City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, October 25, 2022

6:00 PM

Cocoa City Council Chambers

City Council

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 22-633 Approve the Agenda for the Regular meeting of October 25, 2022, as presented or with amendments.

Attachments: 10-25-2022 Short Agenda ADA.pdf

MINUTES:

III. AWARDS AND PRESENTATIONS:

III.1 22-630 Presentation of FIND Grant Checks by Jerry Sansom.

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 22-588 Approve a Resolution Amending the Fiscal Year 2023 Budget, BAF# 23-007-A, to Accept the 2022 Awarded Edward Byrne Memorial Justice Assistance Grant (JAG) 22-GG-02810-JAGX.

Attachments: DOJ_Stakeholder_Award_Notification.pdf

JAG Grant Budget Resolution FY 2023- ADA Compliant.docx

BAF 23-007-A-PD-JAG Grant Award FY22 (10-25-22) Agenda 22-588.pdf

V.2 22-618

Approve Task Order #2023-03 in the amount of $59,216.24 and a Resolution for a contingency of $783.76 for a total of $60,000 for concrete work related to annual sidewalk and curb maintenance using the Service Level Agreement with JMD Global. Authorized the City Manager to issue the associated PO and any use of contingency.

Attachments:
2023.01 COI WC -jmd-citycocoa.pdf
2023.02 COI Auto - City of Cocoa.pdf
2023.07 COI GL - jmd-citycocoa-crt.pdf
B-21-30-COC-A FULLY EXECUTED AGREEMENT - JMD GLOBAL DEVELOPI
Cocoa FY 2023 Sidewalk Concrete Work Prices.pdf
jmd-citycocoa-crt.pdf
MASTER TABULATION SHEET - PRICING v2 Nov16-2021.pdf
Resolution - Annual Concrete Sidewalk, Curb and Gutter Construction Project C
TO-JMD 2023-03 $59,216.24 - PW-STREETS.pdf

V.3 22-619

Approve entering into a co-operative purchasing agreement with Inliner Solutions (formally Granite In-Liner LLC) in the amount of $159,709.25 and a Resolution for a contingency of $290.75 for a total of $160,000.00, using Polk County Bid 20-577 approved June 30,2020 through May 31, 2023, to reline various sized pipes. Authorize the City Manager to issue the associated PO and any use of contingency.

Attachments:
Amendment_001_Name Change.pdf
City of Cocoa Amendment to Purchase Agreement 07.21.2022.pdf
COI - City of Cocoa.pdf
Inliner Solutions Proposal Form_Cocoa_Revised.pdf
Revised Resolution - CIPP Lining Project Contingency.doc

V.4 22-627

Approve and authorize the City Manager to issue a Blanket Purchase Order up to $750,000 to Genuine Parts Company for vehicle & equipment related parts, approve a Purchase Order for budgeted Operating expenses up to $129,300 related to Napa IBS utilizing the Sourcewell Contract #110520-GPC and authorize the City Manager to approve fiscal budget years Purchase Orders throughout the duration of the Contract Term and any Change Orders not to exceed his signing Authority.

Attachments:
Assignment Agreement - Signed.pdf
CITY OF COCOA _ GENUINE PARTS _ NAPA IBS CONTRACT.pdf
CONTRACT.pdf
napa ibs addendum-1.pdf
Addendum #2 to Integrated Supply Agreement.pdf

V.5 22-632 Announcement of Mayor Blake to Attend the Florida League of Cities Legislative Conference from November 30, 2022 - December 2, 2022.

VI. PUBLIC HEARINGS:

VI.1 22-572 SECOND AND FINAL READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, REPEALING APPENDIX A, ZONING, ARTICLE XX OF THE ZONING ORDINANCE OF THE CITY OF COCOA; REPEALING THE SCHEDULE OF FEES, CHARGES AND EXPENSES TO BE PAID TO THE CITY UPON RECEIPT OF PLANNING AND ZONING RELATED APPLICATIONS CONTAINED THEREIN; PROVIDING FOR THE ADOPTION OF FUTURE PLANNING AND ZONING FEE SCHEDULES BY RESOLUTION.

Attachments:
- Ordinance 13-2022 - Repealing Article XX Planning Fees.pdf
- Current Fee Schedule Updated with ordinance references.doc
- proposed Fee Schedule Updated with ord ref.doc
- 10-25 Legal Ads.pdf

VI.2 22-576 Consideration of the Second and Final Reading of Ordinance 06-2022, a Comprehensive Plan Text Amendment consistent with Chapter 163, Florida Statutes, to correct a scrivener's error in the Future Land Use Element, Figure FLU-1, to provide that the RU-2-10 zoning district is an allowable zoning district only in the Low Density Residential Future Land Use Category.

Attachments:
- Ordinance 06-2022_FLU Text Amendment - Low Density Residential RU-2-10...
- DEO Proposed Amendment Response Letter Amendment 22-01ESR 9-22-22.p
- Comp Plan Amendment - Substitute Consent Decree.pdf
- 10-25 Legal Ads.pdf
- Legal Ad Jul 6 2022 PZ - July 26 CC (1).pdf

VI.3 22-595 Consideration of Ordinance 11-2022, a Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, to change the Future Land Use Map designation of (1) parcel of real property totaling approximately 0.59 acres from City of Cocoa “Very Low Density Residential” to City of Cocoa “Medium Density Residential,” provided that the maximum density allowable shall be eight (8) dwelling units per acre. Second and Final Reading.

Attachments:
- Ordinance No. 11-2022 FLU Amendment - Parcel on Dixon Blvd and Indian Riv
- Exhibit A.pdf
- Exhibit B Future Land Use Map Rev .pdf
- 500' buffer letter .pdf
- Application and supporting Docs.pdf
- Florida Today Ad Receipt First Reading.pdf
- 10-25 Legal Ads.pdf

VI.4 22-594 Consideration of Ordinance 12-2022, a citizen initiated Zoning Map amendment consistent with the requirements of *Code of the City of Cocoa* (Code) Article XXI, Section 1, to change the zoning designation of a parcel of real property totaling approximately 0.59 acres from “Residential Estate District” (RE) to “Multiple-Family Dwelling District” (RU-2-15). Brevard County Parcel/ ID No. 24-36-21-BM-*5. Second and Final Reading.

Attachments:
- Ordinance No. 12-2022 - Rezoning Parcel on Dixon Blvd and Indian River Drive
- Exhibit A Dixon Location Map (1).pdf
- Exhibit B Dixon Zoning Map (1).pdf
- Exhibit C Site Survey Concept (1).pdf
- Exhibit D Applicant Responses (1).pdf
- 500' buffer letter (3).pdf
- Florida Today Ad Receipt - 1st reading.pdf
- 10-25 Legal Ads.pdf

VI.5 22-638 SECOND READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 8 - COMMUNITY REDEVELOPMENT; ADOPTING AN AMENDMENT TO THE COCOA REDEVELOPMENT AGENCY REDEVELOPMENT PLAN TO AUTHORIZE THE CITY AND AGENCY TO ESTABLISH AND IMPLEMENT A COMMUNITY POLICING PROGRAM; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Attachments: ORDINANCE NO. ___-2022 Amending the CRA PLAN.pdf
Exhibit A- Community Policing.pdf
Cocoa CRA Community Redevelopment Plan.pdf
Notice of Public Hearings for the CRA Redevelopment Plan Update 2022.pdf

VII. COUNCIL BUSINESS:

VII.1 Authorize the City Manager to negotiate and execute the Multi-Year Agreement with Community Housing Initiatives, Inc. in an amount not to exceed $750,000 for the construction of 22 homes in the Michael C. Blake Subdivision.(Community Services Director)

VIII. CITY BUSINESS:

VIII.1 22-614 Approve Resolution 2022-102 adopting a revised fee schedule for planning and zoning applications.

Attachments: 2022-102 Resolution Adopting Planning and Zoning Fee Schedule Clean.pdf
EXHIBIT A - Resolution Adopting Planning Fees - Proposed Fee Schedule Upd

MULTI-YEAR CONTRACTS:

IX. INFORMATIONAL AGENDA:

IX.1 22-599 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2021 to 9/30/2022.

Attachments: PO Monthly Report to City Council 10.01.21 thru 9.30.22.pdf

IX.2 22-622 None.

IX.3 22-625 FY 2022 Budget Adjustment Report

Attachments: Pd 12. September FY 2022 REVENUE Budget Tracking Worksheet.pdf
Pd 12. September FY 2022 EXPENSE Budget Tracking Worksheet.pdf

IX.4 22-626 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

Attachments: Budget Classification Report September 2022.pdf

IX.5 22-628 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

Attachments: Change Order Authorizations 9-30-22.pdf

IX.6 22-635 Bi-Weekly Update Report: October 7, 2022-October 20, 2022

Attachments: Council bi-weekly report template (1) (7).pdf

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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

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

Legislation Details (With Text)

File #:	22-633	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	10/13/2022			**In control:**	City Council
On agenda:	10/25/2022			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of October 25, 2022, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	10-25-2022 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 13, 2022
Agenda Date: October 25, 2022
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of October 25, 2022, 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 October 25, 2022, as presented or with amendments.

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Agenda
City of Cocoa
Regular Meeting of The City Council

Date: October 25, 2022
Time: 6:00 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of October

2. Minutes:

III. Awards and Presentations:

Presentation to Donna Berry from Mayor

IV. Delegations:

In accordance with the City Council's rules and procedures, residents or taxpayers of the City of Cocoa may appear before the City Council for the purpose of addressing matters of interest to the City employees regarding matters related to the City's water and/or sewer system), and any person on any item on the Consent Agenda (except *Emergency items, Ministerial items, Quasi-judicial items, and Public Hearing items),* may address the City Council. Persons wishing to speak must sign the appropriate record.

This Agenda may be Amended up until or at the Meeting

[illegible]

V. Consent Agenda:

(A) General Consent Items:

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

(B) Multi-Year Contracts:

[illegible]

VI. Public Hearings:

[illegible]

[illegible] Statutes, to correct a scrivener's error in the Future Land Use Element, Figure [illegible]

[illegible] totaling approximately 0.59 acres from City of Cocoa "Very Low Density Residential" to City of Cocoa "Medium Density Residential," provided that the [illegible]

[illegible] 0.59 acres from "Residential Estate District" (RE) to "Multiple Family Dwelling District" (RU [illegible]

[illegible]

This Agenda may be Amended up until or at the Meeting

to the Redevelopment Agency Redevelopment Agency to authorize the City Manager to execute a Disposition and Development Agreement with Trammell Crow Residential or its assigned affiliate for the development of approximately 1.5 acres of City-owned property located at the northeast corner of Third Street and Mission Bay Drive; and authorizing the Executive Director to take all actions necessary to implement the Disposition and Development Agreement on behalf of the City Manager and the Executive Director.

VII. Council Business:

1. Report from the City Manager to the Council regarding the Fiscal Year 2007 Mid-Year Budget Review and Fiscal Year 2008 Budget Update; and authorizing the City Manager to take all actions necessary to implement the Fiscal Year 2008 Budget Update on behalf of the City Manager and the Executive Director.

VIII. City Business:

Report to the Redevelopment Agency regarding the Fiscal Year 2007 Mid-Year Budget Review and Fiscal Year 2008 Budget Update; and authorizing the Executive Director to take all actions necessary to implement the Fiscal Year 2008 Budget Update on behalf of the Executive Director.

Multi-Year Contracts:

None.

IX. Informational Agenda:

Report to the Council regarding the Fiscal Year 2007 Mid-Year Budget Review and Fiscal Year 2008 Budget Update; and authorizing the Executive Director to take all actions necessary to implement the Fiscal Year 2008 Budget Update on behalf of the Executive Director.

Report to the Redevelopment Agency regarding the Fiscal Year 2007 Mid-Year Budget Review and Fiscal Year 2008 Budget Update; and authorizing the Executive Director to take all actions necessary to implement the Fiscal Year 2008 Budget Update on behalf of the Executive Director.

Year-end budget adjustment report for Fiscal Year 2007.

Discussion of the relationship between the City and the Redevelopment Agency and the role of the City Manager as the Executive Director of the Redevelopment Agency.

Proposed revisions to the Council Policy regarding Council approval of contracts and the City Manager's spending authority. Executive Director.

Weekly Report: October 1 - October 5, 2007 City Manager

X. Reports:

This Agenda may be Amended up until or at the Meeting

XI. Adjournment:

XII. Notice To The Public:

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This Agenda may be Amended up until or at the Meeting

This Agenda may be Amended up until or at the Meeting

Legislation Details (With Text)

File #:	22-630	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	10/13/2022			**In control:**	City Council
On agenda:	10/25/2022			**Final action:**	
Title:	Presentation of FIND Grant Checks by Jerry Sansom. (Mayor Blake)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 13, 2022
Agenda Date: October 25, 2022
Prepared By: Carie Shealy, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Presentation of FIND Grant Checks by Jerry Sansom.

BACKGROUND:

Janet Zimmerman, the Assistant Executive Director with the Florida Inland Navigation District (FIND) will be at the meeting on October 25, 2022, along with Jerry Sansom, to present FIND checks to the City of Cocoa.

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

na

RECOMMENDED MOTION:

Presentation of FIND Grant Checks by Jerry Sansom.

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Legislation Details (With Text)

File #:	22-588	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	9/26/2022			**In control:**	City Council
On agenda:	10/25/2022			**Final action:**	
Title:	Approve a Resolution Amending the Fiscal Year 2023 Budget, BAF# 23-007-A, to Accept the 2022 Awarded Edward Byrne Memorial Justice Assistance Grant (JAG) 22-GG-02810-JAGX. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	DOJ_Stakeholder_Award_Notification.pdf JAG Grant Budget Resolution FY 2023- ADA Compliant.pdf BAF 23-007-A-PD-JAG Grant Award FY22 (10-25-22) Agenda 22-588.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 27, 2022
Agenda Date: October 25, 2022
Prepared By: Susan L. Lambert, Administrative Assistant
Through: Evander Collier, IV, Chief of Police
Requested Action:
Approve a Resolution Amending the Fiscal Year 2023 Budget, BAF# 23-007-A, to Accept the 2022 Awarded Edward Byrne Memorial Justice Assistance Grant (JAG) 22-GG-02810-JAGX.

BACKGROUND:

The Police Department received notification of its 2022 Edward Byrne Memorial Justice Assistance Grant allocation in the amount of $14,108 on September 22, 2022, and City Council approved it being used for training on July 26, 2022. We are now requesting that the FY2023 budget be amended to accept the JAG Grant revenue and expense.

The term of the grant is two years with a project start date of 10/1/2021 and project end date of 9/30/2023.

STRATEGIC PLAN CONNECTION:

Operational

BUDGETARY IMPACT:

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

BAF#23-007-A

Amount Requested	$14,108
Account Number	_001-2100-521.34-23
Account Name	_JAG Grant Professional Services (GR2303)

Source of Funds: __X__ Grant Source:_
___X_ Transfer Acct #:_001-0000-331-20-25
JAG Grant Revenue (GR2303)

PREVIOUS ACTION:

Council previously approved designation of these funds to Diversity, Equity, Inclusion and Accountability Training under agenda item 22-400 on July 26, 2022.

RECOMMENDED MOTION:

Approve a Resolution Amending the Fiscal Year 2023 Budget, BAF# 23-007-A, to Accept the 2022 Awarded Edward Byrne Memorial Justice Assistance Grant (JAG) 22-GG-02810-JAGX.

Department of Justice (DOJ)

Office of Justice Programs

Office of Communications

Washington, D.C. 20530

AWARD NOTIFICATION	Award Number: 15PBJA-22-GG-02810-JAGX
Name and Address of Recipient:	CITY OF COCOA 65 STONE ST
City, State and Zip:	COCOA, FL 32922
Recipient Point of Contact:	Lora Howell
Email:	lhowell@cocoafl.org
Phone:	321-433-8611
Solicitation Title:	BJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation
Federal Award Amount: $14,108.00	Federal Award Date: 9/22/22
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Award Type:	Initial
Statutory Authority:	Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)
Opportunity Category: Other	Assistance Listing Number: 16.738
Project Period Start Date:: 10/1/21	Project Period End Date: 9/30/23

Project Description:

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams; and 9) implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to: mental health courts; drug courts; veterans courts; and extreme risk protection order programs.

For more information about this award, please contact the OJP Office of Communications at 202-307-0703 or OJP.OCOM@ojp.usdoj.gov.

RESOLUTION NO. 2022-115

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2023; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2022, and ending on September 30, 2023, at a Regular meeting held on September 27, 2022; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

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

SECTION 1. The 2022-2023 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at a Regular Meeting assembled on this 25th day of October, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2023 - 23-007-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 2100 | DATE PREPARED: 09/27/22

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 14,108	001-0000-331.20-25	GR2303	JAG Grant Revenue	$ 0	$ 0	$ 14,108	$ 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
$ 14,108	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 14,108	001-2100-521.34-23	GR2303	JAG Grant Professional Services	$ 0	$ 0	$ 14,108	$ 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
$ 14,108	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This amendment is necessary in order to accept and expend the 2022 JAG Grant. JAG FY 2022-22-GG-02810 Agenda 22-588.

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 10/25/22 *RESOLUTION #:* 2022-115

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

Susan L. Lambert Digitally signed by Susan L. Lambert Date: 2022.09.27 11:05:12 -04'00'	10/5/22	Lora Howell Digitally signed by Lora Howell Date: 2022.10.05 12:58:09 -04'00'			
Date Requestor's Signature	Date	Finance Approval Signature		Date	Finance Director's Signature
Patrick Dovale Digitally signed by Patrick Dovale Date: 2022.09.27 11:52:26 -04'00'	10/5/22	Lora Howell Digitally signed by Lora Howell Date: 2022.10.05 12:58:45 -04'00'			
Date Department Director's Signature	Date	Deputy Fin. Director's Signature		Date	City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	22-618	**Version:** 1	**Name:**		
Type:	Resolution		**Status:**	Consent Agenda	
File created:	10/7/2022		**In control:**	City Council	
On agenda:	10/25/2022		**Final action:**		
Title:	Approve Task Order #2023-03 in the amount of $59,216.24 and a Resolution for a contingency of $783.76 for a total of $60,000 for concrete work related to annual sidewalk and curb maintenance using the Service Level Agreement with JMD Global. Authorized the City Manager to issue the associated PO and any use of contingency. (Public Works Director/Interim Growth & Economic Development Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2023.01 COI WC -jmd-citycocoa.pdf 2023.02 COI Auto - City of Cocoa.pdf 2023.07 COI GL - jmd-citycocoa-crt.pdf B-21-30-COC-A FULLY EXECUTED AGREEMENT - JMD GLOBAL DEVELOPERS.pdf Cocoa FY 2023 Sidewalk Concrete Work Prices.pdf jmd-citycocoa-crt.pdf MASTER TABULATION SHEET - PRICING v2 Nov16-2021.pdf Resolution - Annual Concrete Sidewalk, Curb and Gutter Construction Project Contingency.pdf TO-JMD 2023-03 $59,216.24 - PW-STREETS.pdf File Summary				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 7, 2022
Agenda Date: October 25, 2022
Prepared By: Abigail Morgan, P.E., Assistant City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Approve Task Order #2023-03 in the amount of $59,216.24 and a Resolution for a contingency of $783.76 for a total of $60,000 for concrete work related to annual sidewalk and curb maintenance using the Service Level Agreement with JMD Global. Authorized the City Manager to issue the associated PO and any use of contingency.

BACKGROUND:

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

sidewalk trip hazards. The study is updated annually through the use of GIS and serves as a guiding program to address the City's needs. While the roadway conditions are scored through an industry standard degradation schedule, staff also performs on-site analysis to ensure resources are allocated in the best manner.

These proposed roadways have deteriorated due to higher traffic volumes, repairs, and age. In addition, there are various locations with damaged sidewalks and non-compliant ADA curb ramps that need replacement. City Staff is seeking approval of the concrete work Task Order to address failing sidewalk and curb and gutter as well as the need for new infrastructure installation.

STRATEGIC PLAN CONNECTION:

Infrastructure improvements add a variety of safety measures, allowing for better and safer pedestrian traffic.

BUDGETARY IMPACT:

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

Concrete Work

Amount Requested	$29,608.12
Account Number	_001-3510-541.46-00
Account Name	_Repairs & Maintenance PW18SM

Amount Requested	$29,608.12
Account Number	_423-3570-538.46-00
Account Name	_Repairs & Maintenance PW08CG

Contingency

Amount Requested	$391.88
Account Number	_001-3510-541.46-00
Account Name	_Repairs & Maintenance PW18SM

Amount Requested	$391.88
Account Number	_423-3570-538.46-00
Account Name	_Repairs & Maintenance PW08CG

PREVIOUS ACTION:

This project is part of the city's annual paving program.

RECOMMENDED MOTION:

Approve Task Order #2023-03 in the amount of $59,216.24 and a Resolution for a contingency of $783.76 for a total of $60,000 for concrete work related to annual sidewalk and curb maintenance using the Service Level Agreement with JMD Global. Authorized the City Manager to issue the associated PO and any use of contingency.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/7/2022

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 SUNZ Insurance Solutions, LLC. ID: (Cornerstone) c/o Cornerstone Capital Group, Inc. 10 Willow Road, Building 3, Suite 151 Maple Shade, NJ 08052	**CONTACT NAME:** Jessi Crumb **PHONE (A/C, No, Ext):** 870-376-2871 **FAX (A/C, No):** **E-MAIL ADDRESS:** coi.requests@cornerstonepeo.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : SUNZ Insurance Company	34762
INSURED Cornerstone Capital Group, Inc. 10 Willow Road, Building 3 Suite 151 Maple Shade NJ 08052	**INSURER B :**	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 70727150 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC044-00001-022	1/1/2022	1/1/2023	✓ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of: JMD Global Developers LLC
Client Effective: 1/1/2022

CERTIFICATE HOLDER

4924

City of Cocoa
375 North Cocoa Blvd. 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

Rick Leonard

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/06/2022

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.

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PRODUCER

StateFarm

MATTHEW BALADY
469 S ORLANDO AVE, STE 106
MAITLAND, FL 32751

CONTACT NAME: TATIANA CORREDOR
PHONE (A/C, No, Ext): 407-671-3111 FAX (A/C, No):
E-MAIL ADDRESS: TATIANA.CORREDOR. VABSZG@STATEFARM.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

JMD GLOBAL DEVELOPERS LLC
668 N ORANGE AVE STE 1009A
MAITLAND, FL 32751

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	☐ OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY			J22 6208-B13-59A	08/13/2022	02/13/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO			J63 1262-C23-59A	09/23/2022	03/23/2023	BODILY INJURY (Per person)	$
	☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS			G78 7529,7530,7531,7532	08/29/2022	02/28/2023	BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			K60 5903-B12-59	08/12/2022	02/12/2023	PROPERTY DAMAGE (Per accident)	$
							PERSONAL INJURY	$ 10,000
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Cocoa is named as additional insured as respects to general liability as required by written contract, subject to all policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER

CITY OF COCOA
375 N COCOA BLVD
COCOA , FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/4/2022

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.

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PRODUCER	CONTACT NAME: Jane Collup	
Collup Insurance LLC 378 Cherokee Roseburg OR 97471	PHONE (A/C, No, Ext): (541)647-1155	FAX (A/C, No): (541)637-0789
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Obsidian Insurance Co.	16871
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

JMD Global Developers LLC
668 North Orlando Ave, Suite 1009A
Maitland FL 32751

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Completed Operations//Commercial only [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	SCB-GL-000011936	7/11/2022	7/11/2023	EACH OCCURRENCE	$ 1000000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50000
							MED EXP (Any one person)	$ 5000
							PERSONAL & ADV INJURY	$ 1000000
							GENERAL AGGREGATE	$ 2000000
							PRODUCTS - COMP/OP AGG	$ 2000000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ] [ ]						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Covers all employees in the State of Florida

City of Cocoa is named as additonal insured as respects to general liability as required by written contract, subject to all policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER

City of Cocoa Building Department
375 N cocoa blvd
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

Jane Collup

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CITY OF COCOA
AGREEMENT B-21-30-COC-A
FOR CONCRETE SIDEWALK CURB AND
GUTTER CONSTRUCTION SERVICES

THIS AGREEMENT is made and entered into this 20th day of December, 2021, by and between the **CITY OF COCOA, FLORIDA**, a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa 32922, and **JMD GLOBAL DEVELOPERS LLC** 668 N. Orlando Avenue, Suite 1009A, Maitland, FL, 32751, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, City wishes to obtain construction services on a continuing basis; and

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

WHEREAS, Contractor participated in the selection and negotiation process and Contractor was one of several contractors chosen by the City Council at a duly held meeting on December 14, 2021 to perform future services on an as needed basis; and

WHEREAS, Contractor is willing to provide such services to the City under the terms and conditions stated herein and will be bound to the terms, conditions and pricing offered within the proposal submitted to ITB # B-21-30-COC

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the Fifth (5th) anniversary of the Effective Date. This Agreement may be renewed by mutual agreement of the Parties for a maximum of two (2) separate one (1) year renewal terms.

1.2 The terms and conditions of any Task Authorization, as described in Section 2 hereof, shall be as set forth in such Task Authorization. Any Task Authorization in effect at the termination of this Agreement shall remain in effect until completion of said Task Authorization, and all of the terms and conditions of this Agreement shall survive until completion of all Task Authorizations.

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

A. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Contractor to provide the construction services approved by Task Authorization by the City.

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

C. "Contractor" shall mean **JMD GLOBAL DEVELOPERS, LLC** and its principals, employees, resident project representatives (and assistants).

D. "Public Record" shall have the meaning given in Section 119.011(1), *Florida Statutes*.

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

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

G. "Task Authorization" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 herein, which sets forth the Work to be performed by Contractor under this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Contractor to perform electircal services on a "Task" basis. The City will communicate with Contractor, verbally or in writing, a general description of the task to be performed. The Contractor will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task, and send the thus developed "Task Proposal" to the City. If a site visit by Contractor is needed to generate the scope document, Contractor shall request approval prior to visiting the site. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Authorization". The Scope of Services generally to be provided by the Contractor through a Task Authorization may include any phases of utility construction. These phases are more clearly defined in the attached **Exhibit "A".** Nothing herein shall be construed to guarantee that Contractor will be assigned a Task.

2.2 The City will issue a Notice to Proceed to the Contractor in the form of a City purchase order. Upon receipt of the signed Task Authorization and a written Notice to Proceed from the City, the Contractor shall perform the services set forth in the Task Authorization.

2.3 For each Task Authorization in excess of $25,000.00, Contractor shall supply a materials, performance and payment bond(s) in accordance with Florida law and in substantially in conformance with the form attached to the Agreement **Exhibit "B"** and

approved by the City Attorney. The materials, performance, and payment amounts shall be in an amount equal to the total Contract Price for the Work required by the Task Authorization. The issuance of bonds required under this Agreement shall not relieve Contractor of any liability under the Agreement and any applicable Task Authorization. Contractor shall remain jointly and severally liable with any surety issuing a bond under the Task Authorization. The premium for such bonds shall be paid by the Contractor.

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE; LIQUIDATED DAMAGES

4.1 Contractor shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Authorization. The parties acknowledge that the agreed upon schedule provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms. Contractor shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a weekly basis or as otherwise reasonably requested by the City. Should Contractor fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 No extension for completion of services shall be granted to Contractor without City's prior written consent, except as provided in Sections 3.1 and 20.1 herein.

4.3 Unless otherwise expressly provided in the Task Authorization, City and Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss if the Work required by a Task Authorization is not substantially complete within the time specified therein, plus any extensions thereof allowed in accordance with a written change order. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by City if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay City five hundred dollars ($500.00) per day for each day that expires after the time specified in the applicable Task Authorization for both substantial and final completion until the work is completed within said time period, and that City has paid to the Contractor the consideration of ten ($10.00) dollars as consideration for this provision.

The liquidated damages shall be payable in addition to any excess expenses or costs payable by the Contractor to the City under this Agreement and applicable Task Authorization, and shall not preclude the recovery of damages by the City under other provisions of the Agreement, except claims related to Utility Contractor's delays in substantial completion. The City's right to receive liquidated damages shall in no manner affect the City's right to terminate the Agreement or any applicable Task Authorization, as provided in this Agreement or elsewhere in the Task Authorization. The City's exercise of the right to terminate shall not release the Contractor from the obligation to pay said liquidated damages.

When the City reasonably believes (i) that substantial completion will be inexcusably delayed; or (ii) that the Utility Contractor will fail to achieve final completion by the date of final completion, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor the daily amount specified for liquidated damages for each calendar day of the unexcused delay. If and when the Contractor overcomes the delay in timely achieving substantial completion or final completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF UTILITY CONTRACTOR

5.1 General Services. For basic and additional Services performed by Utility Contractor's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Contractor an amount equal to that agreed upon by the parties for a particular Task Authorization.

5.2 Additional Services Performed by Professional Associates and Consultants. For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Contractor to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Contractor an amount equal to that billed Contractor by the independent professional associates and consultants multiplied by a factor of 1.10. Prior to payment by the City, the Contractor shall submit to the City a copy of any written invoice received by Contractor from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

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

5.4 Reimbursable Expenses. In addition to payments provided in paragraphs 5.1, 5.2 and 5.3 above, City agrees to pay Contractor the actual cost of all Reimbursable Expenses incurred in connection with any Task Authorization.

5.5 Payment. Upon receipt of a proper invoice from Contractor, the City agrees to pay the Contractor the invoice amount providing said amount accurately reflects the terms and conditions of this Agreement and any applicable Task Authorization. Invoices may only be submitted on a monthly basis unless otherwise agreed by the City. Unless otherwise agreed in writing by the City, there shall be no other compensation paid to the Contractor and its principals, employees, resident project representatives (and assistants), and independent professional associates and consultants in the performance of Work under this Agreement. The City agrees to make all payments due within thirty (30) days of receipt of a proper invoice delivered by Contractor.

5.6 Witholding Payments. Progress payments may be withheld if:

a. Work is found defective and not remedied;

b. Contractor does not make prompt and proper payments to subcontractors;

c. Contractor does not make prompt and proper payments for labor, materials, or equipment furnished him;

d. Another Contractor is damaged by an act for which Contractor is responsible;

e. Claims or liens are filed on the job; or

f. In the opinion of the City, Utility Contractor's work is not progressing satisfactorily.

5.7 **Final Payment.** The City shall withhold up to 5% of the Contract Price set forth in any Task Authorization throughout the subject project in accordance with the Local Government Prompt Payment Act ("Act"). City shall promptly make payment to the Contractor unless the City has grounds, under the Act, for withholding the payment of the retainage. The remaining retainage amount withheld shall be released with the Final Payment after the issuance of the Final Completion Certificate. City shall make final payment to Contractor within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until Contractor has delivered to CITY a complete release of liens arising out of the Task Authorization, or receipt of releases of lien fully covering all labor, materials and equipment for which a lien could be filed, or in the alternative a bond satisfactory to City indemnifying him against such claims.

By making payments, City does not waive claims including but not limited to those relating to:

a. Faulty work appearing after substantial completion has been granted;

b. Work that does not comply with the Task Authorization and this Agreement;

c. Outstanding claims of liens; or

d. Failure of Contractor to comply with any special guarantees required by the Agreement and applicable Task Authorization.

6.0 RIGHT TO INSPECTION

6.1 City or its affiliates shall at all times have the right to review or observe the services performed by Contractor. The City shall be given free access to the worksite at all times during work preparation and progress. The City's Project Manager is not obligated to make exhaustive or continuous onsite inspections to perform his or her duties of checking and reporting on work progress, and any such inspections shall not waive City's claim regarding defective work by Contractor.

6.2 No inspection, review, or observation shall relieve Contractor of its responsibility under this Agreement. The City will not be responsible for the means of construction, or for the sequences, methods and procedures used therein, or for the Utility Contractor's failure to perform the work in accordance with the applicable Task Authorization and this Agreements.

7.0 PROGRESS MEETING

7.1 City's Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of work entered into under this Agreement. Utility Contractor's Project Manager and all other appropriate personnel shall attend such meetings as designated by the City's Project Manager. The City's review, inspection, or approval of any Work, applications for payment, or other submittals shall be solely for the purpose of determining whether the same are generally consistent with the City's scope and requirements for the Project. No review, inspection, or approval by the City of such Work or documents shall relieve the Contractor of its responsibility for the performance of its obligations under the applicable Task Authorization or the accuracy, adequacy, fitness, suitability, or coordination of the Work. Approval by any governmental or other regulatory agency or other governing body of any Work, design document, or construction document shall not relieve Contractor of responsibility for the performance of its obligations under this Agreement and applicable Task Authorization. Payment by the City pursuant to the this Agreement shall not constitute a waiver of any of the City's rights under this Agreement or at law, and the Contractor expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by the City. Notwithstanding the foregoing, prompt written notice shall be given by the City or City Project Manager to the Contractor if the City becomes aware of any fault or defect in the subject Project or non-conformance with this Agreement and applicable Task Authorization. Furthermore, the City shall not have control or charge of construction means, methods,

techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the Electrical Contractorr, for any of the foregoing purposes, be deemed the agent of the City.

