution taking effect, the existing Party must notify the other Parties in writing of the substitution and offer the substitution on the same terms and conditions to the other existing Parties, who shall be provided at least sixty (60) days to exercise the right of first refusal. If none of the other Parties accept the right of first refusal of the substitution in writing within sixty (60) days, or the time period provided in the notice of substitution, whichever is longer, then the other existing Parties shall be considered to have waived their right of first refusal. The preceding right of first refusal shall not apply when one existing Party is substituted for another existing Party.

10.2 **Assignment.** As a matter of right, this Agreement may be assigned by a Party, in part, to a new party if the new party agrees to enter into this Agreement and fully perform all assigned obligations of the Party. Prior to the assignment taking effect, the existing Water Supplier must notify the other Parties in writing of the assignment and offer the assignment on the same terms and conditions to the other existing Water Suppliers, who shall be provided at least sixty (60) days to exercise the right of first refusal. If none of the other existing Water Suppliers accept the right of first refusal of the assignment in writing within sixty (60) days, or the time period provided in the notice of the assignment, whichever is longer, then the other existing Water Suppliers shall be considered to have waived their right of first refusal. The preceding fright of first refusal provisions shall not apply when an existing Party makes an assignment to another existing Party.

11. DUTY TO COOPERATE. The Parties will work together in good faith to implement the terms of this Agreement. As part of this cooperation, no Party will independently pursue a Regional Permit outside the process described herein.

12. SEVERABILITY. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions.

13. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue to or for the benefit of anyone that is not a Party. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties.

14. CONFIDENTIAL INFORMATION AND JOINT DEFENSE.

14.1 **Parties' Common Interest.** The Parties have a common interest in seeking any Regional Permit in accordance with the approved Scope of Work. To protect this common interest, the Parties shall establish and operate under a common interest arrangement concerning third party legal challenges to the issuance of any Regional Permit and any related litigation.

14.2 **Sharing Confidential Information with Other Parties.** No Party is required to, but may in their respective sole discretion share Confidential Information with the other Parties, as set forth herein. The Parties agree that any Confidential Information that would otherwise be protected from disclosure to third parties will remain confidential and protected from disclosure to any third party under the attorney-client and work product privileges, and the Parties agree that any exchange of Confidential Information is not intended to waive any attorney-client or work product privilege.

14.3 **Using Confidential Information from Another Party.** Each Party shall use the Confidential Information received from the other Party only in furtherance of the common interest of the Parties. No other rights are implied or granted under this Agreement. Nothing contained herein obligates any Party to divulge, communicate or exchange any confidential documents and/or information. All Confidential Information shall not be copied or distributed, disclosed or disseminated in any way or form to anyone except the Parties, the Parties' attorneys or the Parties' own employees, contractors, agents or consultants who have a reasonable need to know said Confidential Information, who are advised as to the confidential and proprietary nature of such Confidential Information and who shall be bound by the restrictions on use as specified in this Agreement.

14.4 **Disclosure of Confidential Information to Third Parties.** If a third party, including any regulatory agency, requests or demands by subpoena, discovery request, public records request or otherwise, any or all of the Confidential Information or any other documents or information exchanged or made available in furtherance of the Parties' common interest, each Party will notify the other Party in writing as soon as practicable. All reasonable steps must be taken to enable a Party to assert any and all applicable rights to privileges or protections with regard to such documents or information. Additionally, a Party contesting the disclosure of Confidential Information shall have the ability to seek a judicial determination preventing the disclosure of the Confidential Information before it is disclosed to any outside party. Should any Party assert an exemption to the requirements of chapter 119, Florida Statutes, or claim that Confidential Information should not be disclosed, the burden of seeking a judicial determination preventing the disclosure of the Confidential Information, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim. Nothing herein is meant to contravene any applicable provision of chapter 119, Florida Statutes. To the extent that a document constitutes a public record under chapter 119, Florida Statutes, and is not otherwise exempt from production, the

originator of the document must be notified prior to or contemporaneous with the production of the document to the extent feasible. Additionally, nothing herein shall be construed to expand the scope of chapter 119, Florida Statutes, or to include documents as public records which would not otherwise be considered public records under chapter 119, Florida Statutes. Absent a judicial determination preventing the disclosure of Confidential Information, a Party complying with chapter 119, Florida Statutes, or other applicable requests for disclosure shall not be deemed to have violated this Section.