8.0 RESPONSIBILITIES OF CONTRACTOR The Utility Contractor's duties and rights in connection with any Task Authorization issued by the City herein are as follows:

8.1 Responsibility for Supervision and Construction. Contractor shall be solely responsible for all construction under the Task Authorization, including the techniques, sequences, procedures and means, for the coordination of all work. Contractor shall supervise and direct the work, and give it all attention necessary for such proper supervision and direction.

8.2 Discipline and Employment. Contractor shall maintain at all times strict discipline among his employees, and he agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.

8.3 Furnishing of Labor, Materials, etc. Contractor shall provide and pay for all labor, materials and equipment, including tools, construction equipment and machinery, utilities, including water, transportation, and all other facilities and work necessary for the proper completion of work on the project in accordance with this Agreement and Task Authorization.

8.4 Payment of Taxes: Procurement of Licenses and Permits. Contractor shall secure all licenses and permits necessary for proper completion of the work, paying the fees thereof. Contractor warrants that it (and subcontractors or tradesmen, if authorized in the Task Authorization) hold or will secure all trade or professional licenses required by law for the Contractor to undertake the Work required by the Task Authorization.

8.5 Guarantee. The Contractor hereby guarantees the Work to the full extent provided in the Task Authorization and any applicable Plans, Specifications, General Conditions, Special Conditions and other contract documents. The Contractor shall remove, replace and/or repair at its own expense and at the convenience of the City any faulty, defective or improper Work, materials or equipment discovered within one (1) year from the date of the acceptance of the project as a whole by the City or for such longer period as may be provided in the applicable Task Authorization, Plans, Specifications, General Conditions, Special Conditions or other contract documents. Without limiting the generality of the foregoing, the Contractor warrants to the City, that all materials and equipment furnished under this Agreement and Task Authorizations will be of first class quality and new, unless otherwise required or permitted by the applicable Task Authorization, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Task Authorization. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Task Authorization shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Furthermore, Contractor will provide written guarantee for work and materials for a minimum of one (1) calendar year after acceptance by City unless a longer time period is

required by a Task Authorization. The one (1) period is not a limitation upon manufacturer warranties or Utility Contractor's payment and performance Bond(s).

8.6 Preparation/Sufficiency of Site. The Contractor shall, among other things, and as applicable: (i) visit and thoroughly inspect the Project Sites and any structure(s) or other man-made features to be modified and become familiar with local conditions under which the Project will be constructed and operated; (ii) familiarize itself with any provided survey, including the location of all existing buildings, utilities, conditions, streets, equipment, components, and other attributes having or likely to have an impact on the Project; (iii) familiarize itself with the City's layout and design requirements, conceptual design objectives, and budget for the Projects; (iv) familiarize itself with pertinent Project dates, including the Project Schedule; (v) review and analyze all Project geotechnical, hazardous substances, structural, chemical, electrical, mechanical, and construction materials tests, investigations, and recommendations; and (vi) gather any other information necessary for a thorough understanding of the Project. If the Project involve modifications to any existing structure(s) or other man-made feature(s) on the Project Site, the Contractor shall also review all as-built and record drawings, plans, and specifications of which the Contractor has been informed by the City, and shall thoroughly inspect the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components. Claims by the Contractor resulting from its failure to familiarize itself with the Project Sites or pertinent documents shall be deemed waived.

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

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Contractor reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

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

A. Professional Liability: If professional services are rendered under any Task Authorization, proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit for each occurrence.

B. The Contractor shall maintain comprehensive general liability insurance in the minimum amount of $2,000,000 as the combined single limit for each occurrence to protect the Contractor from claims of property damages which may arise from any Services performed under this Agreement whether such Services are performed by the Contractor or by anyone directly employed by or contracting with the Contractor.

C. The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

D. Contractor shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a 30-day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **With the exception of any required professional insurance policy hereunder, the City shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time.**

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

12.1 Contractor represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Authorization, shall be consistent with recognized and sound construction practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered.

12.2 Contractor represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 Contractor guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding

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

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Contractor agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics or means of transmission, of Contractor related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of City or the Contractor. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics or means of transmission of Contractor are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS/CITY CLERK AT (321) 433-8484, 65 STONE STREET, COCOA, FLORIDA 32922.

Contractor is required to and agrees to comply with public records laws. Contractor shall keep and maintain all public records required by City to perform the services as agreed to herein. Contractor shall provide the City, upon request from the CITY CLERK, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Contractor shall transfer to City, at no cost, all public records in possession of the Contractor, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Contractor shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from the City Clerk, in a format that is compatible with the information technology systems of City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied

14.2 Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Contractor and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein may be reused by the City for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adoption by the Contractor, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Contractor by the City or any other person, the City shall immediately notify Contractor of the request and the Contractor shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Contractor does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Contractor acknowledges that if the Contractor does not provide the public records to the City within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes. The Contractor acknowledges that if a civil action is filed against the Contractor to compel production of public records relating to this Agreement, the court may assess and award against Contractor the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Contractor, be open and freely exhibited to the City for the purpose of examination, audit or otherwise. Failure by Contractor to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Contractor fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Contractor failure to comply with this Section, the City shall collect from Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Contractor. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Contractor failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

14.3 The Contractor acknowledges that the City is a Florida Municipal Corporation and subject to the Florida Public Records Law. Contractor agrees that to the extent any document produced by Contractor under this Agreement constitutes a Public Record, Contractor shall comply with the Florida Public Records Law.

15.0 ASSIGNMENT

15.1 Contractor shall not assign or subcontract this Agreement, any Task Authorization hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 TERMINATION; DEFAULT BY UTILITY CONTRACTOR AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, at any time with or without cause. Without limitation, the following shall be considered cause for terminating this Agreement and shall constitute a default hereunder:

17 .2 Contractor defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Contractor shall have such time as is reasonably necessary to remedy the default, provided the Contractor promptly takes and diligently pursues such actions as are necessary.

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

17.4 Contractor has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or

17.5 Contractor has committed any act of fraud upon the City; or

17.6 Contractor has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

17.7 Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement.

17.8 Contractor fails to comply with any condition or provision of this Agreement including any Task Authorization.

17.9 Notwithstanding the aforementioned, in the event of a default by Utility Contractor, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination. Additionally, in the event of such termination upon default and breach of this Agreement, the City may take possession of the Project Site and of all materials, tools, and appliances thereon and finish the work by whatever method the City may deem expedient. Any completed services performed by Contractor under this Agreement shall, at the option of the City, become the City's property and Contractor shall be entitled to receive equitable compensation for any Work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement, and the City may withhold any payments to Contractor for the purpose of setoff until such time as the amount of damages due to the City from Contractor can be determined.

18.0 FORCE MAJEURE

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

19.0 GOVERNING LAW & VENUE

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

19.2 The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for Brevard County, Florida.

20.0 HEADINGS

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

21.0 SEVERABILITY

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

22.0 WAIVER AND ELECTION OF REMEDIES

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

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

23.0 THIRD PARTY RIGHTS

23.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.

24.0 PROHIBITION AGAINST CONTINGENT FEES

24.1 Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

25.0 ENTIRE AGREEMENT

25.1 This Agreement, including any Task Authorizations and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Contractor with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded. The terms and conditions of this Agreement shall be deemed automatically incorporated into any Task Authorization approved and executed hereunder regardless if the Task Authorization references this Agreement.

26.0 NO JOINT VENTURE

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

27.0 ATTORNEY'S FEES

27.1 Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

28.0 COUNTERPARTS

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

29.0 AGREEMENT INTERPRETATION; DRAFTING

29.1 At its discretion, during the course of the work, should any errors, ambiguities or discrepancies be found in the Agreement or specifications, the City at its sole discretion will interpret the intent of the Agreement and work descriptions and the Contractor hereby agrees to abide by the City's interpretation and agrees to carry out the work in accordance with the decision of the City. When the material, article or equipment is designated by a brand name and more than one brand name is listed, it will be understood that the work is based on one brand name only. The Contractor will be responsible for all coordination necessary to accommodate the material, article or equipment being provided without additional cost to the City. A substitute material, article or equipment is allowed if it is reasonably equivalent to the brand name specified. The City has full discretion to decide whether a substitute is reasonably equivalent. Contractor must notify the City prior to use of the substitute for a specified brand name and allow the City to make a determination before Contractor uses the substitute.

29.2 City and Contractor each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties in a court of competent jurisdiction, except as provided in Section 29.1.

30.0 NON-DISCRIMINATION

30.1 Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

31.0 PUBLIC ENTITY CRIMES

31.1 As provided in §287.132 and §287.133, *Florida Statutes*, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and Contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by §287.133(3)(1), *Florida Statutes*.

32.0 CODE REQUIREMENTS

32.1 The Contractor and its subcontractors on any project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to the project and the actions or operations of those engaged in the work or concerning materials used. Contractor shall ask for and receive any required inspections.

33.0 TESTING

33.1 The Contractor shall be responsible for all tests and testing required by this Contract, unless otherwise specified. All testing shall be done in the presence of a representative of the City. The City reserves the right to test all materials, products, installations and equipment.

33.2 All pipelines will be placed in satisfactory operating condition by the Contractor prior to final payment, and the Contractor shall furnish a letter addressed to the City advising that the completed Work has been installed in accordance with the plans and specifications of this Contract and that all items are in proper operating condition.

34.0 CITY'S RIGHT TO STOP WORK

34.1 If the Contractor persistently fails or refuses to perform the Work in accordance with the contract documents, the City shall have the right, but not an obligation, to order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the City orders that the Work be resumed. In such event, the Contractor shall immediately obey such order. A stop work directive provided under this paragraph shall not entitle the Contractor to an extension of the completion date.

35.0 CITY'S RIGHT TO PERFORM WORK

35.1 If the Utility Contractor's Work is stopped by City, or if the Electrical Contractor persistently fails or refuses to perform the Work in accordance with the contract documents, and the Contractor fails within three (3) working days of such stoppage, failure, or refusal, to provide adequate assurance to the City that the cause of such stoppage, failure, or refusal will be

eliminated or corrected, then the City may, without prejudice to any other rights or remedies the City may have against Contractor, proceed to carry out the subject Work. In such a situation, an appropriate change order shall be issued deducting from the contract price the cost of correcting the subject deficiencies, plus compensation for the City's Consultant's additional services and expenses necessitated thereby, if any. If the unpaid portion of the contract price is insufficient to cover the amount due the City, the Contractor shall pay the difference to the City.

36.0 EMERGENCIES

36.1 All emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City or the City's authorized representative, is obligated to immediately act to prevent threatened damage, injury, or loss. The Contractor shall give the City's authorized representative(s) written documentation within three (3) days from the inception of said emergency if the Contractor believes that any significant changes in the Work or variations from the contract documents have been caused thereby. If the City's authorized representative determines that a change in the contract documents is required because of action taken by the Contractor in response to such an emergency, a change order will be issued to document the consequences of such action.

37.0 WARRANTY / GUARANTEE

Unless otherwise required by the specifications, the Contractor shall furnish a one (1) year warranty on all equipment, furnishings, and installation provided hereunder against defect in material and/or workmanship. The warranty shall become effective on the Date of Substantial Completion and acceptance by the City or as otherwise required by law. Should any defect in materials or workmanship, excepting ordinary wear and tear, be discovered during the above-stated warranty period, the Contractor, upon written notice from the City, shall immediately repair or replace same at no cost to the City. The Contractor will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control, and without fault or negligence, of the Contractor, such as misuse or neglect by the City, acts of God, fires, floods and hurricanes.

38.0 WAIVER OF JURY TRIAL

38.1 The City and Contractor hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the construction of the work, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

39.0 BARRICADES

39.1 The Contractor shall provide all barricades and/or protective safety devices and shall take all necessary precautions to protect all personnel and property. The

Contractor shall remove said barricades and/or safety devices from City property at the completion of the project.

40.0 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

40.1 By the submission of its Bid, Bidder certifies that all material, equipment, etc. contained in its bid meets all Occupational Safety and Health Act (OSHA) requirements. Bidder further certifies that if it is the successful Bidder, and any of the material, equipment, etc. delivered is subsequently found to be deficient of any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the Bidder. Furthermore, in compliance with Florida law, any item delivered from a Task assigned under this Agreement must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must include the following information:

A. The chemical name and common name of the toxic substance

B. The hazards or other risks in the use of the toxic substances including:

1. The potential for fire, explosion, corrosion and reactivity
2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance
3. The primary routes of entry and symptoms of over-exposure

C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over-exposure

D. The emergency procedure for spills, fire, disposal and first aid

E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information

41.0 STORAGE, REMOVAL AND DISPOSAL OF SOLID WASTE/CONSTRUCTION DEBRIS

41.1 The Contractor must comply with all applicable City Codes and solid waste franchise agreements regarding the storage, removal, and disposal of solid waste and construction debris. Prior to performing any Services required hereunder, the Contractor shall contact the City's Utilities Department for information relative to complying with this section.

42.0 MATERIALS, INSTALLATION AND PERFORMANCE

42.1 The Contractor shall be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in their Bid. The Contractor is in no way relieved of the responsibility for the performance of all equipment furnished or of assuring the timely delivery of materials, equipment, etc. even though it is not of their own manufacture. Unless otherwise specified, material storage shall be on site and within the defined area of the Work and within the Contractor's area of responsibility.

43.0 SET UP AND CONNECTIONS

43.1 All equipment is to be set up, connected to utilities, checked and demonstrated at no charge to the City. The Contractor shall be responsible for all transportation, off-loading, handling, storage and installation of any City-furnished Contractor-installed material and equipment.

44.0 SAFETY AND PROTECTION OF PROPERTY

44.1 The Contractor shall take all reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to, its employees on the Work and all other persons who may be affected thereby; the Work and materials and equipment to be incorporated therein; and all other property at the site or adjacent thereto including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss, and shall give all notices required by same. This requirement includes, but is not limited to, the United Sates Occupational Safety and Health Act and the Florida Trench Safety Act, *Florida Statute* §553.60.

45.0 TAXES

45.1 The Contractor shall pay all applicable sales, consumer-use, and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.

46.1 ENTIRETY OF CONTRACT

46.1 The City and the Contractor agree that this Contract sets forth the entire Contract between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 3.0 – Changes in the Scope of Work.

47.0 NOTICE

For Contractor
JMD GLOBAL DEVELOPERS
668 N. Orlando Avenue, Suite 1009A
Maitland, Fl, 32751
Benjamin Hernandez
877-945-0004
b.hernandez@jmdglobaldevelopers.com

For City:

City of Cocoa/ Utilities Department
Attention: Utilities Director
351 Shearer Blvd.
Cocoa, Florida 32922
(321) 433-8710

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

48.0 SOVEREIGN IMMUNITY

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

49.0 CORPORATE REPRESENTATIONS BY Contractor

49.1 Contractor hereby represents and warrants to the City the following:

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

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

50.0 INDEMNIFICATION.

50.1 For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor shall indemnify, hold harmless and defend the City, its officers, agents, officials, representatives, employees, and/ or

attorneys against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of Contractor, its agent(s), vendors, contractors, subcontractor(s), representatives, servants or employees in the execution, performance or non-performance or failure to adequately perform Contractor's obligations pursuant to this Agreement and any and all Task Authorizations hereunder.

50.2 The indemnification provided above shall obligate the indemnifying party to defend at its own expense or to provide for such defense, at the sole 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, its officers, agents, officials, representatives, employees, and/or attorneys which may result from the services under this Agreement whether the services be performed by the indemnifying party or anyone directly or indirectly employed or hired by them. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are reasonable. This paragraph shall survive termination of this Agreement.

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

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

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

CITY:

CITY OF COCOA FLORIDA

By: _____
Stockton Whitten, City Manager

ATTEST:

Contractor:

JMD GLOBAL DEVELOPERS

By: _____
Benjamin Hernandez
Senior Development Manager

EXHIBIT "A"

SCOPE OF SERVICES

The Contractor shall provide the City with the following services for concrete sidewalk, concrete curb, shoulder and valley gutter construction services. All pricing shall be in accordance with ATTACHMENT "E" submitted in response to ITB # B-21-30-COC.

A. The construction to be performed under this contract will be at various locations within the City of Cocoa. The purpose of these specifications is to establish standards from which the contractor may be selected to perform this work. Once the contractor(s) has/have been selected, the specifications shall be a guide from which the contractor shall work.

B. The awarded contractor for this bid must provide the Public Works Department with the names of at least two (2) concrete suppliers to insure against job hold-up due to no available source of ready mix.

C. Any job started during the term of this contract will be awarded to one of the contractors of record of this contract. The awarded contractor must agree to hold prices throughout the duration of the project.

D. Once the contractor has/have had an opportunity to review a bid for a project with a project duration, the awarded contractor must complete the project from Purchase Order receipt date within the specified project timeframe.

E. All construction of sidewalks shall be in accordance with the Florida Department of Transportation Standard Specifications for Road and Bridge Constructions, Edition of 2007, Section 522 Concrete Sidewalk.

F. For portions of this bid not covered under Section 522 if the FDOT Standard Specifications, the most applicable specification from the latest FDOT Standard Specifications for Road and Bridge Construction or City Code will apply. FDOT Standard Specification Library can be found at: https://www.fdot.gov/programmanagement/implemented/specbooks/default.shtm.

G. The contractor shall provide all labor, materials, and equipment necessary to bring the sidewalks to the level of construction required under these specifications.

H. The contractor shall provide all necessary resources for traffic control in accordance with the guidelines provided in "Manual of Uniform Traffic Control Devices" and "Traffic Controls in Construction and Maintenance Work Zones".

I. Contractor must provide a minimum of 24 hours' notice prior to leaving the job site.

J. Contractor will be responsible for the removal of all related construction debris within 48 hours after finishing concrete work.

K. The City will provide the awarded contractor a single point of contact for scheduling and coordinating all work performed under these specifications.

L. The contractor will be responsible for removing any defective work and replacing it. If the contractor is unable to remove the defective work, the City will do so and the contractor will be responsible for reimbursing the City for labor and equipment.

M. The City retains the right to select any vendor to whom a multiple-vendor award has been made.

N. The City retains the right to separately and competitively bid any and all job estimates.

EXHIBIT "B"

FORM

PUBLIC CONSTRUCTION BOND

In compliance with Section 255.05, Florida Statutes

BOND NO.:	
Contractor Name:	
Contractor Address:	
Contractor Phone No.:	
Surety Company:	
Surety Agent:	
Owner Name:	City of Cocoa
Owner Address:	65 Stone Street Cocoa, Florida 32922
Owner Phone No.	(321) 433-8710
Owner Fax No.	
Owner Email:	
Contract Date:	
Contract Amount:	$
Bond Amount:	$
Contract No. (if applicable):	
Description of Work:	
Project Address:	
Legal Description:	

Bid Number:

BY THIS BOND, We,_____., a _____as Principal, and _____ a _____ Corporation as Surety, are hereby bound to the **CITY OF COCOA**, a Florida municipal corporation , herein called Owner, in the sum of $_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

a. Performs the _____Agreement dated _____, 20___, ("Agreement") between Principal and Owner for construction of the _____as specified in the Agreement, the Agreement being made a part of this bond by reference, at the times and in the manner prescribed in this Agreement; and

b. Promptly makes payments to all claimants, as defined in section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Agreement; and

c. Pays Owner all losses, damages, including delay damages, expenses, and costs that Owner sustains because of a default by Principal under the Agreement; and

d. Performs the guarantee of all work and materials furnished under the Agreement for the time specified in the Agreement and by law including all warranties and guarantees specified in the Agreement, then this bond is to be void; otherwise it remains in full force and effect.

e. In any action against this performance bond, the Owner is entitled to attorney's fees under sections 627.428 and 627.756, Florida Statutes, and Danis Industries Corp. v. Ground Improvement Techniques, 645 So.2d 420 (Fla. 1994) and McCarthy Bros. Co. v. Tilbury Construction, Inc., 849 So.2d 7 (Fla. 1st DCA 2003), including appellate attorney's fees.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have assigned and sealed this instrument this _____ day of _____ __ 2021.

CONTRACTOR AS PRINCIPAL

_____., a _____:

_____

(Corporate Seal)

Signature_____

Title_____

SURETY

Company:

_____

(Corporate Seal)

Signature_____

Title_____

Approved as to Form:

_____

Cocoa City Attorney

			Sidewalk Square Yards			F Type	Miami	F Type	Miami
Street Name	From	To	4" Thick (New)	4" Thick (R&R)	6" Thick (R&R)	Curb Remove and Replace (LF)	Curb Remove and Replace (LF)	New Install (LF)	New Install (LF)
Pinyon Dr	Cox Rd	SR 524							
Longleaf Rd	Pinyon Dr	Pinyon Dr							
Ponderosa St	Pinyon Dr	Longleaf Rd							
S Varr Ave	SR 520	Peachtree St	65					117	128
Ridgeway Ave	SR 520	Peachtree St							
St Johns St	US 1	Ridgeway Ave				13		222	563
Washington Ave	SR 520	S Wilson Ave		36		20			20
St Johns St	Washington Ave	Blake Ave							
Ivy Dr	College Ave	Terminus		49			30		
Cooper Dr	East Stetson Circle	East Stetson Circle		74	14				
Cambridge	Cambridge School	Westview		85			658		
			65	243.4	14	33	688	339	711
		UNIT PRICE	$ 33.95	$ 49.82	$ 57.95	$ 32.00	$ 32.00	$ 20.00	$ 20.00
		TOTAL PRICE	$ 2,206.75	$ 12,126.19	$ 811.30	$ 1,056.00	$ 22,016.00	$ 6,780.00	$ 14,220.00
							TOTAL PROJECT PRICE>>>>>>>>>>>>>>>>>>>>>		$ 59,216.24

COCOA FLORIDA

JMD GLOBAL
BUILDING & DESIGNING THE FUTURE, TODAY

Reference Bid B-21-30-COC **Dated: September 23, 2022**

Proposal for FY 2023 Concrete Sidewalks and Gutter Construction Services

JMD GLOBAL DEVELOPERS LLC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/4/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jane Collup	
Collup Insurance LLC 378 Cherokee Roseburg OR 97471	PHONE (A/C, No, Ext): (541)647-1155	FAX (A/C, No): (541)637-0789
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Obsidian Insurance Co.	16871
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

JMD Global Developers LLC
668 North Orlando Ave, Suite 1009A

Maitland FL 32751

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Completed Operations//Commercial only [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	SCB-GL-000011936	7/11/2022	7/11/2023	EACH OCCURRENCE	$ 1000000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50000
							MED EXP (Any one person)	$ 5000
							PERSONAL & ADV INJURY	$ 1000000
							GENERAL AGGREGATE	$ 2000000
							PRODUCTS - COMP/OP AGG	$ 2000000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ] [ ]						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Covers all employees in the State of Florida

CERTIFICATE HOLDER

City of Cocoa Building Department
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

Jane Collup

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CITY OF COCOA
MASTER TABULATION SHEET
Concrete Sidewalks, Curb and Gutter Construction Services
ITB 21-30-COC
ITB Final Tabulation Sheet
Due: September 16, 2021 3:00PM (ET)

Note: The Tabulation Sheet is used to document the screening of bid/proposal pricing, materials and immaterial contents. Results of the tabulation are documented within this form DOES NOT constitute an award. After evaluations are recorded, recommendation is reviewed by City Council for final approval. Notice of award will be sent forth via email from the Purchasing and Contracts Division.

				Bid Prices Submitted					Mid Point Total Dollars			
				Goodson Paving	Garcia Civil Contractors LLC	Sparks Concrete LLC	JMD Global Developers LLC	Qty Range Mid Point	Goodson Paving	Garcia Civil Contractors LLC	Sparks Concrete LLC	JMD Global Developers LLC
ITEM #	Description	Qty Range	Unit	Unit Price	Unit Price	Unit Price	Unit Price					
1	New Concrete Sidewalk Construction-3000 P.S.I. (4" Fiber)/F.D.O.T. Specifications[2]	20-100	SY	$ 45.10	$ 142.02	$ 100.00	$ 33.95	60	$ 2,706.00	$ 8,521.20	$ 6,000.00	$ 2,037.00
2	New Concrete Sidewalk Construction-3000 P.S.I. (4" Fiber)/F.D.O.T. Specifications[2]	101-250+	SY	$ 40.60	$ 74.61	$ 90.00	$ 34.27	175.5	$ 7,125.30	$ 13,094.06	$ 15,795.00	$ 6,014.39
3	New Concrete Sidewalk Construction-3000 P.S.I. (6" Fiber)/F.D.O.T. Specifications[2] (square yard price to include concrete driveway aprons construction)	20-100	SY	$ 53.10	$ 152.46	$ 120.00	$ 39.45	60	$ 3,186.00	$ 9,147.60	$ 7,200.00	$ 2,367.00
4	New Concrete Sidewalk Construction-3000 P.S.I. (6" Fiber)/F.D.O.T. Specifications[2] (square yard price to include concrete driveway aprons construction)	101-250+	SY	$ 49.80	$ 97.29	$ 110.00	$ 40.92	175.5	$ 8,739.90	$ 17,074.40	$ 19,305.00	$ 7,181.46
5	Remove and Replace Concrete Sidewalk Construction-3000 P.S.I. (4" Fiber)/F.D.O.T. Specifications	20-100	SY	$ 71.35	$ 124.17	$ 130.00	$ 48.95	60	$ 4,281.00	$ 7,450.20	$ 7,800.00	$ 2,937.00
6	Remove and Replace Concrete Sidewalk Construction-3000 P.S.I. (4" Fiber)/F.D.O.T. Specifications	101-250+	SY	$ 65.25	$ 74.61	$ 120.00	$ 49.82	175.5	$ 11,451.38	$ 13,094.06	$ 21,060.00	$ 8,743.41
7	Remove and Replace Concrete Sidewalk Construction-3000 P.S.I. (6" Fiber)/F.D.O.T. Specifications (square yard price to include concrete driveway aprons construction)	20-100	SY	$ 78.60	$ 134.63	$ 140.00	$ 57.95	60	$ 4,716.00	$ 8,077.80	$ 8,400.00	$ 3,477.00
8	Remove and Replace Concrete Sidewalk Construction-3000 P.S.I. (6" Fiber)/F.D.O.T. Specifications (square yard price to include concrete driveway aprons construction)	101-250+	SY	$ 74.15	$ 85.07	$ 160.00	$ 58.82	175.5	$ 13,013.33	$ 14,929.79	$ 28,080.00	$ 10,322.91
9	Detectable Warnng Surfaces (Inset)	10-25	SF	$ 61.00	$ 25.00	$ 50.00	$ 22.55	17.5	$ 1,067.50	$ 437.50	$ 875.00	$ 394.63
10	Detectable Warnng Surfaces (Inset)	51-100+	SF	$ 61.00	$ 25.00	$ 40.00	$ 24.42	75.5	$ 4,605.50	$ 1,887.50	$ 3,020.00	$ 1,843.71
11	Detectable Warnng Surfaces (Screwdown Retro-fit)	10-25	SF	$ 50.00	$ 99.41	$ 50.00	$ 29.27	17.5	$ 875.00	$ 1,739.68	$ 875.00	$ 512.23
12	Detectable Warnng Surfaces (Screwdown Retro-fit)	51-100+	SF	$ 50.00	$ 62.26	$ 40.00	$ 27.50	75.5	$ 3,775.00	$ 4,700.63	$ 3,020.00	$ 2,076.25
	Concrete Curb - Index 300/F.D.O.T.											
13	Type A	10-25	LF	$ 29.00	$ 164.62	$ 40.00	$ 22.00	17.5	$ 507.50	$ 2,880.85	$ 700.00	$ 385.00
14	Type A	26-50+	LF	$ 18.00	$ 96.46	$ 30.00	$ 22.00	38	$ 684.00	$ 3,665.48	$ 1,140.00	$ 836.00
15	Type B	10-25	LF	$ 26.00	$ 164.99	$ 40.00	$ 22.00	17.5	$ 455.00	$ 2,887.33	$ 700.00	$ 385.00
16	Type B	26-50+	LF	$ 16.50	$ 96.84	$ 30.00	$ 22.00	38	$ 627.00	$ 3,679.92	$ 1,140.00	$ 836.00
17	Type D	10-25	LF	$ 24.15	$ 164.99	$ 40.00	$ 22.00	17.5	$ 422.63	$ 2,887.33	$ 700.00	$ 385.00
18	Type D	26-50+	LF	$ 13.75	$ 96.84	$ 30.00	$ 22.00	38	$ 522.50	$ 3,679.92	$ 1,140.00	$ 836.00
19	Type E	10-25	LF	$ 30.00	$ 169.12	$ 50.00	$ 22.00	17.5	$ 525.00	$ 2,959.60	$ 875.00	$ 385.00
20	Type E	26-50+	LF	$ 19.75	$ 100.97	$ 40.00	$ 22.00	38	$ 750.50	$ 3,836.86	$ 1,520.00	$ 836.00

				Bid Prices Submitted					Mid Point Total Dollars			
ITEM #	Description	Qty Range	Unit	Goodson Paving Unit Price	Garcia Civil Contractors LLC Unit Price	Sparks Concrete LLC Unit Price	JMD Global Developers LLC Unit Price	Qty Range Mid Point	Goodson Paving	Garcia Civil Contractors LLC	Sparks Concrete LLC	JMD Global Developers LLC
21	Type F	10-25	LF	$ 27.50	$ 168.18	$ 50.00	$ 29.00	17.5	$ 481.25	$ 2,943.15	$ 875.00	$ 507.50
22	Type F	26-50+	LF	$ 18.35	$ 100.03	$ 40.00	$ 29.00	38	$ 697.30	$ 3,801.14	$ 1,520.00	$ 1,102.00
23	Drop Curb (2.0 feet wide)	10-25	LF	$ 24.15	$ 166.68	$ 40.00	$ 28.00	17.5	$ 422.63	$ 2,916.90	$ 700.00	$ 490.00
24	Drop Curb (2.0 feet wide)	26-50+	LF	$ 16.00	$ 98.53	$ 30.00	$ 28.00	38	$ 608.00	$ 3,744.14	$ 1,140.00	$ 1,064.00
25	Valley Gutter (3.5 feet wide)	10-25	LF	$ 36.00	$ 169.31	$ 60.00	$ 30.00	17.5	$ 630.00	$ 2,962.93	$ 1,050.00	$ 525.00
26	Valley Gutter (3.5 feet wide)	26-50+	LF	$ 31.25	$ 101.16	$ 60.00	$ 30.00	38	$ 1,187.50	$ 3,844.08	$ 2,280.00	$ 1,140.00
27	6"x6" Curb Poured on Existing Surface	10-25	LF	$ 18.90	$ 159.73	$ 25.00	$ 30.00	17.5	$ 330.75	$ 2,795.28	$ 437.50	$ 525.00
28	6"x6" Curb Poured on Existing Surface	26-50+	LF	$ 12.75	$ 91.58	$ 25.00	$ 30.00	38	$ 484.50	$ 3,480.04	$ 950.00	$ 1,140.00
									$ 74,877.95	**$ 153,119.33**	**$ 138,297.50**	**$ 59,284.48**
Additional Curb Work												
29	Aluminum Handrail - 2 rails high		LF	$ 83.00	$ 80.00	$ 125.00	$ 88.00		$ -	$ -	$ -	$ -
30	Aluminum Handrail - 3 rails high		LF	$ 87.00	$ 90.00	$ 160.00	$ 132.00		$ -	$ -	$ -	$ -
31	Curb & Gutter Removal	25-250	LF	$ 21.00	$ 32.80	$ 50.00	$ 17.82	137.5	$ 2,887.50	$ 4,510.00	$ 6,875.00	$ 2,450.25
32	Curb & Gutter Removal	251-500+	LF	$ 12.25	$ 20.53	$ 50.00	$ 17.82	375.5	$ 4,599.88	$ 7,709.02	$ 18,775.00	$ 6,691.41
33	Miscellaneous Concrete Removal	50-500	SY	$ 18.60	$ 36.54	$ 50.00	$ 31.00	275	$ 5,115.00	$ 10,048.50	$ 13,750.00	$ 8,525.00
34	Miscellaneous Concrete Removal	501-1000+	SY	$ 15.20	$ 23.86	$ 50.00	$ 31.00	750.5	$ 11,407.60	$ 17,906.93	$ 37,525.00	$ 23,265.50
									$ 24,009.98	**$ 40,174.45**	**$ 76,925.00**	**$ 40,932.16**
Pavers - F.D.O.T												
35	Asphalt Removal	20-100	SY	$ 18.60	$ 76.83	$ 10.00	$ 31.00	60	$ 1,116.00	$ 4,609.80	$ 600.00	$ 1,860.00
36	Asphalt Removal	101-250+	SY	$ 14.25	$ 37.83	$ 10.00	$ 31.00	175.5	$ 2,500.88	$ 6,639.17	$ 1,755.00	$ 5,440.50
37	Paver Removal	20-100	SY	$ 37.00	$ 66.00	$ 50.00	$ 38.00	60	$ 2,220.00	$ 3,960.00	$ 3,000.00	$ 2,280.00
38	Paver Removal	101-250+	SY	$ 22.50	$ 37.83	$ 50.00	$ 38.50	175.5	$ 3,948.75	$ 6,639.17	$ 8,775.00	$ 6,756.75
41	Ribbon Curb Installation	10-25	LF	$ 21.50	$ 216.99	$ 30.00	$ 29.00	17.5	$ 376.25	$ 3,797.33	$ 525.00	$ 507.50
42	Ribbon Curb Installation	26-50+	LF	$ 16.10	$ 103.68	$ 30.00	$ 29.00	38	$ 611.80	$ 3,939.84	$ 1,140.00	$ 1,102.00
									$ 10,773.68	**$ 29,585.30**	**$ 15,795.00**	**$ 17,946.75**
43	Night Work (additional %)	%	1	30%	10%	15%	20.25%					
39	Paver Installation	20-100	SY	$ 115.00	$ 107.01	$ -	$ 51.00	60	$ 6,900.00	$ 6,420.60	$ -	$ 3,060.00
40	Paver Installation	101-250+	SY	$ 92.00	$ 73.27	$ -	$ 51.00	175.5	$ 16,146.00	$ 12,858.89	$ -	$ 8,950.50
									$ 23,046.00	**$ 19,279.49**	**$ -**	**$ 12,010.50**
								Total	**$ 132,707.60**	**$ 242,158.55**	**$ 231,017.50**	**$ 130,173.89**

RESOLUTION NO. 2022-116

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECTS REGARDING THE ANNUAL CONCRETE SIDEWALK, CURB AND GUTTER CONSTRUCTION PW18SM/PW08CG IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE $783.76 CONTINGENCY SET ASIDE FOR THE PROJECTS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on December 14, 2021, the City Council authorized the City Manager to execute the multi-year continuing service agreement(s) for an initial 5-year term (including two one-year renewal options) for B-21-30-COC-A Concrete Sidewalk Curb and Gutter Construction Services for Projects PW18SM/PW08CG, subject to certain terms and conditions and budget adjustments approved by the City Council; and

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

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

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction projects regarding the Annual Concrete Sidewalk, Curb and Gutter Construction Services PW18SM/PW08CG, provided the total amount of approved change orders and any additional service contracts do not cause the construction budget to exceed the total $60,000 budgeted by the City Council for the projects inclusive of the $783.76 contingency amount set aside for the projects. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on October 25, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Task Order Request Form

P-Form 2021.09 Revised 08/17/2021

Concrete Sidewalk and Gutter Construction Services	2023-03
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 10/04/22 City Bid Number: B-21-30-COC AMOUNT: $ 59,216.24

Vendor Name: JMD Global Developers, LLC. Quote/Proposal Number:

Dept. Number/Division Name: 3510/3570

Project Name: FY2023 Concrete Work Project Number: PW18SM/PW08CG

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

AMENDMENT

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

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

Total number of Amendments including this one:

Scope of Services; Justification for Amendment

Reference Bid: B-21-30-COC 50/50 funding split between 3510 and 3570 for Curb and Gutter Work at S Varr Ave from SR 520 to Peachtree St.; Ridgeway Ave from SR 520 to Peachtree St.; St Johns St , from US 1, to Ridgeway Ave; Washington Ave from SR 520 to S Wilson Ave ; Ivy Dr. from College Ave. to Terminus; Cooper Dr., from E.Stetson Circle, to E. Stetson Circle; Cambridge from Cambridge School to Westview (65 SY 4" thick concrete new sidewalk @ $33.95/sy total $2,206.75; 243.4 SY 4" thick R&R Sidewalk @$49.82/sy total $12,126.19; 14 SY 6" thick R&R Sidewalk @$57.95/sy total $811.30; 33LF F Type Curb (Remove and Replace) @$33.00 /lf total $1056.00; 688 LF Miami Curb (Remove and Replace) @ $33.00 /lf total $22,016.00; Install 339 LF (new) F Type Curb @$20.00/lf total $6,780.00; Install 711 LF (new) Miami Curb @$20.00/lf total $14,220.00; TOTAL $59,216.24

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

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

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

Requestor Department Director

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

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2023-03

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $50K)

Mayor (Purchases that exceed $50K)

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

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

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

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

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

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

Legislation Details (With Text)

File #:	22-619	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	10/7/2022			**In control:**	City Council
On agenda:	10/25/2022			**Final action:**	

Title: Approve entering into a co-operative purchasing agreement with Inliner Solutions (formally Granite In-Liner LLC) in the amount of $159,709.25 and a Resolution for a contingency of $290.75 for a total of $160,000.00, using Polk County Bid 20-577 approved June 30,2020 through May 31, 2023, to reline various sized pipes. Authorize the City Manager to issue the associated PO and any use of contingency. (Public Works Director/Interim Growth & Economic Development Director)

Sponsors:

Indexes:

Code sections:

Attachments:
Amendment_001_Name Change.pdf
City of Cocoa Amendment to Purchase Agreement 07.21.2022.pdf
COI - City of Cocoa.pdf
Inliner Solutions Proposal Form_Cocoa_Revised.pdf
Revised Resolution - CIPP Lining Project Contingency.pdf

Date	Ver.	Action By	Action	Result

This file was cleaned of potential threats. Please double click here to open it.

If you confirm that the file is coming from a trusted source, you can send the following SHA-256 hash value to your admin for the original file.
6f80b325463d02da673385131e917d3c327909307ab2541494172734557009ae

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8775 I Fax: (321) 433-8860

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT
1st AMENDMENT
Inliner Solutions LLC, formerly Granite Inliner LLC
Service Level Agreement No. PBG-20-577

This First Amendment to the purchase agreement for Stormwater Pipeline Lining established on August 26, 2020 by and between The City of Cocoa and Granite Inliner, LLC is made and effective as of the date of the last signature below.

All references to "Granite Inliner LLC" in the purchase agreement (and in all other provisions of the Master Agreement with Polk County) are hereby replaced with "Inliner Solutions LLC."

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Renewal Notice for Contract.

Inliner Solutions, Inc.	**CITY OF COCOA**
By: Daniel Banken	By: Stockton Whitten
(Print Name)	(Print Name)
Area Director	City Manager
(Title)	(Title)
07/21/2022	7/22/2022
Signature / Date	Signature / Date

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing / Contracts Division Manager
Bryant Smith, Director – Public Works

Attest: Carie Shealy 7/28/2022
Carie Shealy
City Clerk, City of Cocoa
SEAL
FLORIDA

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8775 I Fax: (321) 433-8860

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT
1st AMENDMENT
Inliner Solutions LLC, formerly Granite Inliner LLC
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Inliner Solutions, Inc.	**CITY OF COCOA**
By: Daniel Banken	**By:** Stockton Whitten
(Print Name)	(Print Name)
Area Director	City Manager
(Title)	(Title)
07/21/2022	
Signature / Date	Signature / Date

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing / Contracts Division Manager
Bryant Smith, Director – Public Works

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/29/2022

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			
Alliant Insurance Services Houston, LLC **5444 Westheimer, Suite 900** **Houston, TX 77056**	CONTACT NAME: Brett Sauer		
	PHONE (A/C, No, Ext): 602-707-1931	FAX (A/C, No): 602-707-1932	
	E-MAIL ADDRESS: Brett.Sauer@alliant.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Greenwich Insurance Company		22322
INSURED	INSURER B: XL Specialty Insurance Company		37885
Inliner Solutions, LLC **4520 and 4804 N State Road 37** **Orleans, IN 47452**	INSURER C: Indian Harbor Insurance Company		36940
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:			CGD740922009	04/01/2022	04/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS			CAD740922109	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	UMBRELLA LIAB / OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
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		CWD740921909	04/01/2022	04/01/2023	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
C	**OTHER** CONTRACTORS POLLUTION			CEO74201455	03/16/2022	03/16/2023	EACH LOSS AGGREGATE	$ 10,000,000 $ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: All Work Performed for City of Cocoa as required by written contract. City of Cocoa.
GL Per ISO Form CG 0001 04/13; AL Per ISO Form CA0001 11/20. The named insured reserves its rights to provide any additional coverages under the policies above to only those expressly negotiated for by contract. The General Liability and Commercial Auto policy includes blanket Additional Insured endorsements that provide Additional Insured status to certain persons and organizations when required by written contract and subject to the terms and conditions of the endorsements. The General Liability and Auto Liability policies provide that to the extent that insurance is afforded to any Additional Insured under the policy, the insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract. The Auto, General Liability, and Workers Compensation policy includes a blanket Waiver of Subrogation when required by contract or written agreement and subject to the terms and conditions of the endorsements.

CERTIFICATE HOLDER

City of Cocoa
65 Stone Street
Cocoa, FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING OPERATIONS WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING OPERATIONS WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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ENDORSEMENT #

This endorsement, effective 12:01 a.m., April 1, 2022, forms a part of

Policy No. CGD740922009 issued to IPR ACQUISITIONCO, INC.

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: IPR ACQUISITIONCO, INC.
Endorsement Effective Date: April 1, 2022

SCHEDULE

Insurance Company: Greenwich Insurance Company	
Policy Number: CAD740922109	**Effective Date:** April 1, 2022
Expiration Date: April 1, 2023	
Named Insured: IPR ACQUISITIONCO, INC.	
Address: 1510 Klondike Road, Suite 400 Conyers, GA 30094	
Additional Insured (Lessor): All Lessors	
Address:	
Designation Or Description Of "Leased Autos": All Leased Autos	

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Coverages	Limit Of Insurance Or Deductible	
Covered Autos Liability	**$** 2,000,000	**Each "Accident"**
Comprehensive	**$**7,500 – PPT, Light, Medium **$**10,000 – Heavy, X-Heavy	**Deductible For Each Covered "Leased Auto"**
Collision	**$**7,500 – PPT, Light, Medium **$**10,000 – Heavy, X-Heavy	**Deductible For Each Covered "Leased Auto"**
Specified Causes Of Loss	**$**	**Deductible For Each Covered "Leased Auto"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

a. You;

b. Any of your "employees" or agents; or

c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.

3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the Policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.

2. If you cancel the Policy, we will mail notice to the lessor.

3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

A. **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured,** is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or

2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

a. The written contract is in effect during the policy period of this policy;

b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and

c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.

B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.

C. **General Conditions, Other Insurance** is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.

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ENDORSEMENT #

This endorsement, effective 12:01 a.m., April 1, 2022, forms a part of

Policy No. CAD740922109 issued to IPR ACQUISITIONCO, INC.

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions remain unchanged.

_____
Authorized Representative

MANUS

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	Brett Sauer		
Alliant Insurance Services Houston, LLC 5444 Westheimer, Suite 900 Houston, TX 77056	PHONE (A/C, No, Ext):	602-707-1931	FAX (A/C, No):	602-707-1932
	E-MAIL ADDRESS:	Brett.Sauer@alliant.com		

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Greenwich Insurance Company	22322
INSURER B:	XL Specialty Insurance Company	37885
INSURER C:	Indian Harbor Insurance Company	36940
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Granite Inliner, LLC
4520 and 4804 N State Road 37
Orleans, IN 47452

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			CGD740922009	04/01/2022	04/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS			CAD740922109	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
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		CWD740921909	04/01/2022	04/01/2023	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
C	OTHER CONTRACTORS POLLUTION			CEO74201455	03/16/2022	03/16/2023	EACH LOSS AGGREGATE	$ 10,000,000 $ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: All Work Performed for City of Cocoa as required by written contract. City of Cocoa.
GL Per ISO Form CG 0001 04/13; AL Per ISO Form CA0001 11/20. The named insured reserves its rights to provide any additional coverages under the policies above to only those expressly negotiated for by contract. The General Liability and Commercial Auto policy includes blanket Additional Insured endorsements that provide Additional Insured status to certain persons and organizations when required by written contract and subject to the terms and conditions of the endorsements. The General Liability and Auto Liability policies provide that to the extent that insurance is afforded to any Additional Insured under the policy, the insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract. The Auto, General Liability, and Workers Compensation policy includes a blanket Waiver of Subrogation when required by contract or written agreement and subject to the terms and conditions of the endorsements.

CERTIFICATE HOLDER

City of Cocoa
65 Stone Street
Cocoa, FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING OPERATIONS WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING OPERATIONS WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

 © Insurance Services Office, Inc., 2018

ENDORSEMENT #

This endorsement, effective 12:01 a.m., April 1, 2022, forms a part of

Policy No. CGD740922009 issued to IPR ACQUISITIONCO, INC.

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: IPR ACQUISITIONCO, INC.
Endorsement Effective Date: April 1, 2022

SCHEDULE

Insurance Company: Greenwich Insurance Company	
Policy Number: CAD740922109	**Effective Date:** April 1, 2022
Expiration Date: April 1, 2023	
Named Insured: IPR ACQUISITIONCO, INC.	
Address: 1510 Klondike Road, Suite 400 Conyers, GA 30094	
Additional Insured (Lessor): All Lessors	
Address:	
Designation Or Description Of "Leased Autos": All Leased Autos	

© Insurance Services Office, Inc., 2019

Coverages	Limit Of Insurance Or Deductible	
Covered Autos Liability	**$** 2,000,000	**Each "Accident"**
Comprehensive	**$**7,500 – PPT, Light, Medium **$**10,000 – Heavy, X-Heavy	**Deductible For Each Covered "Leased Auto"**
Collision	**$**7,500 – PPT, Light, Medium **$**10,000 – Heavy, X-Heavy	**Deductible For Each Covered "Leased Auto"**
Specified Causes Of Loss	**$**	**Deductible For Each Covered "Leased Auto"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

a. You;

b. Any of your "employees" or agents; or

c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.

3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the Policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.

2. If you cancel the Policy, we will mail notice to the lessor.

3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

 © Insurance Services Office, Inc., 2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

A. **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured,** is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or

2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

a. The written contract is in effect during the policy period of this policy;

b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and

c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.

B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.

C. **General Conditions, Other Insurance** is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.

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ENDORSEMENT #

This endorsement, effective 12:01 a.m., April 1, 2022, forms a part of

Policy No. CAD740922109 issued to IPR ACQUISITIONCO, INC.

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions remain unchanged.

_____
Authorized Representative

MANUS

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/29/2022

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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			
Alliant Insurance Services Houston, LLC **5444 Westheimer, Suite 900** **Houston, TX 77056**	CONTACT NAME: Brett Sauer		
	PHONE (A/C, No, Ext): 602-707-1931	FAX (A/C, No): 602-707-1932	
	E-MAIL ADDRESS: Brett.Sauer@alliant.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Greenwich Insurance Company		22322
INSURED	INSURER B: XL Specialty Insurance Company		37885
Granite Inliner, LLC **4520 and 4804 N State Road 37** **Orleans, IN 47452**	INSURER C: Indian Harbor Insurance Company		36940
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			CGD740922009	04/01/2022	04/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS			CAD740922109	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
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		CWD740921909	04/01/2022	04/01/2023	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
C	**OTHER** CONTRACTORS POLLUTION			CEO74201455	03/16/2022	03/16/2023	EACH LOSS AGGREGATE	$ 10,000,000 $ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: All Work Performed for City of Cocoa as required by written contract. City of Cocoa.
GL Per ISO Form CG 0001 04/13; AL Per ISO Form CA0001 11/20. The named insured reserves its rights to provide any additional coverages under the policies above to only those expressly negotiated for by contract. The General Liability and Commercial Auto policy includes blanket Additional Insured endorsements that provide Additional Insured status to certain persons and organizations when required by written contract and subject to the terms and conditions of the endorsements. The General Liability and Auto Liability policies provide that to the extent that insurance is afforded to any Additional Insured under the policy, the insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

CERTIFICATE HOLDER

City of Cocoa
65 Stone Street
Cocoa, FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING OPERATIONS WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

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ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING OPERATIONS WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
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A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

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ENDORSEMENT #

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by Greenwich Insurance Company

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COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

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All other terms and conditions of this policy remain unchanged.

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LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: IPR ACQUISITIONCO, INC.
Endorsement Effective Date: April 1, 2022

SCHEDULE

Insurance Company: Greenwich Insurance Company	
Policy Number: CAD740922109	**Effective Date:** April 1, 2022
Expiration Date: April 1, 2023	
Named Insured: IPR ACQUISITIONCO, INC.	
Address: 1510 Klondike Road, Suite 400 Conyers, GA 30094	
Additional Insured (Lessor): All Lessors	
Address:	
Designation Or Description Of "Leased Autos": All Leased Autos	

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Coverages	Limit Of Insurance Or Deductible	
Covered Autos Liability	**$** 2,000,000	**Each "Accident"**
Comprehensive	**$**7,500 – PPT, Light, Medium **$**10,000 – Heavy, X-Heavy	**Deductible For Each Covered "Leased Auto"**
Collision	**$**7,500 – PPT, Light, Medium **$**10,000 – Heavy, X-Heavy	**Deductible For Each Covered "Leased Auto"**
Specified Causes Of Loss	**$**	**Deductible For Each Covered "Leased Auto"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

a. You;

b. Any of your "employees" or agents; or

c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.

3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the Policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.

2. If you cancel the Policy, we will mail notice to the lessor.

3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

A. **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured,** is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or

2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

a. The written contract is in effect during the policy period of this policy;

b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and

c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.

B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.

C. **General Conditions, Other Insurance** is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.

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ENDORSEMENT #

This endorsement, effective 12:01 a.m., April 1, 2022, forms a part of

Policy No. CAD740922109 issued to IPR ACQUISITIONCO, INC.

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions remain unchanged.

_____
Authorized Representative

MANUS

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	Brett Sauer		
Alliant Insurance Services Houston, LLC 5444 Westheimer, Suite 900 Houston, TX 77056	PHONE (A/C, No, Ext):	602-707-1931	FAX (A/C, No):	602-707-1932
	E-MAIL ADDRESS:	Brett.Sauer@alliant.com		

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Greenwich Insurance Company	22322
INSURER B:	XL Specialty Insurance Company	37885
INSURER C:	Indian Harbor Insurance Company	36940
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Inliner Solutions, LLC
4520 and 4804 N State Road 37
Orleans, IN 47452

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:			CGD740922009	04/01/2022	04/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS			CAD740922109	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	UMBRELLA LIAB / OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
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		CWD740921909	04/01/2022	04/01/2023	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
C	**OTHER** CONTRACTORS POLLUTION			CEO74201455	03/16/2022	03/16/2023	EACH LOSS AGGREGATE	$ 10,000,000 $ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: All Work Performed for City of Cocoa as required by written contract. City of Cocoa.
GL Per ISO Form CG 0001 04/13; AL Per ISO Form CA0001 11/20. The named insured reserves its rights to provide any additional coverages under the policies above to only those expressly negotiated for by contract. The General Liability and Commercial Auto policy includes blanket Additional Insured endorsements that provide Additional Insured status to certain persons and organizations when required by written contract and subject to the terms and conditions of the endorsements. The General Liability and Auto Liability policies provide that to the extent that insurance is afforded to any Additional Insured under the policy, the insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

CERTIFICATE HOLDER

City of Cocoa
65 Stone Street
Cocoa, FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING OPERATIONS WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING OPERATIONS WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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ENDORSEMENT #

This endorsement, effective 12:01 a.m., April 1, 2022, forms a part of

Policy No. CGD740922009 issued to IPR ACQUISITIONCO, INC.

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: IPR ACQUISITIONCO, INC.
Endorsement Effective Date: April 1, 2022

SCHEDULE

Insurance Company: Greenwich Insurance Company	
Policy Number: CAD740922109	**Effective Date:** April 1, 2022
Expiration Date: April 1, 2023	
Named Insured: IPR ACQUISITIONCO, INC.	
Address: 1510 Klondike Road, Suite 400 Conyers, GA 30094	
Additional Insured (Lessor): All Lessors	
Address:	
Designation Or Description Of "Leased Autos": All Leased Autos	

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Coverages	Limit Of Insurance Or Deductible	
Covered Autos Liability	**$** 2,000,000	**Each "Accident"**
Comprehensive	**$**7,500 – PPT, Light, Medium **$**10,000 – Heavy, X-Heavy	**Deductible For Each Covered "Leased Auto"**
Collision	**$**7,500 – PPT, Light, Medium **$**10,000 – Heavy, X-Heavy	**Deductible For Each Covered "Leased Auto"**
Specified Causes Of Loss	**$**	**Deductible For Each Covered "Leased Auto"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

a. You;

b. Any of your "employees" or agents; or

c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.

3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the Policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.

2. If you cancel the Policy, we will mail notice to the lessor.

3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

A. **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured,** is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or

2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

a. The written contract is in effect during the policy period of this policy;

b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and

c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.

B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.

C. **General Conditions, Other Insurance** is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.

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ENDORSEMENT #

This endorsement, effective 12:01 a.m., April 1, 2022, forms a part of

Policy No. CAD740922109 issued to IPR ACQUISITIONCO, INC.

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions remain unchanged.

_____
Authorized Representative

MANUS

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PROPOSAL

DATE: 9/15/2022

SUBMITTED TO: **City of Cocoa**
Public Works Department
135 N. Wilson Avenue
Cocoa, FL 32922
Attention: Charles Wines

JOB LOCATION:

We propose hereby to furnish material and labor-complete in accordance with specifications below, for the sum of

One hundred fifty-nine thousand, seven hundred nine dollars and twenty-five cents

Payment terms - 100% within thirty (30) days upon completion and acceptance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below 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 Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

We hereby submit specifications and estimates as follows:

Inliner Solutions, LLC shall supply all equipment, materials and labor to perform the work as follows:

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
Furnish/Installl 15" CIPP Lining (7.5 mm)	433	LF	$ 44.00	$ 19,052.00
15" CIPP Thickness Variance 1.5 mm	433	LF	$ 0.25	$ 108.25
Furnish/Install 18" CIPP Lining (9 mm)	650	LF	$ 53.00	$ 34,450.00
18" CIPP Thickness Variance 1.5 mm	650	LF	$ 0.50	$ 325.00
Furnish/Install 36" CIPP Lining (15 mm)	88	LF	$ 134.00	$ 11,792.00
36" CIPP Thickness Variance 1.5 mm	88	LF	$ 1.50	$ 132.00
Mobilization	1	LS	$ 23,500.00	$ 23,500.00
Maintenance of Traffic	1	LS	$ 13,500.00	$ 13,500.00
Dewatering and Pipe Cleaning	1	LS	$ 56,850.00	$ 56,850.00
			TOTAL	**$159,709.25**

NOTES:

1 Proposal based on pricing contained in contract between Inliner and Polk County Contract #20-577
2 Inliner to be installed as per ASTM & manufacturer's specifications.
3 Payment shall be based on actual field measurements from center of inlet to center of outlet.
4 This proposal is subject to Pre-TV inspection indicating the line conditions is acceptable in installation of Inliner
5 Price quoted does not include point repairs if required prior to installing Inliner.
6 Contractor shall furnish Owner with a Final Inspection (Digitial) of the rehabilitated sewer(s)

Signature Daniel Banken

Daniel Banken, Area Director

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.

Date of Acceptance _____ Authorized Signature _____

RESOLUTION NO. 2022-117

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE CURED-IN-PLACE PIPE LINING OF 1,171 LINEAR FEET OF STORMWATER PIPE IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE $290.75 CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on October 25, 2022, the City Council authorized the City Manager to proceed with the relining of 1,171 linear feet of the stormwater pipe project, subject to certain terms and conditions and budget adjustments approved by the City Council; and

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

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

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the relining of 1,171 linear feet of the stormwater pipe project, provided the total amount of approved change orders and any additional service contracts do not cause the construction budget to exceed the total $160,000 budgeted by the City Council for the project inclusive of the $290.75 contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 25th day of October, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	22-627	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	10/12/2022			**In control:**	City Council
On agenda:	10/25/2022			**Final action:**	
Title:	Approve and authorize the City Manager to issue a Blanket Purchase Order up to $750,000 to Genuine Parts Company for vehicle & equipment related parts, approve a Purchase Order for budgeted Operating expenses up to $129,300 related to Napa IBS utilizing the Sourcewell Contract #110520-GPC and authorize the City Manager to approve fiscal budget years Purchase Orders throughout the duration of the Contract Term and any Change Orders not to exceed his signing Authority. (Public Works Director/Interim Growth & Economic Development Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Assignment Agreement - Signed.pdf CITY OF COCOA _ GENUINE PARTS _ NAPA IBS CONTRACT.pdf CONTRACT.pdf napa ibs addendum-1.pdf Addendum #2 to Integrated Supply Agreement.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 12, 2022
Agenda Date: October 25, 2022
Prepared By: Tony Jones, Fleet Manager
Through: Bryant Smith III P.E., Public Works Director / City Engineer
Requested Action:
Approve and authorize the City Manager to issue a Blanket Purchase Order up to $750,000 to Genuine Parts Company for vehicle & equipment related parts, approve a Purchase Order for budgeted Operating expenses up to $129,300 related to Napa IBS utilizing the Sourcewell Contract #110520-GPC and authorize the City Manager to approve fiscal budget years Purchase Orders throughout the duration of the Contract Term and any Change Orders not to exceed his signing Authority.

BACKGROUND:

On July 24, 2018, the City of Cocoa entered a contract with Genuine Parts Company (dba NAPA Auto) to provide an integrated inventory solution for the City's fleet operations. On July 21, 2021, Pursuant to Section 3 of the City's contract with NAPA Auto, the Parties may extend the Contract by a mutual written agreement if the NJPA Contract is extended for a period less than or equal to the term of the Sourcewell / NJPA Contract. Sourcewell rebid the Integrated Parts Solution contract. The new contract was awarded to NAPA Auto Integrated Business Solutions. The previous Sourcewell

Contract #061015 was replaced with Sourcewell Contract #110520-GPC (Fleet Supply Chain, Parts & Inventory Management). A Second Amendment was developed to The Integrated Supply Agreement by and Between Space Coast Auto Supply Inc and the City of Cocoa to recognize the new contract and extend this agreement through December 29, 2024.

On July 1, 2022 Space Coast Auto Supply sold all of its Napa Assets and Stores back to Genuine Parts Company (NAPA). The agreement reverted back to Genuine Parts Company GPC.

The Cocoa Fleet Division utilizes the Sourcewell NJPA Contract #110520-GPC for Fleet-Related Maintenance Equipment, Supplies, Services, and Inventory Management Solutions. Through the use of this contract, Fleet obtains service and repair parts for the City of Cocoa's vehicle fleet and equipment through NAPA Integrated Business Solutions. This includes parts for over 480 City vehicles and equipment.

As part of this contract, the Fleet Shop is equipped with a satellite NAPA Parts Store and NAPA Parts Manager. This allows the City to efficiently obtain parts for various repairs and maintenance activities which reduces vehicle and equipment downtime. The Parts Store allows for an on-site inventory and the City is only charged for parts used. This Blanket Purchase Order will allow for the Fleet Division to pay NAPA IBS and invoice parts costs to the applicable City Department, as needed, monthly.

The parts used are billed monthly to Departments 46-00 Repair and Maintenance of Equipment and 46-03 Repair and Maintenance of Vehicle accounts.

STRATEGIC PLAN CONNECTION:

Fiscal Sustainability, Goal 3: Continuously increase organizational efficiency and effectiveness.

BUDGETARY IMPACT:

Budgeted Yes
Amount Requested $750,000
Account Number All Department 46-00 & 46-03
Account Name Repair and Maintenance Accounts

Operating Expenses of $129,300
Account Number - 001-3540-519.3400 Contract Services

FY2023 Budgeted Amounts

Depart#	***Department Name***	***Project#***	***Account # R&M VEH***	***Budget***
1203	Information Technology	NONE	001-1103-516.4603	$738
1600	General Fund Operation	NONE	001-1600-513.4603	$1,125
1905	Growth & Economic Development	NONE	001-1905-515.4603	$1,143
2100	Cocoa Police	NONE	001-2100-521.4603	$204,000
2132	Code Enforcement	NONE	001-2132-524.4603	$2,375

2200	Fire Admin	NONE	001-2200-522.4603	$2,808
2201	Fire Operations	NONE	001-2201-522.4603	$135,384
3200	Community Services	NONE	001-3200-515.4603	$1,000
3500	Public Works Admin.	NONE	001-3500-519.4603	$763
3510	Public Works Streets	NONE	001-3510-541.4603	$12,500
3520	Public Works Beatification	NONE	001-3520-572.4603	$17,650
3540	Fleet Maintenance	NONE	001-3540-519.4603	$2,800
3540	Fleet Shop Supplies / Operating	NONE	001-3540-519.5200	$3,000
3560	Facilities Maintenance	NONE	001-3560-519.4603	$11,200
3580	Capital Projects	NONE	001-3580-519.4603	$1,600
3200	Community Services Building	NONE	107-3200-515.4603	$3,299
1515	Field Services	NONE	421-1515-536.4603	$28,216
4010	Water / Sewer Admin & Lab	NONE	421-4010-536.4603	$5,705
4020	Dyal Water Treatment	NONE	421-4020-536.4603	$35,253
4025	Water Field Operations	NONE	421-4025-536.4603	$174,909
4055	Utilities Engineering	NONE	421-4055-536.4603	$5,580
4120	Sellers Water Reclamation Facility	NONE	421-4120-536.4603	$7,073
4125	Sewer Field Operations	NONE	421-4125-536.4603	$38,566
3570	Storm Water	NONE	423-3570-538.4603	$106,125
				$802,812

Depart#	***Department Name***	***Project#***	***Account # R&M EQU***	***Budget***
2201E	Fire Operations	NONE	001-2201-522.4600	$500
3510E	Public Works Streets	PWSTRT	001-3510-541.4600	$6,500
3520E	Public Works Beatification	NONE	001-3520-572.4600	$6,500
3540E	Fleet Maintenance	NONE	001-3540-519.4600	$2,500
3570E	Public Works Storm Water	PWSTRM	423-3570-538.4600	$30,000
4020E	Dyal Water Treatment Facility	DY20EQ	421-4020-536.4600	$15,000
4025E	Water Field Operations	WS08EQ	421-4025-536.4600	$56,000
4120E	Sellers Water Reclamation Facility	NONE	421-4120-536.4600	$2,000
4125E	Sewer Field Operations	WS08EQ	421-4125-536.4600	$20,000
				$139,000

PREVIOUS ACTION:

Approved by City Council July 21, 2021

RECOMMENDED MOTION:

Approve and authorize the City Manager to issue a Blanket Purchase Order up to $750,000 to Genuine Parts Company for vehicle & equipment related parts, approve a Purchase Order for budgeted Operating expenses related to Napa IBS utilizing the Sourcewell Contract #110520-GPC

and authorize the City Manager to approve fiscal budget years Purchase Orders throughout the duration of the Contract Term and any Change Orders not to exceed his signing Authority.

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Assignment Agreement") is made by and among Space Coast Auto Supply, Inc., a Florida corporation (hereinafter "Assignor" or "Space Coast"), Genuine Parts Company, a Georgia corporation (hereinafter "Assignee" or "GPC") and the City of Cocoa, a Florida municipal corporation (hereinafter "City"), to be effective as of the Assignment Effective Date (as defined below).

WHEREAS, GPC and City entered into that certain Integrated Supply Agreement on July 24, 2018 (as amended, the "Integrated Supply Agreement");

WHEREAS, on July 24, 2018, the Integrated Supply Agreement was assigned to Space Coast pursuant to that certain assignment agreement entered into among GPC, Space Coast, and City; and

WHEREAS, Space Coast now desires to re-assign the Integrated Supply Agreement back to GPC and GPC desires to accept such assignment and City desires to provide its consent to the same.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns, transfers, sets over and delivers to Assignee all of Assignor's rights, obligations and interest in and to the Integrated Supply Agreement, including any options to renew or extend the contract term.