15. PUBLIC RECORDS. Should any Party assert any exemption to, or inapplicability of, the requirements of chapter 119, Florida Statutes, and related statutes, the burden and cost of establishing such an assertion, by way of injunctive or other relief as provided by law, shall be upon that Party. The Parties shall allow public access to all project documents and materials that are subject to the provisions of chapter 119, Florida Statutes. Should any Party assert an exemption to the requirements of chapter 119, Florida Statutes, or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Agreement shall be construed, nor is intended to, expand the scope of chapter 119, Florida Statutes, or make into a public record a document that is not a public record under current law.

16. NOTICES. All notices provided for in this Agreement must be in writing and be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt requested, and the notice sent by certified mail or registered mail is received by the Party upon which notice is given, and a copy is simultaneously sent to the Party's Project Representative or Project Administrator by email. A copy shall also be sent to all other Parties by U.S. Mail and by email to the Party's Project Representatives or Project Administrator. All notices shall be delivered or sent to the Parties at their respective ad-

dress shown below or to such other address(es) as a Party may designate by prior written notice given in accordance with this provision to the other Parties. If any notice is sent by mail, it shall be deemed to be given on the third day following mailing, which is not a Saturday, Sunday or a day on which the United States Mail is not delivered:

As to Cocoa:	City Manager City of Cocoa 65 Stone Street Cocoa, Florida 32922
With copy to:	Utilities Director City of Cocoa 351 Shearer Boulevard Cocoa, Florida 32922
	City Attorney City of Cocoa 65 Stone Street Cocoa, Florida 32922
As to County:	County Administrator Orange County Government P.O. Box 1393 Orlando, Florida 32802
With copy to:	Utilities Director Orange County Utilities 9150 Curry Ford Road Orlando, Florida 32825
	County Attorney Orange County Attorney's Office P.O. Box 1393 Orlando, Florida 32802

As to OUC:	General Manager & CEO Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
With copy to:	General Counsel Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
As to TWA:	Executive Director Tohopekaliga Water Authority 951 MLK Boulevard Kissimmee, Florida 34741
With copy to:	General Counsel Tohopekaliga Water Authority 951 MLK Boulevard Kissimmee, Florida 34741
As to ECFS:	Vice-President 4550 Deer Park Road St. Cloud, Florida 34773
With copy to:	Hopping, Green & Sams P.O. Box 6526 Tallahassee, Florida 32314
As to FRI:	President Farmland Reserve, Inc. 13754 Deseret Lane St. Cloud, Florida 34773
With copy to:	Hopping, Green & Sams P.O. Box 6526 Tallahassee, Florida 32314

17. TIME EXTENSIONS. The Parties may by Consensus extend or change any of the deadlines specified in this Agreement.

18. WAIVER. No failure by a Party to exercise any right, power, or privilege under this Agreement is a waiver of that or any other right, power, privilege under this Agreement.

19. ENTIRE AGREEMENT. The agreements and obligations of the Parties set forth in this Agreement shall be the several, and not joint, agreements and obligations of the Parties. This Agreement, including exhibits, and the other TCR/SJR Project Agreements, constitute the entire agreement among the Parties pertaining to the subject matter hereof, and there are no warranties, representations or other agreements in connection with subject matter hereof, except as specifically set forth herein. Any other agreement between some or all of the Parties not specifically referenced herein is not intended to be changed or affected by this Agreement. Additionally nothing in this Agreement is intended to change any existing agreement between the SJRWMD and any Party to this Agreement regarding TCR.

20. GOVERNING LAW AND VENUE. The Parties acknowledge that this Agreement was entered into and delivered within the State of Florida. This Agreement shall be governed by and construed in accordance with laws of the State of Florida, without giving effect to any choice of laws or rules thereof which may direct the application of laws of another jurisdiction. The venue for any judicial proceedings shall be in a State court of competent jurisdiction located in Orange County or Osceola County, Florida. The Parties hereby waive their right to a jury trial.