2. Acceptance. Assignee hereby accepts the assignment of the Integrated Supply Agreement, agrees to provide the services and perform all other obligations required to be performed by "NAPA" in said Integrated Supply Agreement at the times and in the manner set forth in said Integrated Supply Agreement, and shall be bound by all other terms, covenants and conditions of said Integrated Supply Agreement. Assignee shall not, however, in any manner be liable for any liabilities or obligations assumed by Assignor under the Integrated Supply Agreement prior to the effective date of reassignment nor shall Assignee be liable to City for any breach or default by Assignor under the Integrated Supply Agreement.

3. City Consent. City hereby consents to the above assignment of the Integrated Supply Agreement on the terms and conditions set forth herein.

4. Assignment Effective Date. The parties hereto agree that the assignment as set forth herein shall be effective as of 12:01 a.m. ET on July 1, 2022 (the "Assignment Effective Date").

5. Governing Law. This Assignment Agreement shall be construed and interpreted under the laws of the State of Florida without giving effect to the provisions thereof, relating to conflicts of law.

6. Counterparts. This Assignment Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the Assignment Effective Date.

ASSIGNOR:

Space Coast Auto Supply, Inc.

By: _____

Name: Dan Dvorak

Title: President

ASSIGNEE:

Genuine Parts Company

By: _____

Name: ART FISCHER

Title: SOUTHEAST DIVISION VICE PRESIDENT

CITY:

City of Cocoa

By: _____

Name: Stockton Whitten

Title: City Manager

ADDENDUM #1

INTEGRATED SUPPLY AGREEMENT BY AND BETWEEN GENUINE PARTS COMPANY AND CITY OF COCOA

THIS ADDENDUM TO INTEGRATED SUPPLY AGREEMENT (this "Agreement") is made by and between **GENUINE PARTS COMPANY**, a Georgia corporation (d/b/a NAPA Auto Parts) ("NAPA"), **SPACE COAST AUTO SUPPLY, INC.** ("Space Coast") and the **CITY OF COCOA**, a Florida municipal corporation, ("CUSTOMER"), to be effective as of the ___day of July, 2020 (the "Effective Date").

WITNESSETH

WHEREAS, the NAPA and CUSTOMER entered into that certain Integrated Supply Agreement, dated July 24, 2018 ("Agreement"); and

WHEREAS, NAPA assigned, transferred, set over and delivered to Space Coast all of its rights, obligations, and interest, including any options to renew or extend the contract term, pursuant to an Assignment dated July 24, 2018 by and between NAPA, CUSTOMER and Space Coast, which is attached as Exhibit A of the Agreement; and

WHEREAS, Section 3 of the Agreement allows the Parties to extend the term of the Agreement if the NJPA is renewed or extended; and

WHEREAS, the NJPA was extended until July 21, 2021 and the Parties likewise desire to extend the term of the Agreement until July 21, 2021; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

Section 1. Pursuant to Section 3 of the Agreement, the term of the Agreement is extended until July 21, 2021. As the Sourcewell (f/k/a NJPA) Contract is renewed or extended, this Agreement may be renewed or extended for a period of time equal to or shorter than the period of time the Sourcewell Contract is renewed or extended upon the mutual written agreement of the Parties. Further, as Sourcewell awards new successive agreements to NAPA following expiration of the Sourcewell Contract, any new contract number and/or new terms and conditions may be added with mutual agreement via a written amendment to this Agreement.

Section 2. All other terms and conditions set forth in the Agreement not modified by this Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

GENUINE PARTS COMPANY

By: Patrick Wolfe
Name: Patrick Wolfe
Title: Division Vice President

CITY OF COCOA

By: _____
Name: Stockton Whitten
Title: City Manager

SPACE COAST AUTO SUPPLY, INC.

By: _____
Name: Dan Dvorak
Title: President

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Sourcewell

Solicitation Number: RFP #110520

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Genuine Parts Company d.b.a. NAPA Integrated Business Solutions, 2999 Wildwood Parkway, Atlanta, GA 30339 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires December 29, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

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Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. All products supplied to a Participating Entity under the Contract are subject to the terms of written warranties provided by the manufacturer of each product, and Vendor shall use reasonable commercial efforts to assist the Participating Entity in processing all warranty claims that the Participating Entity may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the Participating Entity in connection with any claims concerning the products supplied under the Contract. Copies of the manufacturers' warranties will be made available to the Participating Entity upon request. Vendor will pass through all available warranty benefits from the applicable manufacturer to the Participating Entity to the extent permitted by contract or law.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

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time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

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restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. PERFORMANCE BOND. If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the

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address above “Attn: Accounts Receivable.” Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract’s expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor’s Authorized Representative is the person named in the Vendor’s Proposal. If Vendor’s Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

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11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of violation of applicable patent or copyright laws related to intellectual property rights owned, or represented as owned, by Vendor. Vendor will not provide copyright, trademark, or patent indemnity to Sourcewell or its Participating Entities for Equipment or Products supplied under the Contract which Vendor does not manufacture. Vendor will use reasonable commercial efforts to assist the Participating Entity in prosecuting any infringement indemnification claim against the applicable manufacturer.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

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a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

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1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages permitted by the Contract. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

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3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

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"work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications provided that any such additional requirements must be accepted in writing by Vendor for any such requirements to be binding on Vendor. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

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all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

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§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition. Vendor does not guarantee compliance with the Buy American Act, except as may be negotiated with the Participating Entity on a case-by-case basis where compliance is required.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

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L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Vendor does not guarantee compliance with Section 6002 of the Solid Waste Disposal Act, except as may be negotiated with the Participating Entity on a case-by-case basis where compliance is required.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO

Date: 12/21/2020 | 12:19 PM CST

Genuine Parts Company d.b.a.
NAPA Integrated Business Solutions

DocuSigned by:
By: Jett Kuntz
BBF6652DCC21445...
Jett Kuntz
Title: Vice President NAPA Fleet & IBS

Date: 12/23/2020 | 7:25 AM PST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 12/23/2020 | 11:40 AM CST

RFP 110520 - Fleet and Facility Related Vendor Managed Inventory and Logistics Management Solutions

Vendor Details

Company Name:	Genuine Parts Company - NAPA Integrated Business Solutions
Does your company conduct business under any other name? If yes, please state:	NAPA Auto Parts, NAPA IBS
Address:	2999 Wildwood Parkway Atlanta, GA 20229
Contact:	Jett Kuntz
Email:	jett_kuntz@genpt.com
Phone:	770-855-2221
HST#:	58-0254510

Submission Details

Created On:	Thursday September 17, 2020 08:59:24
Submitted On:	Wednesday November 04, 2020 13:44:42
Submitted By:	Jett Kuntz
Email:	jett_kuntz@genpt.com
Transaction #:	e59f1323-082e-4ac8-a098-20b0fad79e43
Submitter's IP Address:	104.225.162.124

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Genuine Parts Company d.b.a. NAPA Integrated Business Solutions	*
2	Proposer Address:	Genuine Parts Company 2999 Wildwood Parkway Atlanta, GA 30339	*
3	Proposer website address:	www.NAPA-IBS.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jett Kuntz Vice President, NAPA Fleet & IBS 2999 Wildwood Parkway Atlanta, GA 30339 Jett_Kuntz@genpt.com (770) 855-2221	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jett Kuntz Vice President, NAPA Fleet & IBS 2999 Wildwood Parkway Atlanta, GA 30339 Jett_Kuntz@genpt.com (770) 855-2221	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tim Crowe NAPA IBS Marketing Coordinator 7150 South Fulton Street, Suite #300 Centennial, CO 80112 Tim_Crowe@genpt.com (720) 822-1264 Ryan Ouellette Director IBS Operations 2999 Wildwood Parkway Atlanta, GA 30339 Ryan_Ouellette@genpt.com (678) 934-5302	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Genuine Parts Company, founded in 1928, is a Fortune 200 (NYSE: GPC) service organization engaged in the distribution of automotive replacement parts, industrial replacement parts and electrical/electronic materials. In 1928, Carlyle Fraser founded GPC with the purchase of Motor Parts Depot in Atlanta, Georgia for $40,000. He then renamed the parts store Genuine Parts Company. The original GPC store had annual sales of $75,000 and had only six employees. Over the last 92 years, GPC, in relationship with NAPA, has grown rapidly as the number of independent car repair garage shops has increased. From the beginning, GPC stressed swift, reliable service as a way to outflank the competition. GPC has continued to grow through the acquisition of other companies in the automotive and industrial industries. Today, the Company serves tens of thousands of customers from more than 3,600 operations in the United States, Canada, Mexico, Australia, New Zealand, Indonesia, Singapore, France, the U.K., Germany, Poland, the Netherlands, Belgium and China and has approximately 50,000 employees and annual revenues exceeding $19 billion. In 1994, NAPA instituted a vendor managed inventory program called NAPA Integrated Business Solutions (NAPA IBS), bringing fleet inventory management solutions to government customers across the US and Canada. Today, NAPA IBS supports more than 400 fleet garages across the public and private sectors. With more than 92 years of distribution expertise, GPC's commitment and reputation for just-in-time service position us as a critical partner in our customers' success.
8	What are your company's expectations in the event of an award?	Our first order of business, if awarded, will be to renew/extend each of our 50+ current Sourcewell IBS contracts to the allowable timeframe. In 2015 when Genuine Parts Company responded to the RFP for the current Sourcewell contract #061015, we had 17 IBS operations using the contract. In the past five years, we have worked tirelessly to grow the contract and today have more than 50 IBS customers using it. Our current customers have seen the benefits and are eager to continue the completely integrated programs we have begun over the last decade. We are already working on providing our team of 15 IBS sales and marketing specialists in the US and Canada with initiatives to reach out to these customers in anticipation of an award. Our next order of business upon award would be a large-scale campaign to recruit new government agencies to our contract. We currently have 20+ new agencies awaiting award to begin using a new Sourcewell contract term. We already have specific digital tracking of Sourcewell contract opportunities through Salesforce.com and customized pipeline reporting and will be creating a Sourcewell customer testimonial and promotional video series and more that we will discuss in greater depth in our Marketing Plan responses. We will present the new contract to these 20+ agencies within the first 45 days after award. When looking at the government fleet sector, we have identified more than $500 million in potential new sales opportunity through NAPA IBS VMI services. With a new Sourcewell contract award, we estimate that we can achieve double the sales volume that we are doing today through new government contracts. Finally, we have more than 100 current IBS government customers in the US and Canada that are not currently using the Sourcewell cooperative for our contract. In the light of our current pandemic, we feel there will be many of these agencies who will be looking for contract solutions to keep our partnerships going with minimal effort and interruption. Our number one priority for these customers is to promote the Sourcewell contract as a vehicle to forego the RFP process when our current contracts come up for rebid. We feel good about our opportunities to convert many of these to Sourcewell contracts upon award. On another note, we are also currently working to drive Sourcewell revenues through our other related Sourcewell contracts, including MRO management and fleet auto parts, further strengthening our relationship with Sourcewell and our mutual business impact. All in, the opportunity to more than double our existing contract base using Sourcewell is our main objective with a new award.

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Founded in 1928, Genuine Parts Company has had more than 90 years of financial growth and operational stability. This strength brings confidence to Sourcewell members who want to know they are doing business with a company that is here to support them long term. Today, GPC is a leading global distributor with scale and brand strength. We have a strong track record of strategic acquisitions to drive growth in large, fragmented addressable markets where we can leverage our distribution expertise, efficiencies and shared services across our portfolio of businesses. We continuously optimize our portfolio and organizational structure for profitable growth and year over year maintain a strong balance sheet, cash flow, disciplined capital allocation and history of consistent dividends. In 2019, we continued to grow through several strategic transactions designed to optimize our portfolio and create value for our stakeholders. All in, 2019 was a record sales year and we provided our shareholders with a 14.0% total return. Our financial results in 2019 reflect the positive impact of our strategic growth initiatives and continued focus on improving our operating performance, maintaining a strong balance sheet, driving meaningful cash flows and effective capital allocation. In 2020, the COVID-19 crisis has affected business and governments across the world and GPC has felt some of these effects as well. However, by focusing on the health and safety of our people and supporting agility in our operations, we have come through this stronger than ever and continue to grow. Overall, GPC has a strong history of sales and profit growth, increasing sales in 87 consecutive years and profits in 75. Additionally, 2020 marks our 64th consecutive year of increased dividends to our shareholders. For further information and documentation, please find our 2019 annual report in the document upload section of this response.	*
10	What is your US market share for the solutions that you are proposing?	With more than 400 IBS locations across the US, GPC/NAPA has an estimated 80 percent market share in the scope of the government vendor managed inventory services outlined in this RFP.	*
11	What is your Canadian market share for the solutions that you are proposing?	Within current government agencies that are doing vendor managed inventory programs in Canada, NAPA IBS has an estimated 90 percent market share. With 22 IBS sites across the country, including our cornerstone Sourcewell contract with the City of Toronto and eight other government IBS contract, our Canada operations are experienced and ready to grow their Sourcewell IBS footprint.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Genuine Parts Company has never petitioned for bankruptcy protection in our 92-year history.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Our company is both a distributor/dealer/reseller and a service provider with respect to this contract and is authorized to act as such for the products and services proposed in this RFP. Distributor/Dealer/Reseller: GPC/NAPA has an internal supply chain of NAPA branded aftermarket parts and supplies that we distribute through our 52 distribution centers and 6,000+ retail stores in the US and eight distribution centers and 600+ retail locations in Canada. These stores are a mix of company-owned and independent locations that exclusively are authorized to distribute aftermarket NAPA branded parts. In addition, NAPA Integrated Business Solutions (NAPA IBS) is a separate service offering that is made available through both our company-owned and independent operations. NAPA IBS is a trademarked, licensed brand exclusive to the NAPA family of stores. Through contractual assignment language, we are able to authorize our independent locations to perform the exact same services proposed within our response and have done so multiple times under our current contract. Additionally, in order to best serve our Sourcewell customers, we have a vast network of more than 1,400 outside suppliers available exclusively through our NAPA IBS network, that we partner with to be a full service, turnkey sourcing solution for government fleets that require more product than the NAPA system alone can provide. In these cases, we act as a service provider in procuring parts and managing those vendor relationships. All functions of this work are done by GPC employees or independent store employees. Typically, we do not hire third-party employees on any contracts unless specifically asked for by a government agency.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Genuine Parts Company holds current business licenses to operate, as well as brick-and-mortar infrastructure, in each of the 50 states as well as Canada. With our company and independent store network, it is important to note that NAPA has current business licenses to do business in more than 6,000 markets with existing Sourcewell members today. What this means to the members is that there are local businesses with tax paying citizens working in those markets ready to serve them today.	*

15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Genuine Parts Company has not had any suspension or debarment action applied to our organization in the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	In 2019, Jett Kuntz, Vice President of NAPA IBS, was awarded the Sourcewell Pioneer award at Sourcewell's H20 conference for his vision, commitment and drive to grow the current Sourcewell VMI contract. In the last five years, the contract has grown exponentially through Jett's and the IBS team's commitment to cooperative purchasing. In their press release announcing the award, Sourcewell stated: "Jett has supported Sourcewell's mission beyond cooperative purchasing. He shows great respect for other people in a manner that is rarely as authentic and genuine. He is committed to the cause, confident in supporting what they commit to, and willing to go where others cannot see a way. And like the other Sourcewell Pioneers, he has always been willing to share information and ideas with fellow vendors to help them grow their contracts. He was part of our 1st Vendor Advisory Committee and remains an active committee member helping guide our growth and represent the vendor voice as we plan for Sourcewell's future." Our vendor managed inventory services with IBS are also awarded with the successes of our customers. Over the past 26 years our NAPA IBS customers have received hundreds of local and national awards. In Government Fleet Magazine's 2019 Leading Fleet Awards, the following fleet organizations received awards of operational excellence and have attributed part of their success to NAPA IBS. These awards are given to the best fleets, all of the below being current NAPA IBS customers and many of which being Sourcewell members, for their use of industry best practices, forward-thinking initiatives and in many cases revolutionary contracting solutions. This is one of the highest honors in government fleet business. Current NAPA IBS Customers Awarded as Leading Fleets in 2019 (in alphabetical order): • City of Cape Coral, Fla. • City of Denton, Texas • City of Dublin, Ohio • City of Fort Worth, Texas • City of Greenville, S.C. • City of Lakeland Fleet Management, Fla. • City of Sacramento, Calif. • City of Tempe, Ariz. • City of Ventura, Calif. • County of San Diego • County of San Luis Obispo, Calif. • County of Sonoma, Calif. • Hillsborough County, Fla., Fleet Management Department • New York City Fleet • Ventura County, Calif., GSA Fleet Services Current NAPA IBS Customers Mentioned as Notable Fleets in 2019 (in alphabetical order): • Broward County Sheriff's Office, Fla. • City of Grand Prairie, Texas • City of Marietta, Ga. • City of West Jordan, Utah • Cobb County Fleet Management, Ga. • New York City Department of Transportation • New York City Police Department • Pasco County, Fla. • Sarasota County Government, Fla.	*
17	What percentage of your sales are to the governmental sector in the past three years	Of our 400+ IBS locations, Government (City, County, State, DOT, Government Utility) and Education (Higher Ed/K-12) comprise about 60 percent of our overall purchase volume in vendor managed inventory services. Of that government market, approximately 80 percent is traditional government and 20 percent is education. We also have very large customers in the private sector (airlines, construction, utility, private fleets) that are a significant portion of our IBS services. It is a tremendous value to our government customers that we have information on vendors from our private sector business as it broadens the scope of availability on OE and MRO supplies for our government and education fleet customers.	*

18	What percentage of your sales are to the education sector in the past three years	Our education customers can be divided into K-12 bus fleets and higher education fleets. Traditional K-12 fleets have been the majority of purchases for us in the last three years. However, we have seen a significant uptick in Sourcewell members in the higher education category contracting with us. Of our total government volume, education is roughly 20 percent of our sales.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NAPA has a mix of state, provincial and cooperative purchasing contracts that make up our government business segment. We have 40 standalone and cooperative state contracts for traditional automotive parts. Within the scope of vendor managed inventory services, we also have state and cooperative contracts that provide the specifications required by this RFP. A summary of each type of contract we currently hold is below. Traditional Parts Business: Direct Contracts with States (no coop): Total average annual contract value past 3 years = $36.5 million State of Delaware State of Georgia State of Idaho State of Iowa State of Massachusetts State of Mississippi State of New Jersey State of Utah State of Virginia State of W. Virginia Cooperative Contracts: NASPO: 18 States Total avg. annual contract value past 3 years = $35 million Sourcewell: 3 States + Individual Cities Total avg. annual contract value past 3 years = $25 million Vendor Managed Inventory (IBS) Business: Direct Contracts with States (no coop: Total average annual contract value past 3 years = $33.8 million State of Arizona State of Illinois State of Kansas State of Ohio Cooperative Contracts: Sourcewell: 3 States Total average annual contract value past 3 years = $12.0 million State of Georgia State of Illinois State of Massachusetts	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	NAPA IBS holds no GSA contracts.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Sacramento, CA Department of Public Works Fleet Division	Mark Stevens Fleet Manager mstevens@cityofsacramento.org	916-808-5869	*
City of Ventura, CA Public Works Department	Mary Joyce Ivers Deputy Public Works Director mjivers@cityofventura.ca.gov	805-701-7315	*
Polk County, FL Fleet Management Division	Robert Biller Director, Fleet Management robertbiller@polk-county.net	863-534-5660	*
We have additional letters of recommendation for all three references attached in the supplemental document upload section of this response.	We have additional letters of recommendation for all three references attached in the supplemental document upload section of this response.	We have additional letters of recommendation for all three references attached in the supplemental document upload section of this response.	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Chicago Transit Authority	Government	Illinois - IL	Vendor managed inventory services. Master warehouse that services 20 City bus and rail garages for the second-largest transit authority in the US.	Multi-year contract. Agency is billed a monthly fee for operational expenses. Separate billing is provided for all parts and supplies procured monthly through the contract. Parts transactions number in the thousands as we source through hundreds of vendors.	2020 YTD: $55,365,549 2019: $70,838,159 2018: $68,722,731	*
City of Chicago Fleet	Government	Illinois - IL	Vendor managed inventory services for 14 on-site parts rooms servicing the City's fire, police, sanitation, parks, aviation and general fleets.	Multi-year contract. Agency is billed a monthly fee for operational expenses. Separate billing is provided for all parts and supplies procured monthly through the contract. Parts transactions number in the thousands as we source through hundreds of vendors.	2020 YTD: $20,323,676 2019: $28,098,757 2018: $27,280,538	*
City of New York Fleet	Government	New York - NY	Vendor managed inventory services for 17 on-site parts rooms servicing the City's fire, police, sanitation, DOT, parks, corrections and general fleets.	Multi-year contract. Agency is billed a monthly fee for operational expenses. Separate billing is provided for all parts and supplies procured monthly through the contract. Parts transactions number in the thousands as we source through hundreds of vendors.	2020 YTD: $19,639,682 2019: $23,925,781 2018: $20,285,905	*
Ohio Department of Transportation	Government	Ohio - OH	Vendor managed inventory services with onsite personnel in each of 12 DOT districts servicing more than 100 downline shops statewide supporting all DOT fleet operations, including snow removal, mowing, highway maintenance and more.	Multi-year contract. Agency is billed a monthly fee for operational expenses. Separate billing is provided for all parts and supplies procured monthly through the contract. Parts transactions number in the thousands as we source through hundreds of vendors.	2020 YTD: $19,899,819 2019: $21,439,285 2018: N/A	*
City of San Diego Fleet	Government	California - CA	Vendor managed inventory services for current Sourcewell customer with an on-site parts room with single-source delivery service to 11 garages supporting the City's police, fire, public works, sanitation, parks, golf course and utility fleets as well as MRO products.	Multi-year contract. Agency is billed a monthly fee for operational expenses. Separate billing is provided for all parts and supplies procured monthly through the contract. Parts transactions number in the thousands as we source through hundreds of vendors.	2020 YTD: $8,979,109 2019: $11,622,621 2018: $11,076,795	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	NAPA IBS has 100% coverage of the US through full-time NAPA IBS dedicated sales representatives across our 6 automotive company divisions: Our NAPA IBS United States Sourcewell sales force includes 16 Sourcewell sales execution specialists: Eastern Division – Terry Ryan, Lis Malysa – CT, DE, MA, ME, NH, NJ, NY, PA, RI, VT Mid-Atlantic Division – Josh Peters, Ron Nelson, Steve McNeal, Dan Bigham and Rich Huzi – DC, IN, KY, MD, NC, OH, PA, SC, TN, VA, WV Mountain Division – Dale Clark, Hunter Beal, Vicky Donio – AK, CO, ID, MT, OK, ND, NM, SD, TX, UT, WA, WY Midwest Division – Steve Brisco, John Marchese – IA, IL, KS, MI, MN, MO, NE, WI Southeast Division – Peter Purpura, Mark Smith – AL, AR, FL, GA, LA, MS, TN Western Division – Mike Picardi, Robert Sperry - AZ, CA, HI, OR, NV, WA In addition to our dedicated sales force in the US, we have local teams in every major market that are knowledgeable about and invested in promoting the Sourcewell program. Our local General Managers, District Managers, Commercial Sales Managers, Wholesale Managers and Area Managers make up another 250+ NAPA team members who are tasked with growing this contract. Napa will be also supporting the Sourcewell contract amongst 4 regions across Canada. Below is an organizational breakdown that demonstrates how it will be supported in the Atlantic, Quebec, Ontario and the Western region. Central & East Regions – Stephanie Cooney-Mann – ON, MB, NS, PEI, NB, NF Quebec Region – Pierre Berthiaume - QC West Region - Troy Sawada – BC, AB, SK NAPA IBS Headquarters Sourcewell Contract Support – United States Jett Kuntz - Corporate Vice President NAPA IBS • Responsible for all business category segments of IBS sales and operations including, project implementation, personnel development, operations, contracts, software integrations and marketing • Senior, single point of contact for all Sourcewell contract questions Ryan Ouellette - Director of Operations – NAPA IBS • Responsible for building a rock-solid operations platform to enhance our current operations and assist the roll-out of new locations Tim Crowe – Marketing Coordinator – NAPA IBS • Manages NAPA IBS Digital Marketing and Salesforce.com database efforts • Coordinates Digital Marketing for Sourcewell publicity and marketing efforts Matt Chapman - IBS Inventory Control Manager • Manages NAPA IBS national “Vendor Spend” analysis • Identifies reasonably achievable pricing cost schedules by supplier and/or industry • Identifies targets for potential national vendor buying agreements • Coordinates non-NAPA product line database to promote national inventory and sales reporting • Reviews opportunities to move unproductive inventory to other IBS sites reducing obsolescence • Provides feedback and input on IBS inventory control improvements Eric Maurey – IBS Operations Manager • Establishes and provides oversight of standardized procedures • Reviews operational initiatives for increased efficiencies • Reports to upper management on operational key performance indicators (KPIs) of our group • Establishes and reviews corporate IBS Policies and disperses them to the field • Oversees implementation of service and accountability initiatives • Sourcewell audit reporting reconciliation specialist Collin Garner - IBS Legal Counsel • Reviews all documents before we execute an RFP response, contract change or new agreements • Negotiates and coordinates all Sourcewell and IBS contract documents

Donna Wright-Walsh – IBS IT Director
- Maintains relationships with major fleet software providers
- Oversees all software integration and IT reporting efforts
- Reviews new technology issues to improve platform compatibility

NAPA IBS Headquarters Sourcewell Contract Support – Canada

Gerry Tadeo – Director, IBS Store Operations
- Responsible for all business category segments of IBS sales and operations including, project implementation, personnel development, operations, contracts, software integrations
- Responsible for building a rock-solid operations platform to enhance our current operations and assist the roll-out of new locations

Darren Rest – Specialists, Bids & Quotes
- Lead proposal development including RFPs, RFIs, RFQs and RFSOs, as well as maintaining pertinent related electronic documentation, managing proposal drafts and researching content.
- Lead efforts to ensure accurate and effective logging, tracking, preparation and completion of high-quality proposals to support NAPA's sales activities.
- Develop and foster relationships with Regional Specialists to capitalize on sales opportunities pertaining to Government & large Fleets.

Barbara Schryver – IBS Inventory Coordinator
- Coordinates non-NAPA product line database to promote national inventory and sales reporting
- Reviews opportunities to move unproductive inventory to other IBS sites reducing obsolescence
- Provides feedback and input on IBS inventory control improvements

Martin Rolland – Uap Inc. Legal Counsel
- Reviews all documents before we execute an RFP response, contract change or new agreements
- Negotiates and coordinates all Sourcewell and IBS contract documents

Gilles Desrochers – Director, Store Computing/Integration
- Oversees all software integration and IT reporting efforts
- Reviews new technology issues to improve platform compatibility

24	Dealer network or other distribution methods.	NAPA IBS promotes the Sourcewell vendor managed inventory contract to all of our 6,000+ stores nationwide. Our dealer network is broken out into 5,000 small business independent stores and 1,000 company-owned NAPA stores. These stores and our 400 unique vendor-managed locations are supported by our 52 master distribution centers that contain more than $1 billion of fleet parts and other replenishment inventory for our network. The value of this network to Sourcewell members lies in our ability to provide inventory, distribution and local support in any area of the US or Canada without having to incur excessive mobilization or freight times or charges. If a member wants to implement our services, chances are we already have boots on the ground in their location who are trained and ready to support them right away. Our network is available 365 days each year to get our customers the parts they need in the most efficient way possible. Our network starts with the 5,000 local, small business NAPA stores that support Sourcewell in the areas where they operate. Many municipalities, such as the City of Tuscaloosa, Ala., place a strong emphasis on supporting local businesses and our local NAPA network in the City helped them do just that. When they had a need for fleet parts support, they were able to use our Sourcewell VMI contract to not only capture the benefits of the IBS program, but also support our local NAPA store owner, Joseph Roberto, and his operation that consisted of employees who lived and worked in the City in which they were serving. Our internal independent NAPA network supports local, small business across the US and Canada, but that's just one way we do that. We also have dedicated efforts across our local operations and our corporate footprint as a whole to support minority-, women- and veteran-owned and disadvantaged businesses in all of our sourcing activity. Whether a contractual obligation or a good-faith effort, this is an important cornerstone of our community support policy for IBS. In addition to our 5,000 local small business independent NAPA stores, we have the strength of our corporate-owned distribution network backing up the IBS program across the country. These stores have the financial support of NAPA headquarters and are key hubs in providing reliable staffing and distribution to our Sourcewell member customers. They also take advantage of our sister companies like Motion Industries, all under the Genuine Parts Company organization, that provide non-fleet distribution across the US and Canada, including industrial supplies, office products, MRO products, equipment and more. Furthermore, NAPA Auto Parts partners with over 14,000 independent automotive repair shops to provide high quality automotive repair and maintenance parts to ASE service professionals. NAPA AutoCare is the largest network of independent mechanics in North America. So, if it is time for routine maintenance or if a Sourcewell member needs major repairs, there is a NAPA AutoCare ASE Certified mechanic nearby. NAPA is highly motivated in partnering Sourcewell members contracted with IBS with our independent network of repair facilities to increase their technician productivity and reduce asset downtime by contracting out certain jobs to local small business NAPA AutoCare facilities. Ensuring the same quality parts are being used on all Sourcewell members equipment and possibly reducing costs by reducing the need of overtime contract mechanics for automotive work. All of our stores, whether under corporate or independent ownership, have the ability to source and stock the products that our customers need, whether NAPA branded or sourced from our outside network. This provides members the choice of what fits their fleet and facilities operations best while still having the power of our network to provide it. We currently work with more than 1,300 outside vendors in the IBS program that supply a wide variety of product categories and provide a basis for comparison for our customers on price, quality and service so they know they are getting what they want for their dollars.

25	Service force.	NAPA employs thousands of store, area, district, divisional and national sales and operations professionals to help execute our IBS programs and put boots on the ground in all areas across the US and Canada. The dedicated sales and operations team outlined in question #23 are solely focused on business development, compliance, and operation in all IBS contract engagements in the US and Canada. In addition, they do offer road service and manage the contract process throughout the life of the contract for our company and dealer network for IBS services. They are involved in contract selling, contract negotiation, mobilization, initial vendor management, and project implementation. After the launch of our IBS locations, the IBS sales representative remains involved with the contract to ensure we are meeting benchmarking and key performance indicators for the customer. They are a vital part in bringing outside of market information to the fleets and maintenance facilities we service. Our IBS contract sales force are a mobile field-driven sales team and are available to service the customers at their locations and to assist our existing on-site parts management team in any endeavor. The following is a look at the overall process flow for selling and managing Sourcewell contracts, along with which teams are involved at each stage: 1. NAPA IBS HQ team sets standard operating procedures. 2. Sales force promotes the contract to customers. 3. Service force executes contracts and opens and manages sites. 4. Marketing team conducts regular business reviews to promote contract retention. 5. HQ team ensures compliance, reporting and overall growth.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service process and procedure support breaks into three categories: Sourcewell Contract Sales Process (Pre-Contract), Sourcewell Contract Implementation/Project Startup Process (Post Contract), and Sourcewell “Live Project” Process (Continuous Improvement Process) **Note** All resources listed in this section are already in place and immediately available to respond to the award and commitments of a Sourcewell contract and subsequent contract marketing, mobilization and implementation. Sourcewell Contract Sales Process – Pre Contract Our NAPA IBS Vice President – Jett Kuntz – and the team of 10 dedicated Sourcewell IBS contract sellers are responsible for selling and promoting Sourcewell IBS contracts to our thousands of prospective candidates to use the Sourcewell contract for our services. This team will promote the contract using the marketing tools listed in our RFP response. Their responsibility will be to work with fleet management, procurement, finance, accounting and administration to build the best-in-class total IBS solution customized for their specific contract. They will coordinate the contract details, work with local NAPA management teams on personnel, inventory and implementation. This team will do the hard core analytics with fleet and warehouse management to determine the best solution for the customer. NAPA IBS believes in face-to-face customer service – so our teams are dedicated to work directly with customers in their shops to help them build the best vendor managed strategy for their operation. In conjunction with our sales effort – GPC provides NAPA IBS with dedicated legal resources to expedite the contract negotiation and finalization process. Our legal contact – Collin Garner – is available as an immediate resource to Sourcewell, our sales team, and our Sourcewell contract members to answer questions and expedite documents for contracts. This has been a huge benefit for our Sourcewell customers because of the speed of response on contract questions and finalizations. Sourcewell Contract Implementation/Project Startup Process – Post Contract After a contract has been finalized – our entire IBS operations organization immediately kicks into gear as we mobilize the vendor managed on-site location. Our headquarters support team listed in question #23 of this response is in charge of implementing the new project and performs the following mobilization support tasks: 1) Databases Sourcewell contract in our in-house contract managing database 2) Establishes contract pricing in the new site 3) Coordinates IT efforts to support on-site point of sale and any special IT initiatives 4) Verifies reporting systems for Sourcewell contract reporting 5) Initializes our in-house on-line project management tools for the field 6) Reviews internal business plan proposal to ensure contract compliance 7) Finalizes specific key performance indicators and baseline benchmarks for our customer

Next – our local field teams that will operate the day-to-day operations are mobilized according to the launch time-line of the project. The power of NAPA IBS is our phenomenal local support teams that execute the terms of our agreements. The support team that will work with our NAPA IBS sales team to mobilize the project include:

Local mobilization teams are comprise of members of our company that execute an IBS contract site implementation that includes initial inventory of customer's fleet parts and supplies, staffing, training, reporting, vendor initialization, billing services, IT connection, and site planning.