21. LIABILITY AND INSURANCE.

21.1 **Sovereign Immunity**. Cocoa, OCU, OUC and TWA intend to avail themselves of the benefits of section 768.28, Florida Statutes, and any other statute and common law governing sovereign immunity to the fullest extent possible and nothing herein shall be construed as a waiver of sovereign immunity by these Parties. Additionally, OCU, ECFS, OUC and TWA are not jointly or severally liable for any tort attributable to the Project Administrator and that only the Project Administrator shall be liable for any torts attributable to it for torts of its officers, agents, attorneys or employees under this Agreement, and then only the extent of the

waiver of sovereign immunity or limitations specified in section 768.28, Florida Statutes. Finally, the Project Administrator expressly agrees to indemnify and hold OCU, ECFS, OUC and TWA harmless from any injury that the Project Administrator or its officers, agents, attorneys, employees or invitees sustain while carrying out the Project Administrator's obligations under this Agreement.

21.2 **Indemnification**. All contracts and subcontracts for any work, goods and/or services must include hold harmless and indemnification provisions to protect all of the Parties in a form acceptable to the Parties. The consultant(s), subconsultant(s) or other contractors must provide evidence of acceptable levels and qualities of insurance and of said hold harmless and indemnity prior to commencement or work and access to any of the property of the Parties.

21.3 **Insurance**. All contracts and sub-contracts for any work goods and/or services that may involve access to FRI's lands must include a requirement that the contracting entity carry insurance acceptable to FRI protecting FRI from any liability due to the contracting entity's entry upon FRI's lands. The Project Administrator must submit draft contract language containing this language to FRI to review and allow FRI thirty (30) days to review and comment on the same. If FRI submits comments, the Project Administrator shall use all reasonable efforts to incorporate FRI's comments into the contracts and sub-contracts as applicable.

22. OWNERSHIP OF MATERIALS. Ownership and copyright to all materials and all accompanying data (in all formats) used, developed or produced pursuant to work done under this Agreement is vested in the Parties. Any source document or materials developed, secured or used in the performance of this Agreement shall be considered the property of the Party from which such documents or materials originated.

23. CONSTRUCTION OF AGREEMENT.

23.1 The Parties acknowledge that each Party and its legal counsel participated in the negotiation of this Agreement. This Agreement shall be construed without re-

gard to any presumption or other rule requiring construction against the Party causing the Agreement to be drafted.

23.2 Words importing the singular number include the plural in each case and vice versa, and words importing persons include firms and corporations. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, refer to this Agreement; the term "heretofore" means before the date of this Agreement is executed; and the term "hereafter" means after the date this Agreement is executed. The terms "include," "includes," and "including" shall be deemed to be followed by the words "without limitation."

23.3 Unless otherwise stated, any reference in this Agreement to any entity shall include its permitted successors and assigns.

23.4 Any headings preceding the texts of the sections and subsections of this Agreement and marginal notes appended to copies hereof are solely for convenience of reference and neither constitute a part of this Agreement nor affect its meaning, construction or effect.

23.5 All Exhibits attached to this Agreement are hereby incorporated in and made a part of this Agreement. Capitalized terms used in the Exhibits hereto, but not otherwise defined therein, shall have the respective meanings assigned to such terms in this Agreement.

23.6 In the event of a conflict between a provision of this Agreement and a provision of any Exhibit to this Agreement, the provisions of this Agreement and the Exhibit shall be read as one Agreement and each provision is to be construed in harmony with the other provision to give each provision a reasonable meaning and avoid any interpretation that renders one or more provisions useless or redundant. Under the circumstances when a provision of the Agreement cannot be reconciled with a provision of the Exhibit, the provision in the Agreement shall prevail.

23.7 In the event of a conflict between this Agreement and the General Implementation Agreement, the General Implementation Agreement shall prevail.

23.8 External documents, instruments, or other writings, drafts, mediator's notes, notes of any of the Parties, or other materials produced during the TCR/SJR mediation sessions attended by the Parties shall not be used to interpret this Agreement or be used to resolve any conflict between this Agreement and any other TCR/SJR Project Agreement or instrument.

24. TERM, TERMINATION.

24.1 The term of this Agreement commences upon its Effective Date and shall remain in effect for an initial term until completion of the Scope of Work or ten (10) years from the Effective Date, whichever is less, unless renewed by Consensus of all the Parties prior to the expiration date. The initial term shall be tolled by any pending legal challenges to issuance of any Regional Permit.