On company-owned locations, these efforts are led by our GPC District Manager and District Operations Manager for the particular market. NAPA has 50+ District Managers and District Ops Managers in place to mobilize any new IBS efforts. On the independent store side, we have GPC support resources to help our small business owners implement the same structure within their IBS location. These efforts are led by our GPC Distribution Center (DC) Management Team and their support staff. New independent Sourcewell IBS contracts will be led by a team of DC General Managers/ DC Operations Managers and the local market Commercial Sales Manager for that store's market. *

All IBS new store installations are also aided by a vital added-value part of our effort: the NAPA Systems Selling Group team. This is a dedicated group of NAPA product managers that will assist in a mobilization through inventory efforts, product identification, and product cross-over databasing and fleet surveys to assist any operation in finding the correct stocking level for their products. This exclusive NAPA team includes:

- Filtration/Heavy Duty Product Support
- Undercar (Brakes/Chassis) Product Support
- Electrical/Underhood (Batteries, Rotating Electrical, Engine Management) Product Support
- Heating and Cooling Product Support
- Paint and Body Product Support
- Tools and Equipment Product Support

A final, important part of our site mobilization team is our IT team – every market has dedicated IT members who install our point-of-sale systems in IBS locations. In addition, our HQ IT team will work with this TAMS team and the customer to make sure any software integrations, billing procedures, and invoicing requirements are met.

Sourcewell "Live Project" Process (Continuous Improvement Process)

Once our site is live and the local operations have begun executing the services outlined in our contract, we feel a major part of our process and procedures include continuous improvement processes and continuous communication steps with our Sourcewell contract customers.

Each contract should have well-defined key performance objectives. Typical objectives include daily service rate, special order tracking, core and return tracking, daily parts fill-rate goals, down vehicle reports, inventory effectiveness, and parts cost comparisons. NAPA IBS has developed exclusive tools to measure these types of KPI's included in our contract.

The baseline of our continuous improvement program includes regular reviews of the business processes, inventory baselines, vendor management, and store operations. NAPA IBS has developed a solid regular business review process that we make a mandatory part of our offering. The Sourcewell contract customer will work with NAPA IBS on specific reporting and service measurables within our contract, and these will be reported during our regular business reviews. Usually these reviews are weekly in the first 90 days, monthly in the next 90 days, and quarterly after the first 6 months of operation.

These business reviews are conducted using a proprietary digital business review tool that streamlines and regulates the review process and includes customer input, feedback and scoring to ensure we are delivering above expectations. We have included a sample business review document as an attachment. Bottom-line, the only way we deliver continuous improvement is to communicate with ALL LEVELS of our contract customers to ensure the on-site location is performing to the expectations of our customer.

The last step of process and procedure accountability for our process after we go live is our Divisional and Headquarters quarterly review of all Sourcewell contracts. Our Division Vice Presidents and NAPA Headquarters operational staff outlined in this response review the Sourcewell contract and subsequent business review reports produced by our local operations to ensure contract compliance.

		NAPA IBS/Genuine Parts Company has countless dedicated resources to ensure a great Sourcewell contract experience for Sourcewell members when they engage in an IBS contract.	
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	NAPA IBS is superiorly able and willing to provide all products and services in this RFP to Sourcewell participating entities in the United States. NAPA IBS has the unparalleled ability to provide our services to Sourcewell participating entities across the United States and we are already doing so today. We are currently actively under more than 50 contracts using Sourcewell with cities, counties, states, DOTs, K-12 and higher education institutions in the United States. We are able to accomplish this through our vast network of 55,000+ employees, our database of hundreds of fleet professionals that we work with every day to develop innovations and best practices, the support of NAPA headquarters to invest in programs and solutions that will benefit our customers, and our extensive distribution infrastructure. 6,000 NAPA stores and 52 large distribution centers nationwide make it really easy to get customers what they need, whether from our internal supply chain or by sourcing from supplier partners that we have spent decades building great relationships with. In sum, we have more than $1 billion in NAPA inventory across our distribution network, $175 million of which is dedicated specifically to IBS VMI parts rooms. Out of our 55,000 employees, nearly 5,000 of them have hands in the selling and operating processes that aide this contract development and execution and 1,100 of them are solely focused on NAPA IBS customers. Long story short, whatever the product is, we have the people and resources to get it. We have an incredible existing relationship with Sourcewell that demonstrates, year over year, our willingness to participate fully in this program. Sourcewell is the only cooperative contract that IBS holds in the US and it is an integral part of our selling and marketing fabric. Our national sales team and local support teams are well versed in presenting the Sourcewell solution to existing members and non-members and it is one of the first points raised when discussing simplifying VMI contract processes for governments. Beyond our current contract performance, we have further invested in our Sourcewell relationship through the other contracts we hold with Sourcewell, including Fleet Parts, MRO VMI, and Lifts & Equipment contracts. We also partner with Government Sourcing Solutions, a procurement consulting organization closely tied to Sourcewell, to help us seek out existing members and non-members to approach about the Sourcewell opportunity. Our plan is to expand upon our success with the current Sourcewell contract to grow into new business areas and solutions for many Sourcewell members.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	NAPA IBS is superiorly able and willing to provide all products and services in this RFP to Sourcewell participating entities in Canada. NAPA IBS in the US and Canada work as one and we are excited about the possibility of expanding use of the Sourcewell contract in Canada. They have existing IBS vendor managed sites within government operations, including a Sourcewell contract with the City of Toronto, today. We have a dedicated sales staff in place today that is trained and ready to execute a similar marketing plan that we are using in the US to further grow our Canadian footprint with Sourcewell. NAPA has a strong presence in every region and is fully capable of serving the Canadian geographical locations described in this RFP of current and future Sourcewell members and represented associations. NAPA has a national presence from coast to coast across Canada. Thanks to our 600-store network and our strategic distribution centers locations, we can meet all members' needs in a short amount of time, wherever they are operating. In addition, NAPA IBS Canada is already engaged in fleet related trade organizations, including NAFA, RMA and Kinetic GPO, where we have easy access to promote and market the Sourcewell message. Our team is in place, the training is ready to go, and our NAPA Canada team would be ready to promote day one of an award. Finally, Genuine Parts Company and NAPA IBS can provide Sourcewell with future international expansion of the co-operative contract solution for what we do. GPC owns operations in Australia, New Zealand and Mexico as well. Our IBS efforts in those markets are just underway and could prove to be an excellent opportunity to help promote co-op solutions internationally.	*

29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Our NAPA IBS is available in all 50 states and every Canadian province. We have a unique capability of having ready-to-go staffing and brick and mortar support as well as nightly parts and supply distribution into all 50 states. With over 6,000 stores across all 50 states (and many US Territories) and 52 master warehouses we offer a unique way for our locations to get parts and supplies delivered at extremely low costs to our customers. In addition, our IBS services are available to all government (city, county, state, utility, transit, airports, etc.) and education (state universities and school bus garages) institutions. Non-profits can also be serviced under our IBS program if the program fits their needs.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAPA IBS can service every vertical listed in the RFP: Government, Education and Non-Profit. If there is a fleet or warehousing service need with a Sourcewell member, NAPA IBS can customize our solution for that customer. For example, today the IBS program currently operates parts rooms in all of the following verticals and more: • Municipal, State and Federal Fleets • Facilities Management • General Services Warehousing • Public Transit • Education • Aviation Management • Public Works • Sanitation • Transportation • Police • Fire • Utility • Parks & Recreation • Golf Courses • Forestry • More NAPA operates in all 50 states and all Canadian provinces and has no geographical limitation on providing VMI services to Sourcewell members. We even have distribution centers and current NAPA IBS operations in Alaska and Hawaii that increase our service ability and reduce freight concerns for those regions. One area where we feel we can improve our footprint with Sourcewell is in the non-profit sector, including hospitals, charity and other organizations. Regardless of the size of their fleets, these organizations have ways that we can help them manage their inventory better, and our MRO and warehousing management capabilities can be a good way to grow our Sourcewell business in that sector.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We have no requirements or restrictions for Alaska or Hawaii within the services in our RFP. NAPA IBS has brick and mortar warehouse locations and employees in both Honolulu and Anchorage as well as multiple company and independent NAPA dealers in multiple markets in both states that can and currently provide the services outlined in this RFP. The only US territory that we do not service is Puerto Rico.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	NAPA IBS has a national team dedicated to marketing and growing our most important contracts, including everything Sourcewell. In addition to training this team on selling the value of our Sourcewell contract, we have headquarters-driven digital and print marketing efforts as well. Below are several examples of our available marketing materials and efforts and samples will be provided as attached documents. • NAPA IBS Website – public facing marketing and lead generation website that prominently displays our Sourcewell contract details and links to Sourcewell's contract page. • Salesforce.com – customer relationship management software that has been customized to track communications, lead progress, contract status, success metrics and more for Sourcewell prospects and existing customers. This allows our sales team to sell the program more efficiently. • Print Materials – marketing materials available to our sales team and customers include Sourcewell customer case studies, Sourcewell benefits and process flyers, customer information packet content and more. • Presentation Materials – our team has access to a predeveloped suite of digital content and presentation materials (Powerpoint slides) that promote the benefits of implementing Sourcewell contracts. • Video Content – we are in the process of developing specific video content that discusses Sourcewell opportunities with existing IBS customers using the contract. These videos will be available for use in presentations, on our website, on social media and more. • Fleet Industry Events – NAPA IBS sales and marketing experts attend more than 50 industry events across the US and Canada each year and we make specific efforts to promote the Sourcewell contract at each one where it applies. Some of the most significant industry events we attend on a regular basis include: National Events o NAFA I&E www.NAFA.org o Government Fleet Expo (GFX) www.governmentfleetexpo.com o FleetCon presented by FleetPros www.FleetPros.org Regional Events o Florida Association of Government Fleet Administrators (FLAGFA) www.FLAGFA.org o Georgia Association of Pupil Transportation (GAPT) www.GAPTonline.org	*

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our primary use of technology in promoting our Sourcewell contract is through the NAPA IBS website. Our website is a public-facing lead generation site that explicitly displays our Sourcewell partnership to prospective customers. The site also drives visitors to a contact page where we can collect fleet data and automatically pass it on to our local sales representative who is a trained expert on selling our Sourcewell option. When a prospect fills out the contact form, an email is automatically generated and sent to not only the local sales representative, but also to NAPA IBS executive and sales leadership to ensure prompt follow-up. We track all of this activity to measure our success rates and Sourcewell contract growth. The IBS website also contains digital tools and materials to help our team sell the Sourcewell VMI contract. It has a suite of presentation elements, which we use digitally these days to connect with prospects remotely and safely, as well as embedded testimonial videos that discuss how Sourcewell has helped real customers. These materials are also available to our entire NAPA store network to help them identify and educate potential Sourcewell customers that they already work with. Additionally, we use Salesforce.com, our customer relationship management system, to automatically track communication with Sourcewell customers and prospects through an integration with our Outlook email system. This allows our sales team to communicate more effectively with prospects and allows management to track pipeline movement and help drive results. Social media, such as LinkedIn, is an avenue we use to both network with fleet decision makers who we can educate about Sourcewell and promote events that we will be participating in. We further participate on event websites, in digital newsletters and email blasts and mobile apps. We also promote customer and vendor awards that tie into our Sourcewell offering to grow awareness and interest in the contract. All social media efforts are tracked so we can optimize our performance with respect to driving interest in this contract. While we are proud of the digital efforts we make, we can always do more. Moving forward, we are considering ideas such as adding a specific Sourcewell information section to our web contact form on www.NAPA-IBS.com. We are also interested in adding a Sourcewell link into applicable government email communications from our sales team to increase exposure and drive Sourcewell conversations.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We feel it is our job to educate our sales team on Sourcewell and make it an integral part of the way they sell the IBS solution to governments. The materials and tools we provide to our team have been developed specifically to this end and every applicable customer we meet with is presented the Sourcewell contract option. While we will continue to drive the success of this partnership, there are clearly defined ways in which Sourcewell can help the marketing effort: • Marketing Materials – Sourcewell can provide materials that help train our specialists and educate our customers on the benefits and procurement process of using Sourcewell contracts. • Continuing Education – provide our team with access to Sourcewell knowledge through online training, live and digital seminars, trade show involvement and personal consulting via phone calls with your team. • Government Contacts – supply direct access to government fleet and procurement decisionmakers who have expressed interest to you in the Sourcewell IBS contract. • Legislation – continue to drive legislative approval across the US and Canada for the ability to adopt Sourcewell contracts.	*

35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, our products are available through e-procurement and other digital platforms and we have a large number of government customers using these ordering vehicles today. The following are a few of the most common digital methods used to order from us: • NAPA ProLink: NAPA ProLink is an exclusive online ordering and messaging system for customer shops to order NAPA branded parts from our stores or IBS locations. It gives the customer direct digital access to our catalog of more than 465,000 SKUs, all available on this contract. • Fleet Software Integrations: Our IBS sites offer a more in-depth digital solution to on- and off-site customers who want to order from us electronically. Integrating a shop's fleet software system into our inventory management and point-of-sale platform allows work order, parts order, vehicle status, billing, reporting and other data to pass automatically between the two. This increases technician productivity and data accuracy by letting the customer know exactly where their parts are and attaching every part ordered to a specific unit and work order. Some of our integrations even perform automated invoice reconciliation, extending the benefits beyond the shop and into customer administrative and accounting departments. Some examples of our most successful integrations with third-party software systems available today include AssetWorks (FA, M5), Faster, RTA, Dossier, Chevin and many more. • Enterprise E-Procurement: NAPA IBS has the capability to provide digital cataloging through punchouts and EDI interfaces placed directly within a customer's enterprise procurement system. On our e-commerce website, www.NAPAIBIZ.com, we show companies that use large eProcurement programs how to register with NAPA to access our NAPA catalog. Platforms supported include Ariba, SAP, Oracle, Epicor, Ketera, Jaggaer, Proactis/Perfect Commerce, Coupa and more. We also offer digital warehousing solutions with JD Edwards and Manhattan products.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	NAPA IBS has a unique position in fleet related services as we are the only company in this space that houses our own internal technician training on-site, on-line, and manufacturer based shop training – all in one package. Genuine Parts Company has made the investment to have our own certified technician training in-house – all with the purpose to help our fleet customers drive efficiency in their operations and to ensure their technicians receive the most up-to-date training to keep their fleet vehicles on the road. A sample of our NAPA IBS exclusive Autotech training course offerings is included in the supplemental uploads. Our customer needs for training vary, so we have a mix of free training – offered by dedicated NAPA Product Support teams – as an added value to our customers, in categories including: Filtration/Heavy Duty, Undercar (Brakes/Chassis), Electrical/Underhood (Batteries, Rotating Electrical, Engine Management), Heating and Cooling, Paint and Body, Tools and Equipment. This training is part of the fabric of any customer that has a NAPA IBS contract and will be available to Sourcewell members. In addition, Autotech has online and on-site training courses available for an additional fee. NAPA also works with a select group of non-NAPA suppliers that are able to provide resources and customer product training upon request. The size and scope of any requested training will determine any fees associated with these opportunities. All fees would be passed through to the customer at our cost with no markup. All onsite and online training can be bundled and easily tracked by a government agency through our www.NAPATraining.com website. This is a one-stop location for government fleet professionals to track and manage all training activities within their operations.	*
37	Describe any technological advances that your proposed products or services offer.	The IBS HUB, a NAPA IBS exclusive technology platform, revolutionizes the way that NAPA conducts business with government fleet customers and is available to all Sourcewell members at zero cost to them. The IBS HUB replaces typical invoicing/point-of-sale technology and replaces it with a work order and inventory management tool that has point-of-sale functionality built into it. All functionality inside of the IBS HUB was designed to make our NAPA IBS team members more efficient in routine processes so that they can focus on the important task of procuring parts to help keep our customers' fleets up and running. The IBS HUB directly impacts how an IBS operates, removing inefficient time-consuming activities and replacing them with intuitive interactive processes. Improvements that your Sourcewell members gain through the IBS HUB include, but are not limited to: • Order Management (Work Orders) • Inventory Management • Local Supplier Management	

- Inventory Barcoding
- Inventory Receiving and Reconciliation
- Automated, Accurate and Consistent Reporting.
- Ease of Integration
- IBS Network Wide Supply Chain Visibility

NAPA IBS has a dedicated team that works exclusively on enhancements to the IBS HUB system that will continue to add value to all IBS customers. One of our most recent value add additions is our IBS HUB Remote Consignment module.

The IBS HUB Remote Consignment Module adds functionality to the IBS HUB to facilitate offsite remote inventories that are not directly managed by on-site NAPA staff. These consignment inventories are supported by an on-site NAPA IBS location which provides stocking levels, tracking of used inventory, replenishment, and allocation of the inventory onto work orders.

Consignment Inventory Work Order and Replenishment Features:

- Source parts from Consignment Inventory during parts issuance to work orders
- Ad-hoc/Scheduled Replenishment from on-site NAPA IBS location
- Parts will be controlled by specific Shop location or Garage
- Provides a static inventory listing for each location
- Stores bin locations for each consignment location
- Ability to conduct physical inventory sessions as often as needed, but required quarterly
- Ability to replenish Consignments via Supplier Orders, Interstore Orders and/or DC Orders
- Ability to aggregate inventory across multiple Consignments
- Ability to calculate and recommend MIN/MAX levels for Consignments based on specific location parts usage
- Tracking of inventory in Consignments that has been re-numbered or superseded to new product

*

Benefits for IBS Customers and Sourcewell Members:

Consignments offer our IBS clients the ability to have smaller inventories in their remote service facilities that would not have the need for a staffed parts room. These inventories are provided on consignment so that the parts are not paid for until consumed on a work order, PO, or similar billing. The IBS HUB consignment module then provided automated tracking to ensure proper and timely replenishment from your IBS location ensuring the needed parts are always available.

The recommended stocking quantity feature of the IBS HUB ensures the right parts are stocked in these locations in which space is normally limited. By tracking usage by the specific shop, the IBS HUB ensures only the parts used at each consignment most frequently is stocked. The Pending and Pull List functionally of the IBS HUB works to track each stocked part used at the location until it has been confirmed to be replenished. These functions make sure that the agreed upon stocking parts will be there when the technician needs them.

The physical inventory sessions for each consignment in the IBS HUB make sure that the inventory in the offsite locations stay true to their expected stocking levels. Quarterly counts are required, but they can be run more frequently as needed. Ultimately the IBS HUB Consignment Module provides IBS clients with offsite inventory so that remote technicians have a consistent organized inventory to support their work.

NAPA Canada has recently invested in new warehouse automation technology that will improve our efficiencies and add the ability to increase our inventory at our DC in Cambridge, ON. Our Cambridge DC has collaborated with KNAPP, a global leader in industrial automation solutions, to integrate KNAPP's AG - OSR Shuttle, a high-performance, reliable semi-automatic picking and storage system.

Furthermore, NAPA, the Federal Government and Drone Delivery Canada (DDC) are participating in “The Moosonee & Moose Factory Pilot Program” to deliver NAPA Auto Parts to rural locations across Canada. Today the drones are carrying approximately 25 lbs, but DDC is working on those that could handle 100-400 lbs.

NAPA vendor managed IBS sites in the US and Canada are also using a new proactive inventory management program called Pulse. The system uses predictive analytics to determine what factors drive categorical sales, including vehicle registrations, part failure rates, market demographics, climate and geography. Pulse also has the ability to customize inventory assortments for specific fleets by uploading a VIN list into the system, which creates an inventory list with the product categories of choice.

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	At NAPA IBS, we share our customers' and their communities' commitments to sustainable practices in procurement and fleet operations. Below are some of the benefits members will realize from working with NAPA IBS: • Many chemicals that are offered are non-detergent/green products • We recycle oil at our stores and can recycle oil for any customer • We advocate the use of the used oil filter crusher to extract environmentally hazardous chemicals from landfills • We recycle all plastic, paper, cardboard and wooden pallets at our DCs and HQ offices • GPC supports paperless systems initiatives within all business segments • GPC promotes the use of fuel-friendly delivery fleet vehicles • Many of our IBS customers have received Clean Cities Green Fleet of the Year awards in past years • GPC corporate has established a sustainability roadmap that is available for our customers to review on our corporate website • Upon customer requests, we can employ electric vehicles in certain of our operations In addition to our green fleet initiatives, NAPA IBS markets and sells many green Initiative products, including: • Smart Washers • Challenger Water In-Ground Lifts • 3M lead free wheel weight system • Schumacher solar battery charger/maintainers • Energy Logic - waste oil burners • Vortex waterborne auto paint - no solvents • Valvoline Next Gen oil - made with recycled oil • Recycled Batteries • Nature's Broom absorbent - eats shop floor oil and lubricants and is environmentally disposable • Micro Green - Lifetime Fleet Filtration Products Finally, NAPA IBS implements a strict environmental and spill policy: • All chemical products issued by NAPA will have a corresponding Material Safety Data Sheet or MSDS report. The MSDS sheet lists on-site potential hazards of the product. NAPA maintains a computer cataloged MSDS library that will be on the premises of our IBS Fleet locations. • NAPA IBS will produce a MSDS (and soon will make the move to new SDS) hard copy of all chemicals that will be stocked on the premises and update an OSHA approved MSDS book in the event of an emergency. • NAPA maintains a store policy mandating key emergency contacts be clearly posted in the event of an emergency. Hazardous Material hotline and Poison Control will be posted. • NAPA Policy Hazardous materials handling includes the use of protective measures such as an approved eye wash station, approved fire extinguishers, approved safety glasses and gloves. • NAPA will advocate the use of the environmentally friendly Parts Washer system to eliminate the use of needless hazardous chemical washing solvents to be replaced with "Ozzy Juice", an enzyme based solvent proven to work both for the environment as well as the safety and well-being of the technician washing fleet parts.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NAPA IBS is not a manufacturer of the products we manage for our VMI customers, but we make a concerted effort to source sustainable products from eco-conscious suppliers whenever possible. NAPA also has a detailed sustainability plan that is monitored and reported on annually. One of the three pillars of this plan is environmental sustainability and some of the results we have achieved are as follow: NAPA Fleet Management • Recycles more than 20 tons of tires annually • Recycles more than 3,500 gallons of oil annually General Recycling • More than 7,800 lbs. of cardboard annually • More than 6,400 lbs. of other waste annually Energy Efficiency • More than 750 lighting retrofits completed that reduced more than 52 million lbs. of CO_2	*

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Many of our current IBS government and education customers require our IBS sites to work with procurement to achieve specific MWBE goals within our contracts. NAPA IBS has a policy to help our IBS partners exceed diverse spend goals when present in their procurement plan. We do this by helping our government customers recruit new vendors, provide due diligence support on these vendors, and provide regular reporting on our progress on the organizational MWBE goal vs. our actual performance. SBE Efforts - Genuine Parts Company and NAPA IBS has extensive experience working with more than 5,200 SBE/MWBE supply partners in our many operations across the country. Our goal with our proposal is to not only give a “good faith” effort – but to meet and exceed the stated goals of our customers. NAPA’s action plan includes using a mix of service vendors and local businesses to work toward the procurement goal of compliance. NAPA IBS has a tremendous track record of accountability and exceeding SBE/WMBE goals in our operations. NAPA IBS’ real world track record speaks for itself. In three major municipal contracts currently in place, we show historical success in meeting and exceeding SBE, MWBE goals set forth in the RFPs: IBS Requirement Actual Results City of Chicago 25% MBE / 5% WBE 37% MBE / 5.5% WBE City of Sacramento 10% SBE 28% SBE City of Cincinnati 15% SBE 17% SBE	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	NAPA IBS has unique, custom attributes that separate us from the competition: a) Current network of over 400 contracts – we offer a unique opportunity for Sourcewell to market to hundreds of existing contracts to use the Sourcewell contract as a vehicle to extend current services. No other vendor managed inventory fleet solution has the opportunity to expand use of the Sourcewell contract like NAPA IBS. b) Dedicated IBS project staff of 11 sales representatives and 22 field operators that do nothing but selling and managing the vendor managed inventory solution presented in this RFP. c) A 26+ year network of over 1,400 OE, aftermarket, supplies, MRO and parts related vendors to support ANY operation that wishes to use the Sourcewell contract. Our services go well beyond NAPA branded parts and include many OE and alternative brands to give our Sourcewell customers a broad range of choice on the products they wish to use in their fleet and warehouse operations. No other vendor of these services can provide the choice and leverage that our 1,400 non-NAPA branded parts and supplies vendor network and experience can bring. NAPA IBS has exclusive vendor arrangements with key fleet parts and supplies-related vendors that are exclusive to NAPA IBS customers and are unavailable to any other supplier of these services. d) The IBS HUB is NAPA IBS’s exclusive technology platform that was built specifically for the IBS program and providing vendor managed inventory services. It is a technology that is exclusive to NAPA and is available to all Sourcewell members at zero cost to them. The IBS HUB replaces typical invoicing/point-of-sale technology and replaces it with a work order and inventory management tool that has point-of-sale functionality built into it. All functionality inside of the IBS HUB was designed to make our NAPA IBS team members more efficient in routine processes so that they can focus on the important task of procuring parts to help keep our customers’ fleets up and running. It also contains detailed reporting that is available on demand or at scheduled intervals to customers’ management teams so they always know exactly how we are performing and when their work orders will be complete. As mentioned, one of the most unique features of our service is the ability to integrate a customer’s fleet software/work order management system into our inventory platform, the IBS HUB. This kind of integration seamlessly shares data between the two interfaces and allows work order, parts order, vehicle status, billing, reporting and other data to pass automatically between the two. This increases technician productivity and data accuracy by letting the customer know exactly where their parts are and attaching every part ordered to a specific unit and work order. Some of our integrations even perform automated invoice reconciliation, extending the benefits beyond the shop and into customer administrative and accounting departments. Some examples of our most successful integrations with third-party software systems available today include AssetWorks (FA, M5), Faster, RTA, Dossier, Chevin and many more.	*

Table 9: Warranty (Performance Standards or Guarantees)

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Describe any performance standards or guarantees that apply to your services (customer service response times, processing time frames, stock and non-stock fill rates, etc.).	Our performance standards can vary largely depending on the size, scope, complexity and sometimes geography of the VMI operation we are managing. We work hard to customize a solution that works for each individual customer, but the following is a list of some of the most common standards and guarantees that we implement and track: • Many of the important performance standards, goals and KPIs of operating IBS parts rooms are tracked and can be reported through our IBS HUB system, which is an exclusive capability of NAPA IBS. The system provides regular and on-demand reporting on the following to communicate our operation successes and areas of improvement to customer management: o Parts Fill Rates o Daily Service Metrics o Inventory Special Order Tracking o Down Vehicle Time & Percentage o Inventory Readiness o Parts Cost Comparison We will go into greater detail on the aforementioned IBS HUB reporting capabilities in question #68, but have included an upload of sample IBS HUB KPI reports in this section of the supplemental document upload portal. • Regular contract compliance audits will be conducted to ensure operational accuracy. • We have invested in a digital business review portal that schedules, tracks and stores business reviews with every IBS customer on a monthly or quarterly basis. It also communicates results to the customer and solicits feedback and ratings from them so we can measure our performance from the customer's perspective. • We provide product choices for our customers. Whether NAPA parts or parts sourced from other suppliers, we will stock the parts that fit the customer's operation and preferences best. • We possess a local footprint in any area we operate. This allows us to provide backup inventory, staffing and distribution support in any situation without long wait times, expensive freight or mobilization charges. • We have industry leading technology capabilities to support our Sourcewell member partners that we can customize to meet their ordering, billing, payment and reporting needs. • Orders placed manually or directly with our parts staff will be addressed immediately upon request. • Orders placed electronically will be acknowledged in our system immediately and will be addressed by our parts staff within 30-60 minutes. • Where applicable and/or required, our parts staff and management will be ASE trained and/or certified. • All parts sold to customers will meet or exceed OE or equivalent specifications or will satisfy the required specifications of the individual Sourcewell member customers • Warranty eligible products will be identified, tracked, processed and credited through our IBS HUB inventory management system. When a technician brings a warranty product to our parts counter, we will know on the spot if it is eligible and will issue credit as appropriate, then work with the supplier to resolve the warranty. • All staff involved in IBS operations will be fully trained and knowledgeable on required parts, vendors and technology required to excel at the position. • Our contracts have the ability to be terminated by our customers if we are ever not meeting expectations. Most contracts have mutual 60-day termination clauses and language pertaining to our failure to meet obligations is negotiated on each individual contract.	*

43	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.).	Our service standards can vary largely depending on the size, scope, complexity and sometimes geography of the VMI operation we are managing. Depending on customer needs and priorities, the KPIs we track can be customized to give them the insight desired into our performance levels and theirs. However, the following are a few of the general aspects of our service that we track and maintain: • Under normal operating conditions, we generally target a KPI of 85-90 percent fill rate after an acceptable ramp-up/grace period following initial implementation of the IBS site. Many agencies that we work with do not have clear historical data so we will work with them to build forward-looking KPIs based on actual purchase history after we go to contract. • One of the key benefits of our program is the tracking and processing of parts manufacturer warranties for our government agencies. Our NAPA IBS service guarantees that we will replace any alleged warranty item immediately for our government fleets. Then, our onsite personnel have the responsibility to submit warranties to specific product manufacturers and track that item from the moment it is returned through the discovery phase to conclusion. NAPA IBS outlines our warranty policy in each contract and has the responsibility to track and report on this for hundreds of suppliers that we procure parts from for our agency customers. • Non-stock orders rely on third-party vendor performance and availability, but acknowledgment times can be measured to ensure our parts staff act quickly on such orders. • NAPA IBS will comply with all customer expectations and processes regarding work order information, data communication, safety procedures and others. • NAPA IBS will adhere to customer, local, state and federal regulations as they apply in the location of the operation, including allowable stocking restrictions on chemicals and other items. • While our IBS staff are employees of ours, they are still working in our customers' environments. It is our corporate policy that all of our IBS employees are background checked through E-Verify. At the same time, we respect the safety and security policies of our customers as well. All NAPA employees that work on site are required to follow the procedures and policies of our customers. • Because NAPA IBS is providing an inventory management service for customers, one of the strengths of the warranty of service that we provide is the mutual ability to end an IBS contract in the case where services standards are not being met.	*

44	Describe any service contract options for the items included in your proposal.	The services we provide remain fairly consistent as we work with different agencies in our contracts. We are contracted to maintain and manage parts and supplies inventory for fleets in many verticals. For the purposes of this RFP – those verticals include – but are not limited to – government fleets and warehousing, education fleets and warehousing, non-profit fleets and warehousing. Each customer has unique needs within their operation, so we provide the flexibility within the scope of our services to accommodate customers in the projects we are contracted to perform. The basic offering we propose is to manage fleet-related supplies and parts. This can be accomplished either in an on-site dedicated operation or off-site dedicated operation. Space considerations, labor considerations, work schedule considerations, and inventory needs considerations are all variables for our fleet customers that require customization in each contract. In addition, we are asked to handle MRO skus as part of an overall operation. For example, in the City of Sacramento fleet operations, we have held a fleet contract for over five years. Recently, their warehousing operations has been looking for a solution to help them manage skus for their maintenance operations. We have responded to and have been awarded a contract to handle these materials as well as fleet related services and will uses some of the same resources we currently have on-site within the fleet operation to manage the warehouse contract as well. Both facilities are on the same lot in the same area – and we can bring efficiency through our services by managing both. Another service function that NAPA IBS has the technology and experience to perform is that of managing remote and/or consignment inventories. Customers with satellite locations that don't carry enough inventory to justify onsite staffing can have their inventory managed, replenished and billed through our IBS HUB system. This requires either electronic submission of all parts removed from the parts room, or a periodic physical inventory count by NAPA IBS staff to determine parts usage and proper billing. Third-party services, such as outside repairs, can also be sourced and managed by NAPA IBS for Sourcewell customers. Such needs have specific line codes programmed into our IBS HUB system that can track and invoice according to our contractual pricing model. Finally, running multi-location fleet operations often means crossing jurisdictional lines that can affect tax rates and other regulations. NAPA IBS has the ability to manage these logistics digitally so Sourcewell members know they are paying the right prices and following all guidelines without having to do the work themselves.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
45	What are your payment terms (e.g., net 10, net 30)?	Our contract payment terms for parts purchases and operational expenses as part of our IBS services are Net 30th. On a monthly basis, we deliver parts billing and operational cost billing as part of our services to our IBS contract customers.	*
46	Describe available payment options (e.g., frequency, method, platform, etc.)	NAPA IBS is highly flexible in accepting payment options. We are able to integrate with most enterprise billing systems through our industry-exclusive IBIZ custom billing platform. NAPA is able to bill according to customer specifications, but at a minimum of monthly for both parts and operational expenses. The standard policy for all of our customers, and in the industry, is to accept payment via one of the following methods: • Check payment • ACH • Wire transfer Specific payment options are one of the core points that are detailed in our individual contracts with Sourcewell members.	*

47	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Our order process for Sourcewell members requesting IBS services is as follows: Step One – Discover the need with fleet operations and management on outsourcing parts and service needs this will require analysis of current staffing, inventory, hours of operation, fleet needs, software adoption, billing processes, paperwork flow, audit procedures, and approvals. Step Two – Introduce co-operative contract solution as a means to contract during the early phase of our analysis. If customer is not an Sourcewell member, we use this time to present the easy steps to become a member. If they already are an Sourcewell member, we present our contract opportunity with IBS along with documentation on the solicitation. At this point we have added a step in our process to verify documentation of Sourcewell membership with our Sourcewell contract manager. Step Three – Complete financial and staffing analysis to determine needs of customer. Step Four – Once customer has agreed to proceed to contract, our GPC legal and NAPA IBS representative present our Sourcewell IBS contract terms to the customer for their legal review. Step Five – Customer builds business exceptions as part of our master IBS Sourcewell contract. NAPA IBS will negotiate specific terms for the customer based on their hours of operation, staffing needs, inventory needs, etc. Step Six – NAPA IBS and Customer come to terms on Sourcewell contract. Step Seven – NAPA IBS will inform Sourcewell when a contract has been agreed to between NAPA and customer. NAPA sets the commencement date with customer and ensures all operational systems are in place during mobilization. For Sourcewell, this is the window where we turn flags on in our system to accurately report sales per our Sourcewell contract agreement. Step Eight – Contract tracking and reporting will be communicated to Sourcewell on a quarterly basis along with announcements of all new contracts. a) Yes – Our independent dealer network will be part of this proposal. Genuine Parts Company controls the process much like was outlined above for our independent dealer network. The dealer is responsible during the analysis phase to provide staffing, inventory and operational documentation. The dealer must agree to all of the terms of the Sourcewell IBS contract as well as the customization for a Sourcewell contract holder in the final agreement. To ensure these steps are made and done in our dealer network, Genuine Parts Company has provided an assignment document as part of the Sourcewell contract that must be signed by the customer, Genuine Parts Company, Sourcewell (if required), and the independent dealer as part of the contract process. The dealer is required to abide by the terms of the contract or will need to assign the business back to Genuine Parts Company. In order to maintain consistency and accuracy in reporting and contract fee payments, our NAPA headquarters team tracks and consolidates all company- and independently owned Sourcewell contract sales and reports them to Sourcewell directly.	*
48	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Our NAPA IBS operations typically do not accept p-cards for payment on our monthly parts statement or monthly operations charges statement. We do make exceptions where customers are required to pay us via p-cards. However, since our NAPA IBS operations bill customers for all operating costs incurred in our services, we will be required to bill back any p-card service charges incurred by our IBS store operations on the monthly operating statement bill. For this reason, most NAPA IBS customers do not use their p-cards for our monthly billing – as we would bill them back any service charges.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
49	Describe your pricing model (e.g., line-item discounts, product-category discounts or cost plus). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items and services that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Cost Methodology Reasoning & Explanation: NAPA IBS has 26 years of best practice contract and pricing experience providing customized VMI solutions for government fleets. Our existing 50+ Sourcewell vendor managed inventory contracts and hundreds of government contracts are already on one of the pricing options listed below and their guidance has given us tremendous insights on how government agencies wish to have pricing outlined in these agreements. Our customers have made it very clear: Our government agencies want options when it comes to how goods and services are priced in VMI contracts. We have worked with hundreds of government finance, purchasing and operations teams to build three best practice pricing options that are universally used in fleet VMI parts and service contracts: NAPA IBS Option 1: No Markup Goods Pricing / Management Fee NAPA IBS Option 2a: Not-to-Exceed 10% Margin Model NAPA IBS Option 2b: Not-to-Exceed Pricing Profile 9074 / 25% Margin Model Currently NAPA contracts with hundreds of government agencies on this program. Currently we have 33% that use the option 1 price option, 55% using the Option 2a and 12% using Option 2b. In our agreement/contracts with our government agencies, the customer is allowed to select the pricing option that best fits their finance and business rules. All three pricing options are outlined below and are also supported with an explanation grid in our attached documents in this section. In each of these options there are two basic pricing components: 1. Pricing of Goods 2. Pricing of Monthly Operating Costs The mix of these two components deliver transparent billing for total cost of contract and also deliver the contractual ROI for NAPA making it a win-win public/private contract relationship. Our government customers feel these options provide the perfect balance of transparent costs of goods/services. Pricing Options: Each Sourcewell member contracting with NAPA IBS will have the choice of which of the following two model options suits their operation best. Both are negotiable within the framework of the model, include not-to-exceed pricing structures, and are proven concepts in use by government IBS customers today. Pricing Option 1) No Markup Goods Pricing / Management Fee Cost of Goods: All goods are sold to customer with no markup. Cost is determined by current product acquisition cost on sourced, non-NAPA branded goods. If the customer elects to use NAPA branded goods, they will be priced at the current NAPA jobber acquisition cost. Example: NAPA procures a Ford OE part at $100. NAPA IBS sells that part to Sourcewell customer for $100 with no markup. Operating Expenses: The monthly operating expenses of the store, or cost of services, are billed separately to the customer at actual cost. No operating expenses are built into the price of goods. Operating costs are determined and outlined in contract – agreed to by the Sourcewell

customer.

NAPA Management Fee:
A monthly management fee is also billed to the customer at a not to exceed 10% of their total cost of goods purchases for that month. This allows NAPA to realize contractual ROI.

Options:
For customers who prefer, we can combine the operating costs and ROI management fee into one fee and calculate a balanced budget monthly total fee. Some customers have even asked us to combine the operating costs and management fee into an hourly total fee that can be billed across actual hours of service for our on-site operation. Each customer operates differently, has different hours of operation and different staffing level needs. We have flexibility within this option to fit the needs of the customer.

Customer Benefits:
No markups are shown on goods purchases, creating a less impactful goods line item on budgets. Separate billing for true monthly operating costs and easy to calculate NAPA management fee (See option 1 sample operating cost model in attachment within this section)

Pricing Option 2) Not-to-Exceed 10% Margin on Goods/Monthly Operating Costs

Customers have two options in this model: a consistent not to exceed 10% percent margin on goods or a pricing profile option as described below. *

Pricing Option 2a) Not-to-Exceed 10% Margin Model

Cost of Goods:
All goods are sold to customer at cost plus designated gross margin not to exceed 10% gross margin, defined as cost of good divided by .90 = selling price of good. This is a not-to exceed pricing structure.

Example: NAPA procures a Ford OE part at $100. NAPA IBS sells that part to Sourcewell customer at $100 divided by 0.90 = $111. This is the formula to sell the product to the Sourcewell customer at 10% margin.

Operating Costs:
The operating expenses of the store, or cost of services, are billed to the agency separately to the customer at actual cost. Operating costs are determined and outlined in contract – agreed to by the Sourcewell customer.

NAPA ROI:
NAPA's ROI is built into the price of the good to arrive at a final net margin of no greater than 10% of total customer purchases.

Customer Benefits:
All NAPA ROI is built into the price of the good for simplicity of billing. All monthly operating expenses are billed at cost and no separate management fee is billed (See option 2a sample operating cost model in attachment within this section).

Pricing Option 2b) Not-to-Exceed Pricing Profile 9074/25% Margin Model

Cost of Goods:
NAPA-branded goods are sold to customer on our NAPA Sourcewell Government Pricing Profile 9074. NAPA branded goods are sold to the customer at a higher margin on our not-to-exceed list less pricing outlined in detail in the attachment within this section. Non-NAPA (sourced) goods are sold to customer at a not-to-exceed 25% gross margin, defined as cost of goods divided by 0.75 = selling price. This is a not-to exceed pricing structure.

Example: NAPA procures a Ford OE part at $100. NAPA IBS sells that part to Sourcewell customer at $100 divided by 0.75 = $133. This is the formula to sell the product to the Sourcewell customer at 25% margin.

		Operating Costs: The operating expenses of the store, or cost of services, are paid entirely by NAPA and not charged to the customer as they are built into the price of the good. NAPA ROI: NAPA's ROI is contractually built into the price of the good to arrive at a final net margin of no greater than 10% of total customer purchases. Customer Benefits: All NAPA ROI and operating expenses are built into the price of the good for simplicity of billing. No separate management fee or operating expenses are billed. This is a popular option for customers that do not want a separate operating fee and wish to bill the cost of operating and NAPA's ROI out as part of the price of goods so they can share the expense across the departments proportionately by the departments that buy the most goods (See option 2b sample operating cost model in attachment within this section). Acquisition Cost Definitions Because all of our parts pricing is based directly on acquisition costs, the following is an explanation of how we arrive at our acquisition costs: 1. For Non-NAPA, or sourced, goods – i.e. OE parts, tires, bulk fluids, proprietary parts, outside services, etc. – the pricing passed on to our customer is our current acquisition cost plus whatever our contracted margin is for that good. We provide transparent documentation of all supplier invoices, so the customer knows exactly what they are paying for each part. 2. For NAPA branded products that we source internally, customer pricing is based on our current NAPA jobber acquisition cost plus whatever our contracted margin is for that good. This can be a significant savings for our customers if they choose for us to provide our own NAPA-branded goods. In our attached documents, we have provided a sample agreement and sample monthly operating expense examples that demonstrate each pricing model proposed. Our customers appreciate the transparency in our operating cost models when they are not surprised with unknown mobilization costs, startup costs or incremental costs throughout the term of a contract. As a publicly traded company, our transparent operating statements are held to a high standard. When we engage with customers on contract options, customers are allowed to add specific terms and conditions to customize their contract and select the pricing option and business model that best fits their operation.
50	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAPA IBS is a VMI service program so the products we issue are a function of the services we provide. One of the top priorities of the program and most impactful services we conduct is to facilitate and negotiate ways to reduce the acquisition cost of our products, which in turn represents the discount our customers receive. Competitors who offer specific discounts often do so with no mention of the original cost of the part, resulting in higher prices that appear to be a good deal. Because parts in the IBS model are priced based on acquisition cost, all discounts we negotiate with our vendors are automatically passed on to our customers and we don't have to incur markups on products that are sourced internally. Here is how we arrive at our acquisition costs: 1. For Non-NAPA, or sourced, products (non-NAPA branded goods – i.e. OE parts, tires, bulk fluids, proprietary parts, outside services, etc., the pricing passed on to our customer is our current acquisition cost plus whatever our contracted margin is for that good. We provide transparent documentation of all supplier invoices, so the customer knows exactly what they are paying for each part. NAPA IBS currently works with thousands of national brands and holds a national database of pricing for our customers as a comparison of the pricing offered by local, regional and national vendors to their project.

2. For NAPA branded products that we source internally, customer pricing is based on our current NAPA jobber acquisition cost plus whatever our contracted margin is for that good. This can be a significant savings for our customers if they choose for us to provide our own NAPA-branded goods.

The way we arrive at discount rates differs depending on the pricing model a customer selects. The following is a general breakdown of the estimated discounts received in each model:

Pricing Option 1: No Markup Goods Pricing/Management Fee
- Non-NAPA Branded Goods – NAPA IBS sources non-NAPA branded goods from thousands of local, regional and national suppliers. Depending on the products our customers ask us to source, we have seen realized discounts of up to 40% off certain published List pricing, where published List pricing is available.
- NAPA Branded Goods – NAPA-branded products have varying discounts off of list price in this option. Customers that elect to use NAPA products in their contracts may realize discounts of up to 84% off certain NAPA List pricing.
  - Note: This model realizes no gross margin at the point of sale and a management fee is collected in order to obtain part margin and the operational cost reimbursement

Pricing Option 2a: Not-to-Exceed 10% Margin Model
- Non-NAPA Branded Goods – NAPA IBS sources non-NAPA branded goods from thousands of local, regional and national suppliers. Depending on the products our customers ask us to source, we have seen realized discounts of up to 30% off certain published List pricing, where published List pricing is available.
- NAPA Branded Goods – NAPA-branded products have varying discounts off of list price in this option. Customers that elect to use NAPA products in their contracts may realize discounts of up to 82% off certain NAPA List pricing.
  - Note: This model realizes 10% gross margin at the point of sale and a management fee is applied to obtain the operational cost reimbursement

Pricing Option 2b: Not-to-Exceed Pricing Profile 9074/25% Margin Model
- Non-NAPA Branded Goods – NAPA IBS sources non-NAPA branded goods from thousands of local, regional and national suppliers. Depending on the products our customers ask us to source, we have seen realized discounts of up to 15% off certain published List pricing, where published List pricing is available.
- NAPA Branded Goods – NAPA-branded products have varying discounts off of list price in this option. Customers that elect to use NAPA products in their contracts may realize discounts of up to 70% off certain NAPA List pricing.
  - Note: This model realizes approximately 25% gross margin, based on product mix, at the point of sale and a no management fee is collected in order to obtain part margin and the operational cost reimbursement

Each pricing option, regardless of the gross margin realized at the point of sale, results in very similar net results for the Sourcewell member and NAPA IBS. These options are provided to showcase NAPA's flexibility to work with a Sourcewell member inside of their control environment. The NAPA IBS program affords all Sourcewell members the opportunity to take advantage of NAPA's local, regional, national and global purchasing power. This includes negotiated discounts on certain goods. From time to time at a supplier's sole discretion additional discounts may also be offered outside of the typical discount off List price as well. NAPA IBS delivers all available discounts to Sourcewell members at the point of sale. It is important to note that discounts and the listed percentages are subject to change and or vary due to local regulations, supplier program changes and other events.

*

51	Describe any quantity or volume discounts or rebate programs that you offer.	Based on our cost-based model, we do not provide rebates as part of a volume program with our IBS customers. We are an aggressive advocate for cost reduction on parts for our vendor managed customers. Any negotiated discounts are included at the invoice level and realized at the point of sale. Parts are sold to our customers based on acquisition cost and the pricing model selected at contract. The true cost savings for the customer is encumbered in the total solution of NAPA IBS – cost savings come from buying parts and supplies at the "after discount" price net acquisition cost on parts, inventory reduction and/or acquisition, transaction cost reductions, and shop productivity.	*
52	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	The NAPA IBS program offers a brand-agnostic approach to stocking parts rooms that gives each customer the choice of what combination of OE and aftermarket brands and product lines they want us to stock. Aftermarket parts have become a crucial savings vehicle for many Sourcewell members so our Sourcewell customers benefit because we are a direct supplier of these items that comprise a significant portion of their spend. For products that are outside of our supply chain or that are simply preferred by fleet or facilities management, we have a large automotive and non-fleet vendor network that we can turn to. We regularly source PPE products, outside repair work and other non-traditional inventory requests for Sourcewell customers across the US and Canada and we don't add any additional markups for doing so. The pricing model that we have in place applies to any part we stock regardless of the source. With NAPA IBS, the goal is to build an inventory that fits the customer, not one based on our preferences or agenda. Furthermore, we provide transparent invoices from all suppliers so our customer can see acquisition costs and make smart purchasing decisions. Due to our affiliation with NAPA, we do have the important ability to source a vast selection of parts from our internal supply chain, saving the customer significant dollars when they choose to go that direction. We work with 1,300+ outside vendors to source parts for our Sourcewell customers today, but the cost savings offered by supplying NAPA parts makes NAPA the number one stocked brand across our IBS parts rooms. Stocking NAPA parts offers a dramatically reduced acquisition cost versus what our competitors pay for the same parts. Vendors without this internal supply chain pay and pass on to the customer multiple markups on aftermarket parts. Finally, our national footprint creates buying power with our suppliers that reduces overall acquisition costs, and therefore final pricing, but it also guarantees one more thing: The potential loss of a large customer in the IBS world would not have an impact on our ability to achieve the best pricing and service from our suppliers, adding stability to our service that not all competitors who rely on just a few large accounts can provide.	*
53	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The only additions to total cost outside of our acquisition costs may be special request projects like IT projects, special freight requests, customer equipment purchases, third-party involvement agreed to by the customer, or overtime charges that come up as part of our agreement. Those expenses are 100% verified and agreed to by a customer before they are ever billed or charged as part of our services. We have seen several cases where competitors charge additional fees that raise the overall cost of services, but we do not charge any of the following through the NAPA IBS program: • Standard mobilization or installation costs • Internal freight • Technology integration costs on solutions we already provide • Markups on operating expenses We provide transparent and accurate costs of our program up front and throughout our contracts. Our pricing model stays consistent throughout the contract and can be easily amended for the changing needs and scope changes from any Sourcewell members.	*

54	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	As part of our IBS services, the only freight or shipping costs come in the form of special order parts and supplies as requested by the customer. For example, if we have a specific application part that is an emergency and the only supply for that particular part is from a vendor in another state we provide the customer with a freight approval for and will only ship upon approval from authorized Sourcewell IBS customer approver. Freight and shipping on special order items is billed to customer on the itemized operating statement on a monthly basis and is billed at cost with no markup. In addition, freight for these special order items is included on our invoice along with the part for auditing and tracking. NAPA branded parts are primarily supplied from our closest NAPA Distribution Center at no freight charge to the customer. Our NAPA Distribution Centers are available for parts supply 7 days per week for our On-site NAPA IBS stores. Nightly freight deliveries to IBS locations are available on Monday-Friday with special pickups and deliveries on weekend. We also handle a huge array of local, regional and national non-NAPA vendors. Our goal is to have a vast majority of stock on hand to avoid freight charges. We work with all vendors to deliver us parts at cost – with no separate delivery charges.	*
55	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have no requirements or restrictions for Alaska, Hawaii or Canada within the services in our RFP response. NAPA IBS has brick and mortar warehouse locations and employees in Anchorage, Honolulu and throughout Canada, as well as multiple company and independent NAPA dealers in multiple markets in both states that can and currently do provide services outlined in this RFP. NAPA also has export distribution centers on the West Coast (Sacramento) and East Coast (Miami) that already have international channels of distribution in place that can expand our services proposed in this agreement to the Caribbean, Central America, South America, and the South Pacific (including Guam). Since we have brick and mortar store and warehouse operations in Alaska, Hawaii and Canada, they will have the exact same benefits as all other 48 states. Since they are part of the Genuine Parts Company family and NAPA network – NAPA branded products are delivered at the same cost as the mainland US. Freight and shipping for special order parts and parts not available through local and regional vendors would be vetted the same as in the 48 mainland states. Freight charges would be on an approval basis from customer on special order and national vendors. Genuine Parts Company owns our own private feet company in Rayloc Merchandise Distribution Services (RMDS). RMDS provides transportation solutions for all of GPC's U.S. based companies. RMDS is often called upon to deliver weather related emergency relief supplies and provide solutions for any other special projects the GPC family orchestrates. RMDS is headquartered in Atlanta, GA and has cross-dock facilities in Atlanta, GA, Cedar Rapids, IA, Charlotte, NC, Hagerstown, MD, Indianapolis, IN and Memphis, TN. RMDS logistical services are available to Sourcewell Members and upon request we can get our logistics professionals to review opportunities and work towards value add solutions. Because we have our own distribution network, we are able to significantly lower the cost of freight for our Sourcewell member customers.	*
56	Describe any unique distribution and/or delivery methods or options offered in your proposal.	NAPA IBS has several unique offerings within our contracts that provide solutions to our customers, including: Brick-&-Mortar Infrastructure – We have an unparalleled existing infrastructure of distribution and current VMI solutions across the US and Canada. With more than 6,000 retail stores, 52 major distribution centers, 55,000 employees and 400+ current IBS VMI operations active today, our ability to provide these services quickly, effectively and on budget is unmatched. Product Diversity – our distribution network includes the largest and most diverse product catalog of any service provider in the VMI world, including:	

- 465,000 SKUs of NAPA branded parts
- 4 Million SKUs of MRO, Industrial, Office and other products through Motion Industries
- Millions more through our network of 1,300+ external supplier partners

Off-site inventory services – Sometimes space, location or labor issues may require us to provide an off-site dedicated warehousing or parts supply operation for our customers. We have multiple examples where customers have asked us for an off-site solution. In these cases, we are able to manage inventories remotely through our IBS HUB consignment program. Having consignment or off-site inventory loaded into our technology allows us to monitor what has been used, what needs replenishment and what to bill the customer for. Periodic manual counts will be conducted by NAPA IBS personnel to reconcile all unmanned satellite locations and consignment inventories. This offsite inventory management also applies to customer mobile units and service vehicles that carry emergency inventory that is not held at a specific brick-and-mortar location.

Hub and spoke services – In some cases we have customers that have multiple sites but do not require staffing at all locations. In these cases, we can model a hub and spoke inventory management system using people, technology, bar coding and standard operating procedures to accomplish the parts management goals of our customers. The unique nature of NAPA's brick and mortar operations – 52 master distribution centers and 6,000 retail outlets – gives us a unique footprint on the ability to source both NAPA and non-NAPA parts and supplies for our fleet customers…as well as deliver those products in an expedited manner leveraging our dedicated brick and mortar assets and logistics. This allows us to keep staffing costs in check and provide manned and unmanned services to fleets that are mobile or geographically broad in nature. The fact that we have so many brick and mortar sites and daily delivery to these sites…along with 400+ dedicated vendor managed inventory sites (NAPA IBS) allows us to give our government/education customers unparalleled service and availability. *

Virtual Inventory Exchange Warehouse (VIEW) – IBS VIEW is a module within the IBS HUB system that facilitates the exchange of inventory between IBS sites, whether within the same organization or outside of it. This reduces obsolescence, shares outside pricing levels that can help us negotiate better deals and helps find hard-to-source parts. It also integrates with UPS labeling and shipping modules to make a one-stop-shop for moving parts.

Electronic vending machine/RFID solutions: We work with multiple suppliers of vending technology – including vending machines and RFID solutions to address specific non-manned solutions. In these cases, we build the standard operating procedures and cost/benefit analysis for customers to use this technology to decide if it is the proper fit.

MRO warehouse supply management – In addition to fleet supplies, many of our municipal customers ask us to use the same technology, staffing, and inventory tools we do in fleet-related operations. We have the capabilities and vendor relationships to add this as an added value service to our IBS operations. We currently hold Sourcewell contract #121218 for MRO inventory management.

Technology Solutions – With our dedicated IBS headquarters team we also have the ability to partner with the billing, finance, and management of fleet and government/education fleet operations to work on custom integration solutions for their fleet or enterprise procurement platforms – all meant to drive transactional efficiency and cost reduction in the day to day process of ordering parts and supplies.

Custom technician training solutions – We are dedicated to helping productivity in the shop through shop training – paced at the speed of the shop. Whether it is on-line, on-site or classroom study, NAPA IBS has tools to keep the government/education fleet technicians and fleet managers on the cutting edge. www.NAPATraining.com

		Warranty Tracking – Our IBS HUB system identifies, tracks and facilitates warranty, core and return processes to make them as automated and easy for the customer as possible. Over time, we can identify common product issues and work with suppliers to resolve them without the customer having to do any work. Financial Investments – As a Fortune 200 organization, our parent company Genuine Parts Company has the unique ability to make financial investments in Sourcewell members to make sure they have the parts they need on the shelves. Other providers shy away from investing in proper inventory levels, resulting in longer wait times, expedited freight costs and low fill rates.	

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
57	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.		

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
58	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	NAPA IBS employs an in-depth, multitiered audit system that extends from self-audits to third-party corporate governance. Self-audit process/program: NAPA IBS manages a similar process with audits on all 400+ IBS contracts nationally. Corporate auditing and governance: As a publicly traded company, Genuine Parts Company is guided by Sarbanes-Oxley corporate governance and auditors as part of our public responsibility. Our business units in all company operations – including IBS - are audited on a regular basis. IBS Corporate Auditing: Genuine Parts Company supplies each of our IBS locations with 3rd party inventory auditing through 3rd party contract inventory teams – per Sarbanes Oxley regulations. Each Sourcewell/NAPA IBS customer agreement will include monthly monitored electronic tracking of all customer purchases handled through our NAPA Headquarters in Atlanta, GA. The contracts will be subject to a quarterly compliance business review with involvement from the contract owner (GPC or independent dealer) and the customer and will be signed off and logged at NAPA Headquarters) for compliance. NAPA Internal Audits: NAPA internal audits occur at a minimum twice a year before and after our interim write off period. Stores scoring less than 85% will get re-audited to ensure the non-compliance items are corrected. GPC Internal Audit and NAPA team members use the national “APG Store Loss Prevention Review” guidelines to randomly select and audit stores and to discuss results in detail with management and senior leadership. Due to the random nature of these audits we are unable identify the frequency. The regular NAPA audit is used to ensure a location is ready for GPC internal Audit. NAPA external audit is conducted by EY and assisted by Moore Colson. These audits require quarterly, interim and annual support and are reviewed by GPC Sr. Leadership and used to sign off on the company financials and 10K documentation. Parts Pricing and Operations Statements Compliance: Our HQ’s IBS operations department listed in this response produces and reviews month end contract compliance reporting to ensure each customer’s prices match their specific agreements and with any deviation reported to the operations for corrections. This team performs quarterly	*

		pricing reviews along with our local operations to ensure our customers receive contract pricing per our agreed Sourcewell contract. Our on-site point of sale system will be the system of record for all transactions – and we have dozens of daily, weekly and monthly reporting available to any IBS customer for contract compliance. In many of our IBS sites, we are very familiar with contract compliance and audit measures, so our team is seasoned to report and audit our operations. This transparency is reflected in our IBS Sourcewell contract agreement attached. As a rule, in many of our IBS contracts, we provide a specific market basket of products to our customer with specific margins and costs to ensure compliance – typically on a quarterly basis. Our customers may pick the parts from parts acquired in the contract and may ask us to do an analysis on our contract price vs. the price charged. We then produce specific reports and billing showing specific contract price to ensure compliance. The audit needs of our Sourcewell contract customers may differ so we write the information requirements specifically in our contract language. NAPA IBS lives in a transparent government and education fleet environment every day and takes price compliance very seriously. One additional note: All IBS customer purchases are stored and protected in our GPC secured network daily. Purchases are held in two separate secure corporate servers/data warehouses and preserved for the term of the contract for internal and external audit purposes. Sourcewell Marketing Requirements: In regard to marketing and advertising requirements, our VP of IBS will assign the designated IBS Marketing Coordinator to ensure the IBS website has the most current Sourcewell marketing materials posted and maintained monthly. Reporting Compliance: Our IBS Operations Department will be notified of all new members and will ensure that the locations purchases are properly tracked to insure accurate quarterly reporting to the designated Sourcewell representative. Under our current contract, we have customized reporting on our Sourcewell contract for the co-op. We can deliver SKU-level data and overall program progress to Sourcewell on quarterly basis.	
59	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	NAPA IBS proposes a 1% fixed percentage fee paid to Sourcewell based on monthly total net sales of the IBS to the Sourcewell contract customer – on all IBS contracts using the Sourcewell contract as vehicle. This fee would be payable to Sourcewell on a quarterly basis directly from NAPA headquarters – regardless if the Sourcewell IBS contract was through a company or independent location. NAPA HQ will handle the sales tracking, reporting, audits, and fee disbursement. The 1% fee will be paid by NAPA Headquarters directly to Sourcewell – none of these fees will have an economic impact on the actual end user IBS Sourcewell customer. These payments to Sourcewell will not reflect in the price of the parts or services paid by the IBS contract customer.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
60	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAPA Integrated Business Solutions (IBS) is a customized on-site (or off-site) vendor managed parts and supplies inventory management program offered by NAPA Auto Parts under the trademark name Integrated Business Solutions. Genuine Parts Company/NAPA has engaged in this specific service offering for more than 26 years. In the simplest form NAPA IBS is a service for fleet customers in any government segment (State, DOT, City, County, Utility, etc.) or education segment (Higher Education and K-12) where the customer has a need to more effectively manage the parts, supplies and materials it takes to maintain their fleet vehicles. NAPA's on-site store program provides the following benefits: • On-site, vendor managed, inventory consisting of commonly used items. These	

items are purchased and held at NAPA's expense and are charged to the customer only when used for a given maintenance or repair.
- Dedicated staff providing on-site parts related services.
- Procuring, stocking, and issuing of automotive parts including both NAPA branded and non-branded items.
- Work order system integration to ensure parts and equipment are timely and accurately charged to vehicle maintenance and cost records.

These services greatly reduce the involvement of agency personnel in the acquisition and administration of parts enabling improved departmental focus on core functions and responsibilities.

Today, NAPA IBS operates over 400 on-site locations for multiple government and private fleet and warehousing operations in the US and over 20 sites in Canada.

Each IBS contract is unique because each fleet we service has different hours of operation, different vehicles, varying ages of vehicles, and unique staffing situations… no two fleets are the same. Each IBS location is customized for the government/education customers business. We start with a fresh scope of work and use industry best practices as benchmarks, then build a customized service and store structure around the government agency's needs (people, vendors, services, hours, space, and inventory).

NAPA IBS works with government administrations, procurement and fleet operations to develop a custom contract and scope of work. Once contract terms are agreed to, we mobilize staffing, inventory, standard operating procedures, billing processes and regular contract compliance reporting. When onsite, NAPA IBS manages any product our customers need us to handle (NAPA and Non-NAPA Automotive/Truck/GSE Parts, OE parts, office supplies, safety material, tires, bulk fluids, and more).

Under the Sourcewell agreement, the NAPA IBS store will be physically located within the customer's fleet shop or facility. NAPA will staff the location with full-time employees dedicated to that customer. NAPA will work with the customer's personnel to identify existing inventory with low utilization and will provide management with recommendations for disposition. NAPA will then procure commonly used items and supplies used by the agency, at its own cost, to stock the On-Site Store. NAPA's assigned resource will be responsible to procure all automotive and heavy truck related items, whether or not these are available through NAPA or through any other source. All items, whether issued through the On-Site Store, or procured by NAPA on the agency's behalf will be entered into the agency's work order management system.

Our current Sourcewell customers have experienced immediate benefits leveraging a cooperative contract to employ our onsite location service. Some key benefits include:

- Contracting Speed and Simplicity – Every government entity wants to be able to build contracts and solutions that meet their specific needs and working through Sourcewell and NAPA IBS they have been able to do that while avoiding a laborious and expensive RFP process. Especially in a year of pronounced operational difficulties and global crisis, solutions like this one have helped governments get the help they need more quickly and efficiently.

- Immediate Inventory Reduction – NAPA IBS owns the parts supply and inventory. In many cases, we buy the existing non-obsolete parts the customer stocked prior to IBS, relieving them of the inventory investment. Then we add additional inventory on NAPA's investment to support the fleet and improve fill rates. NAPA IBS stores sell our contract customers parts and supplies as they need them – on-demand… dramatically reducing the expensive world of owning and managing inventory. The customer only pays for the part when they use it.

- Staffing – NAPA IBS provides the staff to run the parts operation during the hours the customer needs us. This staff is 100% dedicated to their contract customer and will also be available to cover the parts operation after hours and in emergency situations if needed).

- Transaction Cost Reduction – NAPA IBS works with fleet departments and procurement departments to reduce the number of transactions by reducing paperwork and reducing the vast number of vendors usually servicing a fleet. We source from all vendors NAPA and non-NAPA and provide our customers with one bill at the end of the month. By consolidating the monthly parts bill into one statement, our customers experience a big transactional cost savings reduction by paying one bill versus hundreds.

- Technology Advances - NAPA IBS also works to reduce transactional time and cost by integrating our exclusive IBS HUB point of sale system with existing fleet and warehousing software systems. By integrating with a fleets existing software platform,

we help them leverage a major investment they have made in their fleet software and fully utilize the billing, reconciliation, work orders, and reporting available in their software. Most importantly, it ensures that all parts and supplies used in the shop get billed to a proper work order – allowing our customers the auditability of what they do in their fleet operations. NAPA seamlessly integrates with dozens of the most popular systems on the market (including Assetworks – Fleet Focus, FA, M5, Faster, RTA, Dossier, Chevin).