24.2 Unless otherwise agreed to by the Parties, the Agreement shall terminate early, if:

24.2.1 The General Implementation Agreement should terminate; or

24.2.1 Upon Consensus of all the Parties at any time.

25. AMENDMENT. This Agreement may be amended only if all the Parties agree. Amendments must be written and be signed by all Parties.

25. COMPLIANCE WITH APPLICABLE LAW. The Parties, their employees, contractors, subcontractors and assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this Agreement.

26. DEFAULT AND REMEDY.

26.1 **Default.** Failure on the part of any Party to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation,

representation or warranty contained in or arising out of this Agreement, shall constitute a Default under this Agreement.

26.2 **Notice of Default and Opportunity to Cure.** Upon occurrence of a Default by any Party, one or more of the other Parties shall deliver written notice to the Party in Default in the manner provided in Section 16, identifying the specific nature of the Default therein. The Party in Default shall have thirty (30) days within which to cure such Default. Provided, if the Default is of such a nature that it cannot be cured within thirty (30) days, the Party in Default shall have such additional time as may be necessary to cure the Default, so long as within said period, the Party in Default commences the cure and diligently prosecutes such cure until completion.

26.3 **Remedy for Default.** For any Default not cured as provided in Section 26.2, above, non-defaulting Parties, may individually or jointly seek specific performance arising from such Default.

26.4 **Mediation.** Prior to seeking any remedy for a Default as provided in Section 26.3, a Party shall seek to mediate the dispute with the Party in Default. A Party submitting a dispute to mediation shall do so by delivering to the other Parties a notice requesting mediation of the dispute and providing a list of three mediators acceptable to the requesting Party. Within ten (10) days after receipt of the notice from the requesting Party, the other Parties shall, in writing, provide notice of either the selection of one of the mediators proposed by the requesting Party or offering a list of three additional mediators for consideration. Within ten (10) days of the requesting Party's receipt of the notice, the Parties shall meet for the purpose of selecting one of the mediators proposed by any of the Parties. To the extent practicable, the mediator shall have special competence and experience with respect to the subject matter under consideration. Within twenty (20) days after a mediator is named by the Parties, a time and date for the mediation shall be scheduled and documented in writing. The mediation shall be conducted ex-

peditiously and the location of the mediation shall be at a location mutually selected by the Parties, or at a location of the mediator's choosing if the Parties can't agree on a location. The Parties shall share equally in the fees and expenses of the mediator. Each Party shall pay their respective attorney's fees, expert fees and other related expenses. Any settlement achieved through mediation shall be made in writing with a copy delivered to all the Parties.

26.5 **Force Majeure Event.** In the event that performance of this Agreement by any Party is prevented or interrupted by a Force Majeure Event, said Party shall not be liable for such nonperformance, but only for the duration or to the extent of said Force Majeure Event and only if said Party is not directly or indirectly responsible therefor. Any Party claiming to be relieved of any duty pursuant to this Section shall give prompt written notice thereof to the other Parties. The Parties agree, however, to remedy with all reasonable dispatch the cause or causes preventing a Party from carrying out this Agreement.

27. ATTORNEY'S FEES. Each Party shall bear its own attorney's fees, costs, and expenses in any litigation, suit, dispute, controversy, arbitration, mediation, or proceeding, including appellate proceedings involving another Party, arising out of, based on, or related to, this Agreement. This is not intended to prevent Cocoa from collecting its attorney's fees, costs and expenses to fund the Scope of Work.

28. MISCELLANEOUS PROVISIONS.

28.1 No Party shall be deemed to be an agent of another Party nor shall represent that it has the authority to bind another Party.

28.2 In computing any period of time under this Agreement, any reference to days shall mean calendar days, unless business days are specifically referenced. In computing any period of time under this Agreement, exclude the day of the event that triggers the computation of the period of time. If the last day of a period of time is a Saturday, Sunday, or legal holiday, the period of time shall run

until the end of the next calendar day which is not a Saturday, Sunday, or legal holiday.

28.3 Nothing in this Agreement shall be deemed a waiver of any government Party's police powers.

[*Signature pages to follow*]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the City of Cocoa, Florida

CITY OF COCOA, a Florida municipal corporation

By: _____
Henry U. Parrish III
Mayor

ATTEST:

By: _____
Carie Shealy, MMC

APPROVED AS TO FORM:

_____
Anthony A. Garganese, Esq.
City Attorney

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by Orange County, Florida

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs
County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
as Clerk of the Board of County Commissioners

By: _____
for Deputy Clerk

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Orlando Utilities Commission.

ATTEST:

ELIZABETH M MASON
Print Name

Elizabeth M Mason

ORLANDO UTILITIES COMMISSION

By: _____
Kenneth P. Ksionek,
General Manager & CEO

Approved as to form and legality,
OUC Legal Department

By: _____

Date: 8/30/17

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Tohopekaliga Water Authority.

TOHOPEKALIGA WATER AUTHORITYT
an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature

By: _____
Tom E. White, Vice Chair
Board of Supervisors

Date: August 30, 2017

ATTEST:

_____
Clarence L. Thacker, Secretary

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by East Central Florida Services, Inc.

EAST CENTRAL FLORIDA SERVICES, INC.

By: _____

K. Erik Jacobsen, President

Attest: _____

Date: 8/23/2017

Approved as to Form:

_____

Eric T. Olsen, Esq.
Legal Counsel

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by Farmland Reserve, Inc.

FARMLAND RESERVE, INC.

By: Don M. Sleight

Don M. Sleight, Chief Executive Officer

Attest: Diane Lent

Date: 8/16/2017

Approved as to Form:

Eric T. Olsen, Esq.,
Legal Counsel

EXHIBIT A – REGIONAL PERMITS

PERMIT	PERMITTEE OR SIGNATOR
CUP – Permit to withdraw the Additional TCR/SJR Quantity from the TCR/SJR Project	All Water Suppliers.
NEPA – Determination of a documentation level class of action, Categorical Exclusion, an Environmental Assessment and Finding of No Significant Impact or Environmental Impact Statement and Record of Decision for environmental effects of TCR/SJR Project	Cocoa, unless otherwise required by the regulatory agencies, in which case all the Water Suppliers.
ERP – Construction of SJR intake structure(s), raw water pipelines from the SJR to TCR, TCR discharge structure, and TCR intake structure(s) and associated Authorization to Use Sovereign Submerged Lands	Cocoa, unless otherwise required by the regulatory agencies, in which case all the Water Suppliers.
404 Permit – Construction of the SJR intake structure, raw water pipelines from the SJR to TCR, TCR discharge structure(s), and TCR intake structure.	Cocoa, unless otherwise required by the regulatory agencies, in which case all the Water Suppliers.
NPDES Permit – Discharge of SJR Water into TCR (does not encompass separate NPDES Permits for construction activities)	Cocoa, unless otherwise required by the regulatory agencies, in which case all the Water Suppliers.
Lease or Other Authorization for Use of State Lands – If the SJR intake(s) is located on the Tosohotchee State Preserve or other state owned lands.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.
Real Property Interest in SJR Intake – If the SJR intake is not located on the Tosohotchee State Preserve or other state owned lands, then a legal instrument demonstrating a proprietary interest in the location will be required.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.
Real Property Interest in Raw Water Transmission Lines – Legal instrument demonstrating a proprietary interest in the route of the raw water pipelines from the SJR to TCR will be required.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.
Real Property Interest in TCR Discharge Structure – Legal instrument demonstrating a proprietary interest in the location of the discharge structure on the L-73 levee or another location will be required.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.
Real Property Interest in TCR Intake Structure – If TCR intake structure is different from the one currently owned and operated by the City or, if the existing intake structure will need to be modified, a legal instrument demonstrating a proprietary interest in the location of the intake structure on the L-73 levee will be required.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.

EXHIBIT B – SUMMARY SCOPE OF WORK

INTRODUCTION

The work contemplated under this Agreement is to prepare permit applications and obtain the Regional Permits for the TCR/SJR Project. The following tasks and descriptions generally describe the anticipated consulting services required under this Agreement. It is anticipated that multiple consultants that provide services including but not limited to engineering, surveying, environmental, geotechnical, hydrogeological, water quality, ground, surface and hydraulic modeling, public water supply demand projections, property acquisition, public relations, appraisal and legal services may be required.