• Shop Productivity Improvement -- NAPA IBS on-site store handles the day-to-day productivity killers (parts management, paperwork, cores, defects, warranties, new part returns). A very important part of our service is providing regular reporting of on-demand fill rates. Between inventory management, customized min-max services and our nationwide vendor network, NAPA IBS builds a transparent, auditable inventory plan with our customers that builds in specific KPI's and benchmarks for on-time parts delivery to the technicians. Our goal with this is to eliminate the expensive downtime in a shop spent waiting for parts delivery in the traditional parts procurement system. Our goal is to help the government/educational customer by keeping technicians turning wrenches through having the proper inventory on hand and taking the ball on parts pickup and service to ensure the shop gets their parts on time – by dealing with hundreds of vendors.

Within the scope of these services, we are able to source, manage and provide a vast array of product categories from our internal and external supply chains to be a single-source supplier for Sourcewell customers. Some of the products we regularly supply include:

- OE & Aftermarket Automotive Parts
- Light, Medium & Heavy Duty Truck Parts
- Off-Road & Construction Equipment
- Marine Parts & Equipment
- Transit-Specific Parts
- Agriculture Parts
- Tires
- Fluids & Chemicals
- Shop Supplies
- MRO Products
- Chains
- Tools & Equipment
- Lifts & Jacks
- Vehicles
- Hydraulics
- Janitorial Supplies
- Office Products
- Paint
- and more…

We offer such a breadth of sourced and internal NAPA goods to provide our government customers a perfect mix of OE and aftermarket options. Our role is to provide fleets with options that allow them to select the products they want that meet their quality, warranty, price and availability criteria, regardless of brand. The choice is theirs.

While we work with more than 4,000 manufacturers and distributors, we have included a sample line card of the top sourced suppliers as well as NAPA-branded light, medium and heavy duty products in the supplemental uploads section.

61	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Potential list of subcategory services/solutions NAPA IBS can provide under the services outlined in this RFP: • Vendor managed fleet parts management services – aftermarket, OE parts, tires, related supplies, paint, tools and equipment • Vendor managed facilities Maintenance, Repair, and Operating (MRO) warehouse management services - including building materials, industrial materials, school supplies, office supplies • Repair and diagnostic tools and equipment for fleet operations • MRO replacement supplies for facilities, schools, non-profits, housing authorities, transit agencies • IT services for fleet and MRO facilities – including warehouse enterprise software integration, consulting, fleet software integration, data management • Parts and MRO supplies using vending machine solutions –based on customer need • Off-site inventory vendor managed services – manned and unmanned • Parts and warehouse staffing services • Inventory management analysis • Exclusive online parts ordering via NAPA ProLink, customized punchouts or software integrations • Fleet metrics reporting • Public Works/Water Management Supplies • Building & Construction Supplies & Materials • Supply Chain Services	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Fleet Related *	Facility Related *	Comments
62	Vendor Managed Inventory solutions	(•) Yes ( ) No	(•) Yes ( ) No	Other than what has been presented – we feel that the biggest added value we bring to this solicitation is our network of suppliers, customers, contracts and people. Today, we staff over 400 IBS fleet operations with well over 1,100 dedicated vendor managed on-site staff in our US operations. Our track record of driving cost out of fleet-related and warehousing operations stems through four main avenues: inventory management, staffing, transaction cost reduction and shop productivity. We are unique in that we have over 400 unique sites in the US where today NAPA IBS owns and maintains over $175 million in parts inventory for hundreds of thousands of fleet vehicles. NAPA IBS specializes in Vendor Managed Inventory services (VMI). Customized Inventory Management Services • Complete inventory analysis of parts, supplies, tires, chemicals, fluids and much more • Obsolete inventory reduction planning and dispersal services

				• State-of-the-art barcoding of all inventory regardless of vendor • Electronic min/max establishment and regular review to ensure specific fill rates Transaction Cost Reduction • NAPA IBS deals with hundreds of vendors and the customer only receives one monthly statement for parts • IBS can assist with reduction of paperwork through monthly invoice reconciliation services • The goal: Delivering streamlined paperwork and reduction of effort for accounting/billing Technician Training – NAPA IBS Exclusive • NAPA exclusive: Online technician skills assessment • NAPA Training exclusive: Over 200 online tech training modules • NAPA Training Exclusive: Over 50 on-site professional training instructor-led classes • ASE test preparation for shop technicians and shops striving for ASE Blue Seal Certification Fleet Software Integration – NAPA IBS Exclusive • Seamless integration of customer's fleet management system with our IBS HUB inventory management system • This is full-scale integration, not just a data dump • Our staff insures all requested and billed parts are on work orders • Full-time national IT support for IBS operations – including customized IT solutions Contract Compliance Reporting – NAPA US IBS Exclusive • Customer Summary Report – daily overview of parts operation efficiency. • Daily Status Report – work orders fulfilled, unfulfilled and pending. • Parts on Order/Unit Status Report – gives fleet manager view of all pending parts on order relative to specific pieces of equipment, including ETAs.	*

				• Daily Transaction Report – detailed data of each part requests including ordering technician, unit number, work order number, part description, quantity ordered/billed and more. • Vehicle Out of Service Report – shows number and percentage of fleet units current down waiting for parts. • Fill Rate Report – SKU-specific actual fill rates per contract KPIs. • Cost Comparison Detail Report – SKU-level daily report showing last paid cost versus previous cost. We are best-in-class on the training of our people and our customers and pride ourselves in transparency and driving results for fleet and maintenance repair operations.
63	Logistics Management Solutions	(•) Yes ( ) No	(•) Yes ( ) No	In addition to our core function of sourcing and managing Sourcewell customer inventory, we provide a long list of logistics services that make their overall fleet operations run more effectively. What this does is creates a menu of service options for each customer that allows them to customize exactly what we do for them so we know their needs are met. The following are several examples, but not an all-encompassing list, of store and warehouse logistics we manage in the IBS program: • IBS HUB – our proprietary inventory and order management system controls all aspects of analyzing inventory status, placing and tracking orders and deliveries, managing pricing and more so the parts operation is predictable for the customer and runs efficiently. • Barcoding – NAPA IBS barcodes and location codes every item in the parts room, whether NAPA product or sourced product, so we can tell the customer exactly what is on the shelf, where it is, and can get it to them quickly when needed. • Cores/Warranty/Returns Tracking – We track all core and warranty eligible items in IBS HUB as soon as they are issued to the customer. This way, when a

				product is returned to the parts room, we can identify what the appropriate way to process it is. We also handle all claims with the manufacturers/suppliers for the customer. • Delivery Tracking – IBS HUB provides reporting that shows all orders that have been placed, when they are scheduled to arrive, and what units and work orders are waiting on these parts. This helps the customer know when their units will be back in service and eliminates time spent trying to track down orders. • Off-Site Inventory Management – NAPA IBS can manage remote and/or consignment inventories. Unmanned location inventory is managed, replenished and billed through our IBS HUB system. The technology reduces the required headcount to run a customer's parts operation, saving them dollars. • JOEI/NAPA Express – These proprietary sourcing systems allow our IBS store personnel access to our nationwide distribution network to find the parts they need easily. We are also tied into our outside suppliers' inventories so NAPA and non-NAPA parts can be acquired in the best way possible every time. • Virtual Inventory Exchange Warehouse (VIEW) – IBS VIEW is a module within the IBS HUB system that facilitates the exchange of inventory between IBS sites, whether within the same organization or outside of it. This reduces obsolescence, shares outside pricing levels that can help us negotiate better deals and helps find hard-to-source parts. It also integrates with UPS labeling and shipping modules to make a one-stop-shop for moving parts. • Vending Solutions – when requested by a customer, we have the ability to implement vending machine solutions that give them access to parts after hours or at unstaffed locations. • JDE & MIO – NAPA	*

				IBS employs digital warehousing solutions, when beneficial to a fleet operation, through JD Edwards and Manhattan IO platforms. • Shuttle System – NAPA IBS uses innovative shuttle systems to streamline parts supply to our customers by utilizing routes that strategically connect our distribution centers, retail stores and IBS shops. • NAPA AutoCare Centers - NAPA Auto Parts partners with over 14,000 independent automotive repair shops to provide high quality automotive repair and maintenance parts to ASE service professionals. NAPA AutoCare is the largest network of independent mechanics in North America. So, if it is time for routine maintenance or if a Sourcewell member needs major repairs, there is a NAPA AutoCare ASE Certified mechanic nearby. NAPA is highly motivated in partnering Sourcewell members contracted with IBS with our independent network of repair facilities to increase their technician productivity and reduce asset downtime by contracting out certain jobs to local small business NAPA AutoCare facilities. Ensuring the same quality parts are being used on all Sourcewell members equipment and possibly reducing costs by reducing the need of overtime contract mechanics for automotive work.	

Table 15: Industry Specific Questions

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “NA” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	

64	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The following items are specific, trackable metrics that, if awarded this contract, we will use to measure our success in growing our Sourcewell footprint through the IBS program: 1. Contract Renewals: The ability to renew our existing 50+ Sourcewell IBS contracts through the term of the new contract means customers are happy with the program and partnership we have built and guarantees future revenue for NAPA and Sourcewell. 2. Existing IBS Contract Conversion: We make a concerted effort to promote the Sourcewell contract to our existing standalone customers as a way to continue their service with us without having to issue an RFP. Converting non-cooperative contracts to Sourcewell is a great way to grow our success. 3. New Sourcewell Contracts: Acquiring new government fleet customers through the implementation of the Sourcewell IBS contract is the most impactful way to grow NAPA's and Sourcewell's business simultaneously. 4. Customer Satisfaction Surveys: Every quarter, our local management teams meet with every IBS customer to discuss key wins, opportunities for improvement, and the state of the relationships. Following each of these reviews, the customer submits a satisfaction score that is tracked by NAPA Headquarters. The scores our Sourcewell customers give us are a strong indicator of our ability to deliver on the promise of what we offer.	*
65	Describe your strategy regarding the disposition of existing and remaining inventory at the start of and conclusion of a Participating Entity utilizing your services.	As part of taking over the stockroom NAPA IBS understands the desire of Sourcewell members for NAPA to purchase the existing inventory that is currently on hand at the Sourcewell members location. NAPA's financial requirements can allow, upon review and approval, for NAPA to purchase inventory from a Sourcewell member that is in new, sellable condition, fits the current fleet and has verified issuance history in the most recent 12-month period immediately before the purchase. In addition to the sales justification inventory purchase standard NAPA is also required to complete a full wall to wall inventory to validate the purchase. Another option, if preferred by the customer, is for NAPA to manage existing parts room inventory for Sourcewell members utilizing NAPA's inventory management systems and issuing the inventory at $0.00 to Sourcewell members until the inventory is depleted and replaced with NAPA owned and managed inventory. At the conclusion of a contract - defined as termination, expiration, or non-renewal of the contract -NAPA shall require the Sourcewell member to purchase all non-NAPA branded inventory owned by NAPA and located in the on-site store(s) at NAPA's most recent acquisition cost. Additionally, the Sourcewell member shall have the option to purchase all NAPA branded inventory, owned by NAPA and located in the on-site store(s) at NAPA's current jobber net acquisition cost. This will help any Sourcewell member in their transition period if they choose to separate from NAPA.	*
66	Describe how inventory owned by a Participating Entity is managed.	As mentioned in Question #65, NAPA has the ability to enter customer-owned inventory into our inventory management system and manage it for them. When requested by a technician, we can then issue the parts to them at a cost of $0.00. This allows the customer to still realize the benefits of our inventory management best practices, technology and reporting, without having to conduct a financial transaction on either end of the process. In this system, their inventory would gradually be depleted as requested and would generally be replenished as NAPA IBS-owned inventory after that. Customers often ask us to show them regular status updates on their inventory position and depletion and managing it this way allows us to easily provide them with that information. Certain items, however, such as rare-use parts, critical spares or customer rebuilds, may be replenished and billed to the customer upon receipt but still managed by NAPA in the same way as described above.	*
67	Describe your ability to integrate fleet software into your inventory management program.	NAPA IBS offers exclusive fleet software integration capabilities for on-site and off-site vendor managed services. We also offer more in-depth integration capabilities within our IBS operations where customers may wish to have their current fleet software system integrate with our NAPA IBS point of sale system. This allows electronic transfer of work order parts orders, consolidated billing, data transfer, reporting, and down vehicle reporting to be integrated within our electronic point of sale system, improving shop productivity and ensuring all parts get placed on work orders and are billed correctly. Some of these integrations also allow for invoice reconciliation to happen electronically, dramatically improving productivity time for fleet and accounting departments. NAPA IBS is the only vendor submitting a response to this RFP with the full capability to provide these types of integrations. Others claim to integrate technologies but only offer a mass data dump at the end of each day. What we offer Sourcewell members means real-time data and reporting available to them on demand, a true view of where their shop or facility stands at any moment, and a	

customizable experience for their users that ensures their operational needs are met.

Successful examples of NAPA IBS integrations to third-party fleet and facilities software systems include Assetworks FA and M5, Faster, RTA, Dossier, Chevin, and many more.

In Gwinnett County, Ga., an IBS customer for more than 10 years that adopted the Sourcewell IBS contract in 2020, their fleet management division utilizes AssetWorks software as the driver behind its entire fleet operation. NAPA worked with the County to build a custom integration between our IBS HUB system and their AssetWorks interface to create a more efficient way of doing this and the results were immediate. The County has reduced approximately eight to 10 man hours per day by reducing redundant parts keying and work order reconciliation, saving them valuable time and real dollars. Previously, a daily reconciliation report took four or more hours to compile and review, but today it has been automated and can be audited in under five minutes.

NAPA IBS also has the capability to provide digital cataloging through punchouts and EDI interfaces placed directly within a customer's enterprise procurement system. On our e-commerce website, www.NAPAIBIZ.com, we show companies that use large eProcurement programs how to register with NAPA to access our NAPA catalog. Platforms supported include Ariba, SAP, Oracle, Epicor, Ketera, Jaggaer, Proactis/Perfect Commerce, Coupa and more. We also offer digital warehousing solutions with JD Edwards and Manhattan products.

Developing and managing this important technology requires time, financial investment and considerable manpower, so NAPA has invested heavily in a dedicated IT team that can support our operations and our customers throughout the life of our contract:

Donna Wright Walsh	Director, IT & Integrations
Jim Welch	Sr. Business Analyst
Kevin Osborn	Sr. Analyst
Tom Simcox	Product Specialist
Rob Thierry	Product Specialist
Richard Gomez	Product Specialist
Nick Giometti	Developer
Demetrios Papacharalampos	Developer
Nandini Chavan	Developer
Nivedhetha Seshadri	Developer

This team is responsible for supporting our customers in the following areas and more:

- Leading and managing end-to-end integrations for NAPA IBS customers.
- Integrating eCommerce platforms such as Ariba, Coupa, Jaeggar, AConnex, WHI, etc.
- Implementing many eCommerce formats such as:
  - cXml
  - EDI ANS x.12
  - .csv
  - .pdf
  - email
- Implementing a multitude of eCommerce transactions such as:
  - Electronic Orders from customer to NAPA
  - Electronic Acknowledgements to Customers
  - Electronic Invoices to Customers
  - Electronic Payment/Remittance from customer to NAPA
- Integrating Fleet Management Software platforms with NAPA's IBS HUB for IBS customers.

In addition to direct integrations, we also offer unique specialized technology and internet tools that are built into the IBS system, including:

PULSE – Market Inventory Classification System – This tool is used by NAPA to list most vehicles in a fleet and find/stock all applicable replacement parts. This tool will aid NAPA in maintaining the right mix of inventory for our customers.

ProLink Connectivity – NAPA van provide any PC located in our customers facility access to NAPA ProLink. This is an internet-based tool to check inventory levels, costs, etc. on parts stocked in the Full-Service Shop and Self- Service Shop (www.napaprolink.com).

FleetCross – Medium/Heavy Duty OE/Aftermarket E- Catalogs – NAPA can provide our customers facility with access to FleetCross on the web (www.fleetcross.com). NAPA will utilize its contract with FleetCross to provide IBS stores customized parts and service referencing systems for many OE vehicles, equipment, and parts.

68	Describe your reporting and data analysis capabilities and the frequency with which it is provided.	NAPA IBS delivers on-demand, daily, weekly, monthly, quarterly and annual reporting across many metrics for our customers. With the vast amount of data we have nationwide, we also have the capability to deliver ad hoc category-specific reporting. With the diverse array of fleets we handle in our 400+ IBS sites, we have unparalleled access to specific data that can be used to improve cost and efficiency within a government agency. We accomplish this through our exclusive IBS HUB system, which networks all of our company-owned sites nationwide. IBS HUB also allows real-time KPI tracking on certain contract performance metrics with IBS fleet operations: parts fill rates, daily service metrics, inventory special order tracking, down vehicle reporting, inventory readiness, and parts cost comparison reporting. This is exclusive to NAPA IBS company operations and our customers have found it an invaluable technology tool for contract tracking, metric reporting and cost savings tracking. Independent IBS operations have access to a Microsoft Access based program that delivers similar fleet metrics. A sample of the IBS HUB reporting available is included in our supplemental document upload for Warranty & Performance Standards Table: Question #42. *
69	Describe any emergency response services and support included in your proposal.	In the event that a disaster or emergency strikes a Sourcewell customer location, our local management teams are prepared to meet the challenges associated with this type of situation and have lived through them with your members over the history of the IBS program. The following are a few examples of real emergency situations we have handled recently: Hurricane Laura – Louisiana • Category 4 storm in August 2020 that destroyed all local merchant channels, including area NAPA stores, across a large geography. • Large utility fleet and IBS customer designated as first responder and tasked with restoring the local electric utility infrastructure after the storm. • Parts/equipment support needed for thousands of dispatched employees. • NAPA provided personnel support within 24 hours, sourced from our surrounding distribution centers and stores that were still operational. • Within 48 hours, NAPA had implemented tractor trailers as mobile parts and supplies vehicles that provided on-site support throughout the impacted area. • NAPA remained involved on-site with our IBS customer to support their efforts until the restoration of the local infrastructure was completed. COVID-19 Pandemic – Atlanta, GA • Global pandemic arising in the US in Spring 2020 and continuing today. • Several IBS customers in the area are government fleets and Sourcewell users designated as first responders and needing emergency backup staffing and parts support while maintaining operational safety. • Fleet and safety/PPE products were sourced and available for use by all first responders and all on-site personnel safety measures were strictly followed. • K-12 school district customers were shut down completely, leaving staff at potential risk of unemployment. NAPA IBS redistributed their talent to working operations in our retail and IBS network and provided consulting for fleets on how to retain their staff in other functions. COVID-19 Pandemic – Ventura, CA • PPE supplies unavailable throughout the state during initial spread in March 2020. • NAPA IBS sourced supplies from outside sources for the City of Ventura, a Sourcewell member customer, including 110 gallons of hand sanitizer and disinfectant. • At the City, 95 percent of all parts requests are supplied within 24 hours of request, and 85 percent are issued on demand. In all emergency cases, it is our job to provide backup or increased staffing, after-hours support and on-demand distribution for governments across the US and Canada. Early on in the COVID-19 pandemic NAPA was identified as an essential business in support of first responders and emergency operations and it has been our brick-and-mortar distribution infrastructure that has allowed us to serve them as well as we have. When an emergency hits, we stock up on the products that we know our customers will need, whether tires, snow removal equipment, light bulbs, PPE supplies or anything else, so they won't run out when it matters most. Also, because of our national footprint and distribution foundation, we can promise that no individual emergency will take away our ability to support Sourcewell members. We always have the capability to source from somewhere else if any particular location is affected. * While we will always respect and defer to the customer's emergency policies, GPC has a detailed Emergency Plan in place that establishes procedures to mitigate the effects of a disaster in an effective and efficient manner. Our staff is fully trained and have experience serving our customers, managing media and training others in the

		following cases and more: • Flooding • Hurricanes • Fires • HAZMATs • Power Outages • Snow/Ice • Tornado • Pandemic Outbreak Upon opening a new IBS location, our management team will work with our customers to define the critical processes and the minimum staffing levels required to maintain the business operation for a period of weeks following a disaster situation. We will ensure our initiatives are in line with current customer procedures and that they will protect both our and the customer's employees and facilities. In the case of an after-hours emergency that requires additional parts service at an IBS location, we have flexible options for how to manage the situation to accommodate the customer's needs in the best way possible. Some options that we have found to be efficient and successful are below, but we will work with the customer to arrange a plan that fits their protocol and desires. • For large enough government operations, our IBS Site Managers, Area Managers and Project Managers will be available "on call" to assist on-site in an emergency situation where parts service is required. In this situation, all transactions would be approached as normal. • In some cases, we will arrange for a parts allotment to be available to customer staff outside of our parts room operating hours based on proven models in other IBS locations. The IBS Manager will then reconcile the inventory each morning. In any case, it is important to know that our team will be fully trained in our procedures and the customer's and that IBS will always be there to support their fleet in any situation. Additionally, all of our distribution centers and stores stock up on emergency equipment and supplies from NAPA, our other subsidiaries and outside vendors, during high risk periods to make sure we have the customer's needs covered. In addition to the physical needs of a shop during emergency situations, we also have data security practices in place to protect our information and our customers' in the case of instances where data could be affected. We have existing Sourcewell IBS customers who have gone through hurricanes, power outages and more and our data has always been secured and maintained through our backup servers located in Atlanta and Dallas.	
70	Describe any training, consultative, and administrative or technical support services that you offer related to your Vendor Managed Inventory or Logistics Management services.	We are dedicated to helping productivity in the shop through shop training, IT support and other consulting efforts. NAPA IBS has tools to keep the government/education fleet technicians and fleet managers on the cutting edge of operating their fleets. Technician Training - NAPA IBS Exclusive • NAPA exclusive: Online technician skills assessment • NAPA Training exclusive: Over 200 online tech training modules • NAPA Training Exclusive: Over 50 on-site professional training instructor-led classes • ASE test preparation for shop technicians and shops striving for ASE Blue Seal Certification Technology & Innovation Support • Dedicated NAPA IBS Integrations Team • Local Operational Success Managers • Shop technology consulting • Fast support on all technology issues Stockroom Optimization & Construction • Stockroom schematics and layout consulting • Shelving and storage provisions • Construction project facilitation • Location expansions and consolidations	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability - Question #9 - Genuine Parts Company 2019 Annual Report.pdf - Wednesday October 28, 2020 09:31:24
- Marketing Plan/Samples - Marketing Plan Questions #32 & #33 - IBS Website, Print Materials, Digital Promo Samples.pdf - Wednesday October 28, 2020 10:31:26
- WMBE/MBE/SBE or Related Certificates - Value-Added Attributes Questions #36 & #39- Training Course Lists, Corporate Sustainability.pdf - Wednesday October 28, 2020 11:19:58
- Warranty Information - Question #42 & #68 - IBS HUB Reporting.pdf - Wednesday October 28, 2020 10:55:25
- Pricing - Question #49 - Sourcewell Member Contract, Sample Operating Statements, 9074 Pricing Profile.pdf - Wednesday November 04, 2020 09:52:16
- Additional Document - Additional Upload - Questions #21, #26, & #60 - Reference Letters, Business Review Sample, Product Line Cards.pdf - Wednesday October 28, 2020 14:52:00

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://www.sam.gov/portal/3; or

    c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jett Kuntz, Vice President, NAPA Fleet & IBS, Genuine Parts Company / NAPA Integrated Business Solutions

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6_VMI_Logistics_MGMT_RFP_110520 Tue October 27 2020 03:58 PM	☑	1
Addendum 5_VMI_Logistics_MGMT_RFP_110520 Wed October 21 2020 02:03 PM	☑	1
Addendum 4_VMI_Logistics_MGMT_RFP_110520 Mon October 19 2020 01:11 PM	☑	2
Addendum 3_VMI_Logistics_MGMT_RFP_110520 Thu October 8 2020 01:01 PM	☑	1
Addendum 2_VMI_Logistics_MGMT_RFP_110520 Mon September 28 2020 03:21 PM	☑	2
Addendum 1_VMI_Logistics_MGMT_RFP_110520 Thu September 24 2020 10:16 AM	☑	3

ADDENDUM #1
INTEGRATED SUPPLY AGREEMENT BY AND BETWEEN GENUINE PARTS COMPANY AND CITY OF COCOA

THIS ADDENDUM TO INTEGRATED SUPPLY AGREEMENT (this "Agreement") is made by and between **GENUINE PARTS COMPANY**, a Georgia corporation (d/b/a NAPA Auto Parts) ("NAPA"), **SPACE COAST AUTO SUPPLY, INC.** ("Space Coast") and the **CITY OF COCOA**, a Florida municipal corporation, ("CUSTOMER"), to be effective as of the ___day of July, 2020 (the "Effective Date").

WITNESSETH

WHEREAS, the NAPA and CUSTOMER entered into that certain Integrated Supply Agreement, dated July 24, 2018 ("Agreement"); and

WHEREAS, NAPA assigned, transferred, set over and delivered to Space Coast all of its rights, obligations, and interest, including any options to renew or extend the contract term, pursuant to an Assignment dated July 24, 2018 by and between NAPA, CUSTOMER and Space Coast, which is attached as Exhibit A of the Agreement; and

WHEREAS, Section 3 of the Agreement allows the Parties to extend the term of the Agreement if the NJPA is renewed or extended; and

WHEREAS, the NJPA was extended until July 21, 2021 and the Parties likewise desire to extend the term of the Agreement until July 21, 2021; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

Section 1. Pursuant to Section 3 of the Agreement, the term of the Agreement is extended until July 21, 2021. As the Sourcewell (f/k/a NJPA) Contract is renewed or extended, this Agreement may be renewed or extended for a period of time equal to or shorter than the period of time the Sourcewell Contract is renewed or extended upon the mutual written agreement of the Parties. Further, as Sourcewell awards new successive agreements to NAPA following expiration of the Sourcewell Contract, any new contract number and/or new terms and conditions may be added with mutual agreement via a written amendment to this Agreement.

Section 2. All other terms and conditions set forth in the Agreement not modified by this Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

GENUINE PARTS COMPANY

By: _____
Name: Patrick Wolfe
Title: Division Vice President

CITY OF COCOA

By: _____
Name: Stockton Whitten
Title: City Manager

SPACE COAST AUTO SUPPLY, INC.

By: _____
Name: Dan Dvorak
Title: President

ADDENDUM #2 TO INTEGRATED SUPPLY AGREEMENT
BY AND BETWEEN
SPACE COAST AUTO SUPPLY, INC.
AND
CITY OF COCOA

THIS SECOND AMENDMENT TO INTEGRATED SUPPLY AGREEMENT (this "Amendment") is entered into this 24 day of February, 2021 by and between **SPACE COAST AUTO SUPPLY, INC.** d/b/a NAPA Auto Parts ("NAPA") and the **CITY OF COCOA**, a Florida municipal corporation ("CUSTOMER").

WHEREAS, pursuant to a competitive bidding and selection process by Sourcewell (f/k/a National Joint Powers Alliance) (hereinafter, "Sourcewell"), a Minnesota-based Service Cooperative created by Minnesota Legislative Statute 123A.21, Sourcewell and Genuine Parts Company, a Georgia corporation ("GPC"), executed contract #061015 on July 21, 2015, amended by that certain Amendment to Contract #061015-GPC dated November 20, 2019 (hereinafter, the "Original Sourcewell Contract"), to establish a source of supply for certain auto, truck and bus parts as well as to provide Integrated Business Solutions services; and

WHEREAS, by becoming a participating member of Sourcewell, Members and User Agencies were authorized to utilize the pricing and incentives available to Sourcewell Members set forth in the Original Sourcewell Contract; and

WHEREAS, CUSTOMER, as a User Agency under the Original Sourcewell Contract, previously executed that certain Integrated Supply Agreement effective July 24, 2018 by and between CUSTOMER and Genuine Parts Company, a Georgia corporation, amended by that certain Amendment to Integrated Supply Agreement attached and executed simultaneously with the Integrated Supply Agreement, assigned to NAPA (the "Agreement"), pursuant to which NAPA has provided integrated business solutions services to CUSTOMER; and

WHEREAS, on December 23, 2020, pursuant to a competitive bidding and selection process by Sourcewell, Sourcewell and GPC executed contract #110520-GPC, pursuant to which NAPA may continue to provide a source of supply for certain auto, truck and bus parts as well as to provide Integrated Business Solutions to User Agencies (the "New Sourcewell Contract"); and

WHEREAS, CUSTOMER remains a User Agency under the New Sourcewell Contract, and the parties agree that the New Sourcewell Contract is a vehicle by which CUSTOMER and NAPA may extend the term of the Agreement, and following NAPA and Sourcewell's execution of the New Sourcewell Contract, the parties hereto desire to so extend the term of the Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. **Defined Terms.** All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement or the New Sourcewell Contract.

2. **Term.** The parties hereby agree to extend the term of the Agreement until the first to occur of such date as the New Sourcewell Contract terminates or expires, or the earlier termination of the Agreement in accordance with the applicable terms and conditions of the Agreement. As the New Sourcewell Contract is renewed or extended, or upon the award of a successive contract from Sourcewell to NAPA for substantially the same products and services, the Agreement may be again renewed or extended for a period of time equal to or shorter than the period of time the New Sourcewell Contract is renewed or extended, or upon the award of a successive contract from Sourcewell to NAPA for substantially the same products and services, upon the mutual written agreement of the parties hereto. The Agreement shall terminate automatically upon the termination, for any reason, of the New Sourcewell Contract; provided that in the event Sourcewell awards to NAPA a successive contract for substantially the same products and services, this Agreement may be extended for the term of such successive Sourcewell contract. Notwithstanding the foregoing, either party may terminate the Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination.

3. **Conflict**. Except as hereby amended, the Agreement shall remain unchanged in full force and effect, and the Agreement remains enforceable against each of the parties and is hereby ratified and acknowledged by each of the parties. If there is any conflict between the terms and provisions of the Agreement and the terms and provisions of this Amendment, this Amendment shall control.

4. **Counterparts**. This Amendment may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

[Signatures Appear on Next Page]

[Signatures to Second Amendment to Integrated Supply Agreement]

IN WITNESS WHEREOF, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

NAPA:

SPACE COAST AUTO SUPPLY, INC.

Printed Name: Dan Dvorak

Title: President

Date: 2/24/2021

CUSTOMER:

CITY OF COCOA

Stockton Whitten, City Manager

Date: 2/23/2021

Legislation Details (With Text)

File #:	22-632	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	10/13/2022			**In control:**	City Council
On agenda:	10/25/2022			**Final action:**	
Title:	Travel Announcement for Mayor Blake to Attend the Florida League of Cities Legislative Conference from November 30, 2022 - December 2, 2022. (City Clerk)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 13, 2022
Agenda Date: October 25, 2022
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Announcement of Mayor Blake to Attend the Florida League of Cities Legislative Conference from November 30, 2022 - December 2, 2022.

BACKGROUND:

Mayor Blake will be attending the Florida League of Cities Legislative Conference from November 30, 2022 - December 2, 2022 at the Embassy Suites Orlando in Kissimmee. The total estimated cost for all expenses is around $850. Registration costs for the conference are budgeted under Council's Training account and all other expenses related to travel are budgeted under Council's Travel & Per Diem account.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested	$860 (Estimated)
Account Number	001-1000-511.40-00 Travel & Per Diem
	001-1000-511.55-00 Training

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A

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Legislation Details (With Text)

File #:	22-572	**Version:** 1	**Name:**		
Type:	Ordinance		**Status:**	Public Hearing	
File created:	9/19/2022		**In control:**	City Council	
On agenda:	10/25/2022		**Final action:**		
Title:	SECOND AND FINAL READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, REPEALING APPENDIX A, ZONING, ARTICLE XX OF THE ZONING ORDINANCE OF THE CITY OF COCOA; REPEALING THE SCHEDULE OF FEES, CHARGES AND EXPENSES TO BE PAID TO THE CITY UPON RECEIPT OF PLANNING AND ZONING RELATED APPLICATIONS CONTAINED THEREIN; PROVIDING FOR THE ADOPTION OF FUTURE PLANNING AND ZONING FEE SCHEDULES BY RESOLUTION.(Public Works Director/Interim Growth & Economic Development Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 13-2022 - Repealing Article XX Planning Fees.pdf Current Fee Schedule Updated with ordinance references.pdf proposed Fee Schedule Updated with ord ref.pdf 10-25 Legal Ads.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 19, 2022
Agenda Date: October 25, 2022
Prepared By: Bryant Smith III, P.E., CFM, Public Works and Interim Growth & Economic Development Director
Through: Stockton Whitten, City Manager
Requested Action:
SECOND AND FINAL READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, REPEALING APPENDIX A, ZONING, ARTICLE XX OF THE ZONING ORDINANCE OF THE CITY OF COCOA; REPEALING THE SCHEDULE OF FEES, CHARGES AND EXPENSES TO BE PAID TO THE CITY UPON RECEIPT OF PLANNING AND ZONING RELATED APPLICATIONS CONTAINED THEREIN; PROVIDING FOR THE ADOPTION OF FUTURE PLANNING AND ZONING FEE SCHEDULES BY RESOLUTION.