TASK 1 – PERMIT ENGINEER REPORT TASK

In order to meet Regional Permit application requirements, the consultant selected under this Agreement shall prepare a comprehensive Permit Engineering Report. At the direction of the Project Administrator, this Permit Engineering Report shall either be a new engineering report or an update to the Preliminary Design Report completed by the Water Suppliers in 2009. In addition, to meeting Regional Permit application requirements, the Permit Engineering Report may contain additional efforts as specified under this Agreement.

TASK 2 – CUP APPLICATION PREPARATION

There are three primary demonstrations required of a CUP applicant: the use of water is needed and a reasonable-beneficial use, the use of water will not interfere with the any presently existing legal use of water, and the use of water is consistent with the public interest. The Additional TCR/SJR Quantity will be a new use from the SJR and an increase of an existing use from TCR.

The underlying concept of the CUP application process is that the Water Suppliers will provide water supply utility-specific information on their systems that is relevant to the application process relative to the conditions for issuance of a CUP with a fifty (50) year duration. The technical consultant will consolidate this information into a single body of work that represents the Water Suppliers' participation individually and as a whole. The CUP application will be compartmentalized consisting of the completed application document with supporting documents for the various demonstrations and supplemental information provided as attachments.

This task will include development of a hydrologic model, including a system operation schedule and mixing analysis for the SJR and TCR water supply to estimate the available yield and reliability of the system. The system operation schedule used in the modeling is intended to function within the constraints of the revised TCR regulation schedule and any existing MFLs on the SJR and Taylor Creek, considering the water quality of the SJR and resulting in acceptable water quality. This mixing analysis will also consider the impact of water from the SJR on the use of TCR for agricultural purposes as set forth in greater detail in Task 6 below.

It is assumed that existing documents provide much of the technical water resource evaluation information that would be required to support the CUP application. Technical documents that could be used include:

- Final and draft MFL documents on the SJR and Taylor Creek prepared by the SJRWMD Water Supply impact Study.
- SJR/TCR Water Supply Project Environmental Information Document and Preliminary Design Engineering Report (2009 EID), CH2M/PB Water Joint Venture, Orlando, Florida, September 2009
- Technical Publication SJ2006-2: District Water Supply Plan – 2005, SJRWMD, Palatka, Florida, 2006.
- CFWI Plan

TASK 3 – NEPA

A NEPA determination is triggered by major federal action. Major federal action in this context could be a major federal permit, a change in the U.S. Army Corps of Engineers' regulation schedule for TCR, or federal funding. NEPA could be triggered by a 404 Permit for improvements to the L-73 levee and expansion of the S-164 structure, a change in the U.S. Army Corps of Engineers' regulation schedule for TCR, a 404 Permit for the SJR intake structure, a 404 Permit for the TCR discharge structure, a 404 Permit for a new TCR intake structure or modification to the existing TCR intake structure, an NPDES Permit for the discharge of SJR water to TCR, or the receipt of Federal Funding. As part of this task, close coordination with the SJRWMD regarding their improvements to the L-73 levee, expansion of the S-164 structure and modification of the U.S. Army Corps of Engineers' regulation schedule for TCR is required. If NEPA is triggered, an Environmental Information Document and a Categorical Exclusion, Environmental Assessment or an Environmental Information Statement will be needed. The outcome of meetings with the U.S. Army Corps of Engineers and the SJRWMD will provide the direction needed for a NEPA determination, the level of documents needed and the integration of similar work-product by the SJRWMD and the Water Suppliers with regards to the TCR/SJR Project.

It is assumed that at a minimum an Environmental Information Document level analysis will be required. It is further assumed that the 2009 EID would be the starting point for the NEPA analysis.

TASK 4 – JOINT ERP/404 PERMIT AND AUTHORIZATION FOR USE OF SOVEREIGN SUBMERGED LAND PERMIT APPLICATION

At least one and possibly more than one Joint Application for Individual and Conceptual Environmental Resource Permit/Authorization to Use State Owned Submerged Lands/Federal Dredge and Fill Permit will be required for construction of the SJR intake structure, the raw water pipelines from the SJR to TCR, the TCR discharge structure, a new TCR intake structure or modifications to the existing TCR intake structure and Dyal WTP modifications. This task may include the consideration of effects on threatened and endangered species, and historical and cultural resources.

A joint application was prepared as part of the 2009 EID. It is assumed this application would be the starting point for any joint application(s).

TASK 5 – NPDES PERMIT APPLICATION

An NPDES Permit may be needed to discharge water withdrawn from the SJR into TCR from blending differing qualities of water. This can be determined with coordination with the Department of Environmental Protection. It is assumed this determination will take into account the mixing analysis described above in connection with Task 2.

TASK 6 – LEASE OR OTHER AUTHORIZATION FOR USE OF STATE LANDS AND PROPRIETARY INTERESTS IN PROJECT FACILITIES

The ERP and 404 Permit will require ownership or control of the property on which the SJR intake structure, the raw water pipelines from the SJR to TCR, the TCR discharge structure and possibly the TCR intake structure. The 2009 Environmental Information Document/Preliminary Design Report assumed the SJR intake structure would be located on the Tosohotchee State Preserve. If that proves to be the ultimate location, then a long-term lease or other authorization from the State of Florida will need to be obtained. If an alternative location for the SJR intake structure is selected, then legal instruments demonstrating a proprietary interest in the underlying real estate will be required. Similarly legal instruments demonstrating a proprietary interest in the underlying real estate in the route of the raw water pipelines from the SJR to TCR

will be required. Since the SJRWMD has an interest in the land comprising the L-73 Levee as part of a project administered on behalf of the United States Army Corps of Engineers, a legal instrument demonstrating a proprietary interest in the location of the TCR discharge structure will be required. Finally, for the same reasons expressed with regards to the proposed TCR discharge structure, a legal instrument demonstrating a proprietary interest may need to be obtained for the TCR intake structure.

TASK 7 – JOINT USE EVALUATION

As specified under this Agreement, prepare an evaluation of the effect of the construction and operation of the TCR/SJR Project on water quality in TCR, which may include a mixing analysis for the SJR and TCR waters. As specified under this Agreement, the technical consultant will conduct this evaluation in the manner specified in the General Implementation Agreement. The agricultural water quality parameters to be considered in this evaluation are Chlorides, Sodium, Specific Conductance, Fluoride, Total Phosphorus and Total Nitrogen. This information will be used to determine any constraints on the quality of water in TCR as part of the basis for developing operating protocols that will maximize the yield of TCR for public water supply and protect the quality of water used for agricultural purposes.

As specified under this Agreement, develop plans, tools and protocols for the operation of all phases of the TCR/SJR Project to achieve the following: (a) ensure compliance with the MFLs and other constraints on the withdrawal of water from the TCR and SJR; (b) protect the presently permitted use of TCR by Cocoa, as specified in Section 8.2; (c) maximize the yield and protect the water quality of TCR for both public water supply and agricultural purposes, as specified in the General Implementation Agreement; and (d) allow ECFS for the agricultural water supply portion, and the Water Suppliers for the public water supply portion, of the TCR/SJR Project to withdraw water as frequently as possible and to the greatest extent possible to achieve the water allotments specified in the General Implementation Agreement. These plans, tools and protocols may include a system operation schedule. The technical consultant shall submit these plans, tools and protocols to the Water Suppliers for review and approval. Approval of the plans, tools and protocols shall be as specified in the General Implementation Agreement.

TASK 8 – COMMUNICATIONS AND COORDINATION

During the course of this project, regularly scheduled meetings and milestone specific meetings will be necessary to keep the team current on project events and to obtain timely interactions, input and comments on, and approval of project deliverables. For this project, monthly project meetings with the Water Suppliers should be planned.

Additionally, the project may include the following components:

- Public involvement strategy
- Outreach activities
- Media outlet list
- Property owner and interested parties mailing list
- Public involvement schedule
- Local government coordination strategy
- Public meeting strategy.

TASK 9 – REGIONAL PERMIT COMPLIANCE

In the event that a Regional Permit is issued prior to the initiation of Phase 2 of the TCR/SJR Project as described in the General Implementation Agreement, the Water Suppliers may be required to initiate compliance activities. The scope and frequency of these compliance activities is presently unknown but could include, but not be limited to, hydrologic monitoring or water quality sampling. As specified under this Agreement, the consultant will initiate and maintain compliance with Regional Permits.