BACKGROUND:

The City is authorized by law to establish fee schedules for planning and zoning related applications. Appendix A, Zoning, Article XX of the Zoning Ordinance of the City of Cocoa currently provides for a schedule of fees to be paid to the City upon receipt of planning and zoning related applications, which has not been updated since 2003. During the 2023 Budget Hearings, City Council has expressed its support to update the fee schedule in order to assist the City in defraying a portion of

the costs and administrative expenses incurred by the City in the administration and enforcement of planning and zoning regulations.

This Ordinance repeals the existing schedule of fees codified in the City's Zoning Code and provides for future adoption of fees by resolution, which allows the City to amend fee schedules more efficiently and with less cost to the City. As part of the October 25, 2022 City Council agenda, the City Council shall adopt by resolution revised planning and zoning fees.

This is the second and final reading of the subject Ordinance.

STRATEGIC PLAN CONNECTION:

Enhance efforts to make the City of Cocoa a thriving and competitive economic driver along the Space Coast.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The City Council approved first reading of this ordinance at the September 27, 2022, City Council Meeting.

The Planning and Zoning Board recommended the requested action for approval to the City Council at the September 7, 2022, Planning and Zoning Board Meeting.

RECOMMENDED MOTION:

SECOND AND FINAL READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, REPEALING APPENDIX A, ZONING, ARTICLE XX OF THE ZONING ORDINANCE OF THE CITY OF COCOA; REPEALING THE SCHEDULE OF FEES, CHARGES AND EXPENSES TO BE PAID TO THE CITY UPON RECEIPT OF PLANNING AND ZONING RELATED APPLICATIONS CONTAINED THEREIN; PROVIDING FOR THE ADOPTION OF FUTURE PLANNING AND ZONING FEE SCHEDULES BY RESOLUTION.

ORDINANCE NO. 13-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, REPEALING APPENDIX A, ZONING, ARTICLE XX OF THE ZONING ORDINANCE OF THE CITY OF COCOA; REPEALING THE SCHEDULE OF FEES, CHARGES AND EXPENSES TO BE PAID TO THE CITY UPON RECEIPT OF PLANNING AND ZONING RELATED APPLICATIONS CONTAINED THEREIN; PROVIDING FOR THE ADOPTION OF FUTURE PLANNING AND ZONING FEE SCHEDULES BY RESOLUTION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, under its broad exercise of home rule powers established by section 2 (b), Art. VIII of the Florida Constitution, and Section 166.021, Florida Statutes, the City Council of the City of Cocoa, Florida, is authorized to establish fee schedules; and

WHEREAS, the City Council also has express statutory authority to establish appropriate user charges and fees which are necessary for the conduct of municipal government, See § 166.201, Fla. Stat.; and

WHEREAS, Appendix A, Zoning, Article XX of the Zoning Ordinance of the City of Cocoa provides for a fee schedule of fees to be paid to the City upon receipt of planning and zoning related applications; and

WHEREAS, it is necessary for the City Council to update the fee schedule in order to assist the City in defraying a portion of the costs and administrative expenses incurred by the City in the administration and enforcement of planning and zoning regulations; and

WHEREAS, the City Council hereby intends to repeal Appendix A, Zoning, Article XX of the Zoning Ordinance of the City of Cocoa and shall separately adopt by resolution future planning and zoning fees consistent with the manner and procedure used by the City Council to adopt numerous other types of fees and fee schedules for the City of Cocoa; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa and its citizens to adopt this Ordinance.

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

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

Section 2. **Authority.** This Ordinance is adopted in compliance with and pursuant to Section 2 (b), Art. VIII of the Florida Constitution, and Section 166.021, Florida Statutes.

Section 3. **Purpose and Intent.** It is hereby declared to be the purpose and intent of this Ordinance to repeal the existing Schedule of Fees, Charges, and Expenses related to planning and zoning applications and to provide that future adoption of and amendments to the planning and zoning fee schedule may be made by Resolution.

Section 4. **Repeal and Replace.** The City Council hereby repeals Appendix A, Zoning, Article XX. – Schedule of Fees, Charges, and Expenses in its entirety and replaces Section 1. – Schedule as follows:

ARTICLE XX. – SCHEDULE OF FEES, CHARGES AND EXPENSES

Sec. 1. – Schedule

The city council shall adopt by resolution a planning and zoning application fee schedule which itemizes all applicable fees and charges imposed to defray city costs and expenses related to implementing this ordinance.

Section 5. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 6. **Severability.** If any section, subsection, sentence, clause, phrase, word, or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled the _____ day of _____, 2022.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

First Reading: _____
Legal Advertisement _____
Second Reading: _____

CITY OF COCOA

Fee Schedule

Board of Adjustment	
Appeal of Administrative Decision	$250
Special Exception	$250
Variance	$175
Waiver	$175

Comprehensive Plan Amendment	
Small-scale	$500
Large-scale map and text Amendments	$1,000
Development of Regional Impact	$500 + fees and costs allowed by State law
Development Agreement	$500

Zoning Amendments	
Zoning Text Amendment	$500
Zoning Map Amendment (Rezoning)	$500

Planned Unit Development	
Preliminary	Preliminary subdivision plat fee
Final	Final subdivision plat + rezoning fees

Site Plan	
Minor Amendment for lot less than one (1) acre	$50
All others	$350 for first acre + $25 for each additional acre

Subdivision	
Preliminary	$200 + $5/lot
Final	$400 + $5/lot + City surveyor certification cost
Recording	Actual recording fees + $25

Miscellaneous	
Home Occupation	$25
Sidewalk Café	$25
Dog-Friendly Dining Area	$25
Zoning Confirmation Letter	$20
Tree removal	$15/tree or $200/acre
Telecommunications Towers and Antennae	$500
Vacation (right-of-way, easement)	$25
Flag Lots (administrative approval)	$50
Flag Lots (Planning & Zoning Board approval)	$150

Pursuant to City of Cocoa Code of Ordinances Article XXI.- Schedule of Fees, Charges and Expenses. ((Ord. No. 10-84, § 1, 4-10-84; Ord. No. 56-03, § 1, 11-11-03)

* The actual costs of legal advertising and public mail notice shall be in addition to the fees listed above. (Ord. No. 56-03, § 1, 11-11-03)

* All applicable fees, charges and expenses shall be paid in full to the City prior to any public notice, petition, appeal, hearing, meeting, permit issuance, or certificate of occupancy issuance. (Ord. No. 56-03, § 1, 11-11-03)

PROPOSED 2022 CITY OF COCOA

Fee Schedule

Board of Adjustment	
Appeal of Administrative Decision	$850 + Ad fees
Special Exception	$850 + Ad fees
Variance	$850 + Ad fees
Waiver	$850 + Ad fees

Comprehensive Plan Amendment	
Small-scale	$1550 + Ad fees
Large-scale map and text Amendments	$1250 + $850 + $6 per acre + Ad fees
Development of Regional Impact	$1500 + fees and costs allowed by State law + Ad fees
Development Agreement	$1250 + Ad fees

Zoning Amendments	
Zoning Text Amendment	$1250 + $6 per acre + $6 Per lot per du + Ad fees
Zoning Map Amendment (Rezoning)	$1250 +$6 per acre + $6 Per lot per du + Ad fees

Planned Unit Development	
Preliminary	Preliminary subdivision plat fee
Final	Final subdivision plat + rezoning fees

Site Plan	
Minor Amendment for lot less than one acre	$1500
Over one acre	$1500 + $50 for each additional acre

Subdivision	
Preliminary	$2000 + $25/lot
Final	$1500 + $25/lot + City surveyor certification cost
Recording	Actual recording fees + $50

Miscellaneous	
Home Occupation	$50
Sidewalk Café	$25
Dog-Friendly Dining Area	$25
Zoning Confirmation Letter	$50
Tree removal	$15/tree or $200/acre
Telecommunications Towers and Antennae	$1500 + Consultant fees
Vacation (right-of-way, easement)	$1500 + Surveyor and Advertising Fees
Flag Lots (administrative approval)	$500
Flag Lots (P & Z Board approval)	$1250

Revisions	
Minor Site Plans Revisions	$50
Large Scale Site Plans Revisions	$100
Preliminary Subdivisions Revisions	$100
Concurrent Review (Any 2 Development Orders within the same approval period)	$500
Planning Inspection Fees	$75
Landscaping Review Fees	$100
Specialist Third Party Reviews	As Needed

Pursuant to City of Cocoa Code of Ordinances Article XXI.- Schedule of Fees, Charges and Expenses. ((Ord. No. 10-84, § 1, 4-10-84; Ord. No. 56-03, § 1, 11-11-03)

* The actual costs of legal advertising and public mail notice shall be in addition to the fees listed above. (Ord. No. 56-03, § 1, 11-11-03)
* All applicable fees, charges and expenses shall be paid in full to the City prior to any public notice, petition, appeal, hearing, meeting, permit issuance, or certificate of occupancy issuance. (Ord. No. 56-03, § 1, 11-11-03)
* Reviews requiring technical assistance on certain projects, that may require extensive expertise in the subject matter, may be required by a specialist third party reviewer at the expense of the submitter.

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COCOA FL 32922
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Run Times: 1

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Text of Ad:

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CITY OF COCOA
NOTICE OF PUBLIC HEARING
THE COCOA CITY COUNCIL
PROPOSES TO CONSIDER
THE FOLLOWING:

1. **Ordinance 13-2022 Planning User Charges and Fee Ordinance**
SECOND READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, REPEALING APPENDIX A, ZONING, ARTICLE XX OF THE ZONING ORDINANCE OF THE CITY OF COCOA; REPEALING THE SCHEDULE OF FEES, CHARGES AND EXPENSES TO BE PAID TO THE CITY UPON RECEIPT OF PLANNING AND ZONING RELATED APPLICATIONS CONTAINED THEREIN; PROVIDING FOR THE ADOPTION OF FUTURE PLANNING AND ZONING FEE SCHEDULES BY RESOLUTION.

2. **Ordinance 06-2022 Large Scale Comprehensive Plan Text Amendment**
SECOND READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; CORRECTING A SCRIVENER'S ERROR IN FIGURE FLU-1 SET FORTH IN THE FUTURE LAND USE ELEMENT TO PROVIDE THE RU 2-10 ZONING DISTRICT IS ONLY AN ALLOWABLE ZONING DISTRICT IN THE LOW DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY; PROVIDING DATA AND ANALYSIS AND THE LEGAL BASIS SET FORTH IN THE RECITALS TO SUPPORT THE PROPOSED COMPREHENSIVE AMENDMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

3. **Ordinance 11-2022 Comprehensive Plan Future Land Use Map Amendment**
SECOND READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY 0.59 ACRES, MORE OR LESS, LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH INDIAN RIVER DRIVE AND DIXON BOULEVARD, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE DESIGNATION OF THE REAL PROPERTY FROM VERY LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL, PROVIDED THAT THE MAXIMUM DENSITY ALLOWABLE SHALL BE EIGHT (8) DWELLING UNITS PER ACRE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

4. **Ordinance 12-2022 Zoning Map Amendment**
SECOND READING: 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 PROPERTY, APPROXIMATELY 0.59 ACRES, MORE OR LESS, LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH INDIAN RIVER DRIVE AND DIXON BOULEVARD IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM RE (RESIDENTIAL ESTATE) TO RU-2-15 (MULTIPLE FAMILY DWELLING DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

CITY COUNCIL WILL CONSIDER ITEMS 1, 2, 3, AND 4 ON October 25, 2022 AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting: City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
These documents and information pertaining to the above may also be inspected at the Community Services Department, between 9:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.
Interested parties are invited to attend this public meeting in person. Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:
(1) https://tinyurl.com/s5e875r or
(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody

However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.
Interested parties may also submit their written comments or questions regarding the meeting prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda. Any electronic comments submitted will be made part of the meeting record. Written comments may also be mailed to City of Cocoa, Planning & Zoning Manager, 65 Stone Street, Cocoa, Florida 32922. Written comments or questions not relevant to the Council meeting agenda will not be made part of the meeting record but will be maintained as public record.
This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. 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 . 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.

The City Council reserves the right to continue or postpone hearings to a date certain without re-advertising.

Legislation Details (With Text)

File #:	22-576	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	9/19/2022			**In control:**	City Council
On agenda:	10/25/2022			**Final action:**	
Title:	Consideration of the Second and Final Reading of Ordinance 06-2022, a Comprehensive Plan Text Amendment consistent with Chapter 163, Florida Statutes, to correct a scrivener's error in the Future Land Use Element, Figure FLU-1, to provide that the RU-2-10 zoning district is an allowable zoning district only in the Low Density Residential Future Land Use Category. (Public Works Director/Interim Growth & Economic Development Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 06-2022_FLU Text Amendment - Low Density Residential RU-2-10..._ DEO Proposed Amendment Response Letter Amendment 22-01ESR 9-22-22.pdf Comp Plan Amendment - Substitute Consent Decree.pdf 10-25 Legal Ads.pdf Legal Ad Jul 6 2022 PZ - July 26 CC (1).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 19, 2022
Agenda Date: October 25, 2022
Prepared By: Bryant Smith III, P.E., CFM, Public Works and Interim Growth and Economic Development Director
Through: Stockton Whitten, City Manager
Requested Action:
Consideration of the Second and Final Reading of Ordinance 06-2022, a Comprehensive Plan Text Amendment consistent with Chapter 163, Florida Statutes, to correct a scrivener's error in the Future Land Use Element, Figure FLU-1, to provide that the RU-2-10 zoning district is an allowable zoning district only in the Low Density Residential Future Land Use Category.

BACKGROUND:

I. Project Information

It has recently come to the attention of the City Attorney's Office that Figure FLU-1 of the Future Land Use Element in the City of Cocoa's Comprehensive Plan contains a scrivener's error related to the RU-2-10 zoning district that must be corrected. Figure FLU-1 in the Future Land Use Element establishes the allowable or applicable zoning districts in each future land use category. The RU 2-10 zoning district is a low density residential zoning district and is only used in the

Consent Decree Area. However, the RU-2-10 zoning district was mistakenly listed as an allowable zoning district in both the Medium Density Residential and High Density Residential Future Land Use categories. The intent of this amendment is to remove the RU-2-10, Low Density Single Family and Multiple-Family Zoning District, from the list of "Applicable Zoning Districts" in the Medium Density Residential and High Density Residential Future Land Use categories and properly place the RU-2-10 zoning district in the Low Density Residential Future Land Use category list, consistent with the Substitute Consent Decree approved by the United States District Court for the Middle District of Florida in Houston v. City of Cocoa, Case No. 6:89-CV-00082-PCF, on January 28, 2009.

The proposed text amendment would only alter the **Figure FLU-1** Table to correct the scrivener's error as follows (see bold and shaded area):

Residential and Conservation Future Land Use Categories:

	Very Low Density Residential	**Low Density Residential**	**Medium Density Residential**	**High Density Residential**	**Conservation**	**Rural Urban Transition**
Maximum Density	4 du/acre	7 du/acre[1]	15 du/acre	25 du/acre		1 du/2.5 acres
Allowable Uses	Residential, Institutional, and Open Space/ Recreational	Residential, Institutional, and Open Space/ Recreational	Residential, Institutional, and Open Space/ Recreational	Residential, Institutional, Office and Open Space/ Recreational	Conservation and Open Space/ Recreational	Residential, Conservation, Open Space/ Recreational, and Agriculture
Applicable Zoning Districts	RE, RA, RR-1, RR-2, RU-1-10, RU 1-7, RU 1-7A, RM-3, and PUD	RU-1-10, RU-1-7, RU-1-7A, **RU-2-10**, RU-2-15, RM-3, RM-4, and PUD	~~**RU-2-10**~~, RU 2-15, RM-4, and PUD	~~**RU-2-10**~~, RU-2-15, RU 2-25, and PUD	Not Applicable	RA, RR-1, and RR-2
Maximum Impervious Surface Ratio	.40 .65 w/PUD	.65	.70	.80	.10	.30

As stated above, the proposed text amendment is intended to correct the error that currently places the RU-2-10 zoning district as an allowable zoning district in the Medium and High Density Future Land Use categories. The only property in the City that is zoned RU-2-10 is located in the

Consent Decree Area, which is the area that is subject to the Substitute Consent Decree approved by the United States District Court for the Middle District of Florida in Houston v. City of Cocoa, Case No. 6:89-CV-00082-PCF, on January 28, 2009. The Substitute Consent Decree requires the City of Cocoa and the Cocoa Community Redevelopment Agency to maintain the residential character of the Consent Decree Area ("CDA") and, specifically, to maintain zoning regulations that preserve the CDA's low density residential character, to continue to encourage the voluntary replacement of Wholesale Commercial uses with low density residential uses or less intensive neighborhood commercial uses such as mixed-use developments where residential serves as the primary use, and to continue to encourage the production and development of affordable homes. The City is also required to enforce the RU-2-10 provisions. Accordingly, it is not consistent with the Substitute Consent Decree to maintain the RU-2-10 zoning district as an allowable district only in the Medium and High Density future land use categories. The RU-2-10 zoning regulations are also consistent with low density residential development, which limit allowed principal uses and structures primarily to single-family dwellings and multi-family dwellings of not more than four (4) units per building.

It should be noted that all of the property in the RU-2-10 zoning district/Consent Decree Area already has a Low Density Residential Future Land Use map designation. Therefore, the proposed ordinance is merely a correction to the Figure FLU-1 Table, with no changes to the current future land use designations assigned to the properties in the Consent Decree Area/RU-2-10 district.

The City transmitted the proposed text amendment to the Future Land Use Element to DEO and reviewing agencies and received no comments on the amendment.

II. Expedited Comprehensive Plan Amendment Analysis

Consistency with the Code of the City of Cocoa

Planning & Zoning staff has addressed the criteria contained in Chapter 15, Article II, Sections 15-10 and 15-11 below:

a. Whether the proposal favorably or unfavorably impacts the city's budget, or the economy of the region

Staff Finding: The City anticipates no impact on the City budget as the current future land use and zoning designations of the properties located in the Consent Decree Area will remain unchanged. The text amendment is merely to correct a scrivener's error in Figure FLU-1.

b. Whether the proposal will diminish the service level of public facilities

Staff Finding: The proposed change will not diminish the level of service of public facilities.

c. Whether the proposal favorably or unfavorably impacts the environment, or the natural or historical resources of the city or the region

Staff Finding: The text amendment will not impact any environmental, natural or historical resources.

d. Whether the proposal is consistent with goals, policies, and objectives of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, Florida Administrative Code

Staff Finding: The proposed text amendment will be consistent with the Substitute Consent Decree as approved by the United States District Court for the Middle District of Florida in Houston v. City of Cocoa, Case No. 6:89-CV-00082-PCF, on January 28, 2009, which is controlling law.

e. Whether the proposal will favorably or unfavorably affect the city's ability to provide adequate public facilities, and whether the proposal will reduce the level of service for affected public facilities below the level of service set in the comprehensive plan

Staff Finding: The proposed text amendment would not alter the City's ability to provide adequate public facilities or reduce the level of service.

f. Whether the proposal is incompatible with surrounding neighborhoods and land uses

Staff Finding: The proposed text amendment will not change the FLU designation of any parcel of land and, as stated above, the Consent Decree Area properties have been and will remain Low Density Residential. The text amendment will merely make the Figure FLU-1 consistent with the current future land use designation of the Consent Decree Area properties and comply with the Substitute Consent Decree, which requires the City to maintain zoning regulations that preserve the Consent Decree Area's low density residential character.

g. Whether the proposal will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment

Staff Finding: The proposed FLU text amendment will not change the ability of people to find adequate housing as the City will continue to maintain the RU-2-10 zoning regulations preserving the low density character of the Consent Decree Area.

h. If the amendment being requested is consistent with all the elements of the comprehensive plan.

Staff Finding: The proposed FLUM amendment is consistent with the following Comprehensive Plan policies:

Future Land Use Element, Policy 1.1.2.3: Low Density Residential (LDR). Low-density residential areas are
neighborhoods of single family detached housing, limited multiple family attached housing and limited clustered single family attached housing. . . .

> **Housing Element, Objective 3.7.5: Community Revitalization.** The City shall continue to support the revitalization of its Florida Enterprise Zone, its designated Florida Brownfield Area, the Diamond Square Redevelopment Area and the Heart of Cocoa Area concentrating on issues such as crime, economic development, and affordable housing.

Correction of the scrivener's error will allow for appropriate low-density development to continue, in accordance with the Substitute Consent Decree by removing the current inconsistency in the Figure FLU-1.

STRATEGIC PLAN CONNECTION:

Enable growth through enhanced and modernized infrastructure.
Improve residential development and rehabilitation programs to ensure a diversity of housing options.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

At the July 26, 2022 City Council Meeting the City Council approved the ordinance and Comprehensive Plan Amendment on First Reading.

RECOMMENDED MOTION:

Consideration of the Second and Final Reading of Ordinance 06-2022, a Comprehensive Plan Text Amendment consistent with Chapter 163, Florida Statutes, to correct a scrivener's error in the Future Land Use Element, Figure FLU-1, to provide that the RU-2-10 zoning district is an allowable zoning district only in the Low Density Residential Future Land Use Category.

ORDINANCE NO. 06-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; CORRECTING A SCRIVENER'S ERROR IN FIGURE FLU-1 SET FORTH IN THE FUTURE LAND USE ELEMENT TO PROVIDE THE RU 2-10 ZONING DISTRICT IS ONLY AN ALLOWABLE ZONING DISTRICT IN THE LOW DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY; PROVIDING DATA AND ANALYSIS AND THE LEGAL BASIS SET FORTH IN THE RECITALS TO SUPPORT THE PROPOSED COMPREHENSIVE AMENDMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

WHEREAS, section 163.3161 et. seq., Florida Statutes, established the Community Planning Act, which was formerly known as the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, the Community Planning Act requires each municipality in the State of Florida to prepare, adopt, and update a Comprehensive Plan; and

WHEREAS, the purpose of this Ordinance is to correct a scrivener's error in Figure FLU-1 set forth in the Future Land Use Element of the Comprehensive Plan related to the low density residential zoning district RU-2-10, which is a zoning designation only utilized by the City in the Consent Decree Area for the sole purpose of complying with the Substitute Consent Decree approved by the United States District Court for the Middle District of Florida in Houston v. City of Cocoa, Case No. 6:89-CV-00082-PCF, on January 28, 2009; and

WHEREAS, the City Council finds that it is desirable to enact this amendment, and hereby provides the data and analysis and legal basis set forth herein, to ensure consistency with the Consent Decree and to support the Comprehensive Plan amendment approved hereunder; and

WHEREAS, the text amendment herein is intended to remove the RU-2-10, Low Density Single Family and Multiple-Family Zoning District, from the list of "Applicable Zoning Districts" in the Medium Density Residential and High Density Residential Future Land Use categories and properly place the RU-2-10 zoning district in the Low Density Residential Future Land Use category list;

WHEREAS, the Substitute Consent Decree requires the City of Cocoa and the Cocoa Community Redevelopment Agency to maintain the residential character of the Consent Decree Area ("CDA") and,

specifically, to maintain zoning regulations that preserve the CDA's low density residential character, continue to encourage the voluntary replacement of Wholesale Commercial uses with low density residential uses or less intensive neighborhood commercial uses such as mixed-use developments where residential serves as the primary use, and continue to encourage the production and development of affordable homes; and

WHEREAS, the RU-2-10 zoning district is incorporated into the Substitute Consent Decree and applies in the CDA; and

WHEREAS, the RU-2-10 zoning district is not applied to any other parcels in the City located outside of the CDA and has always been a low density residential zoning designation; and

WHEREAS, the Substitute Consent Decree further requires the City to maintain provisions within the City's Comprehensive Plan with the intent to denote and protect the CDA's low density residential land use, recognize and preserve the historic resources in the CDA, and reflect the goals of housing and neighborhood improvement for the CDA as set forth in the Substitute Consent Decree; and

WHEREAS, the CDA is already designated with a Low Density Residential Future Land Use, but the Figure FLU-1 in the Future Land Use Element containing the list of "Applicable Zoning Districts" for each future land use category inadvertently does not include RU-2-10 as an allowable zoning district within the Low Density Residential Future Land Use category; and

WHEREAS, correcting the Future Land Use Element to properly list the RU-2-10 zoning district within the list of "Applicable Zoning Districts" in the Low Density Residential Future Land Use designation is consistent with the Substitute Consent Decree and the RU-2-10 zoning district, which is intended to apply to an area of mixed, low density multi-family (not to exceed 4 units per building) and single-family residential development, and preserves the low density residential character of the CDA; and

WHEREAS, in accordance with the provisions of the Community Planning Act, the Local Planning Agency of the City of Cocoa held a duly noticed public hearing, in accordance with the procedures established in Chapter 163, Part II, Florida Statutes, on the proposed comprehensive plan amendment; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby approves and adopts the Comprehensive Plan Amendment set forth hereunder; and

WHEREAS, the City Council of the City of Cocoa hereby finds that this Ordinance is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. **Recitals.** The foregoing recitals are true and correct and are fully incorporated herein by this reference as data and analysis to support the adoption of this Ordinance.

Section 2. **Authority.** This Ordinance is adopted in compliance with, and pursuant to, the Community Planning Act, sections 163.3161 et. seq., Florida Statutes, and in furtherance of compliance with the Consent Decree.

Section 3. **Purpose and Intent.** It is hereby declared to be the purpose and intent of this Ordinance to adopt a comprehensive plan amendment incorporating the revisions stated herein as part of the City of Cocoa Comprehensive Plan.

Section 4. **Adoption of Amendment to the Future Land Use Element.** The City of Cocoa Comprehensive Plan, Future Land Use Element, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from this Ordinance of text existing in the Cocoa Comprehensive Plan, Future Land Use Element. It is intended that the text in the Future Land Use Element denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance):

FUTURE LAND USE ELEMENT

* * *

FIGURE FLU-1
STANDARD FOR FUTURE LAND USE CATEGORIES

* * *

Residential and Conservation Future Land Use Categories:

	Very Low Density Residential	**Low Density Residential**	**Medium Density Residential**	**High Density Residential**	**Conservation**	**Rural Urban Transition**
Maximum Density	4 du/acre	7 du/acre[1]	15 du/acre	25 du/acre		1 du/2.5 acres
Allowable Uses	Residential, Institutional, and Open Space/ Recreational	Residential, Institutional, and Open Space/ Recreational	Residential, Institutional, and Open Space/ Recreational	Residential, Institutional, Office and Open Space/ Recreational	Conservation and Open Space/ Recreational	Residential, Conservation, Open Space/ Recreational, and Agriculture
Applicable	RE, RA, RR-	RU-1-10, RU-	~~RU-2-10~~, RU	~~RU-2-10~~,	Not	RA, RR-1,

Zoning Districts	1, RR-2, RU-1-10, RU 1-7, RU 1-7A, RM-3, and PUD	1-7, RU-1-7A, RU-2-10, RU-2-15, RM-3, RM-4, and PUD	2-15, RM-4, and PUD	RU-2-15, RU 2-25, and PUD	Applicable	and RR-2
Maximum Impervious Surface Ratio	.40 .65 w/PUD	.65	.70	.80	.10	.30

* * *

NOTES FOR FIGURE FLU-1:

1. Maximum density may be increased up to 12 due/acre as part of a planned residential development or planned redevelopment activities (*Policy 1.2.3.C*).

* * *

Section 5. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. Incorporation into Comprehensive Plan. Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of Cocoa Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

Section 8. Effective Date. The effective date of the Comprehensive Plan Amendment adopted by this Ordinance shall be thirty-one (31) days after the state land planning agency notifies the City that the plan amendment package is complete pursuant to section 163.3184(3)(c)(4.), Florida Statutes. If the plan amendment is timely challenged, the plan amendment shall not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this plan amendment may be issued before it has become effective. After and from the effective date of this plan amendment, the Comprehensive Plan Amendment set forth herein shall amend the City of Cocoa Comprehensive Plan and become a part of that plan and the plan amendment shall have the legal status of

the City of Cocoa Comprehensive Plan, as amended.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, **MMC, City Clerk**

LPA/P&Z: _____

First Reading: _____

Second Reading: _____

Effective Date: _____

Ron DeSantis
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Dane Eagle
SECRETARY

September 2, 2022

The Honorable Michael C. Blake
Mayor, City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Dear Mayor Blake:

The Department of Economic Opportunity ("Department") has reviewed the proposed comprehensive plan amendment for City of Cocoa (Amendment No. 22-01ESR) received on August 4, 2022. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**

- **The second public hearing,** which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.

- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Paul Lim, Planning Analyst, by telephone at (850) 717-8511 or by email at Paul.Lim@deo.myflorida.com.

Sincerely,

Kelly Corvin

Kelly Corvin, CPM, Regional Planning Administrator
Bureau of Community Planning and Growth

KDC/pl

Enclosure(s): Procedures for Adoption

cc: Angela Essing, AICP, Growth and Economic Development Director, City of Cocoa
Tara McCue, AICP, Executive Director, East Central Florida Regional Planning Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

Growth and Economic Development Department
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8800

September 15, 2022

Southern Legal Counsel
Ms. Jodi Siegel, Executive Director
1229 NW 12th Ave
Gainesville, FL 32601-4113

Re: Substitute Consent Decree, Beatrice Houston v. The City of Cocoa, et. al., Case No. 6:89-CV-00082-PCF

Dear Ms. Siegel,

Pursuant to Section IV, Future Assurances, Paragraph 12, of the Substitute Consent Decree approved and ordered in the above-referenced case, the City of Cocoa hereby provides notice of its intent to correct a scrivener's error in the City's Comprehensive Plan, Future Land Use Element, Figure FLU-1, as it relates to the RU-2-10 zoning district applicable to the Consent Decree Area. The modifications are solely to correct an error in the Figure FLU-1 (Table) as shown in the attached proposed ordinance. The modifications do not substantively alter the current future land use designation of the Consent Decree Area properties (which are and will remain low density residential) or the RU-2-10 zoning regulations. Specifically, the intent of the text amendment is to remove the RU-2-10, Low Density Single Family and Multiple-Family Zoning District, from the list of "Applicable Zoning Districts" in the Medium Density Residential and High Density Residential Future Land Use categories in the City of Cocoa and properly place the RU-2-10 zoning district in the Low Density Residential Future Land Use category list, consistent with the Substitute Consent Decree. As you are aware, the Substitute Consent Decree requires the City to maintain zoning regulations that preserve the Consent Decree Area's low density residential character. The amendment is proposed solely for the purpose of complying with this mandate in the Substitute Consent Decree.

The proposed ordinance is included with this letter for your convenience. No changes to the ordinance have been proposed since first reading. **Second Reading** (final reading) of the proposed ordinance will be heard by the Cocoa City Council on **October 25, 2022 at 6:00 p.m. or shortly thereafter, at Cocoa City Hall, 65 Stone Street, Cocoa, Florida 32922.** Please feel free to contact me with any questions or concerns.

Thank you,

Bryant Smith

Sincerely,
Bryant Smith III, P.E., CFM
Director of Public Works and Interim Growth and Economic Development Director
City of Cocoa
bsmith@cocoafl.gov I 321-433-8771

ORDINANCE NO. 06-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; CORRECTING A SCRIVENER'S ERROR IN FIGURE FLU-1 SET FORTH IN THE FUTURE LAND USE ELEMENT TO PROVIDE THE RU 2-10 ZONING DISTRICT IS ONLY AN ALLOWABLE ZONING DISTRICT IN THE LOW DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY; PROVIDING DATA AND ANALYSIS AND THE LEGAL BASIS SET FORTH IN THE RECITALS TO SUPPORT THE PROPOSED COMPREHENSIVE AMENDMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

WHEREAS, section 163.3161 et. seq., Florida Statutes, established the Community Planning Act, which was formerly known as the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, the Community Planning Act requires each municipality in the State of Florida to prepare, adopt, and update a Comprehensive Plan; and

WHEREAS, the purpose of this Ordinance is to correct a scrivener's error in Figure FLU-1 set forth in the Future Land Use Element of the Comprehensive Plan related to the low density residential zoning district RU-2-10, which is a zoning designation only utilized by the City in the Consent Decree Area for the sole purpose of complying with the Substitute Consent Decree approved by the United States District Court for the Middle District of Florida in Houston v. City of Cocoa, Case No. 6:89-CV-00082-PCF, on January 28, 2009; and

WHEREAS, the City Council finds that it is desirable to enact this amendment, and hereby provides the data and analysis and legal basis set forth herein, to ensure consistency with the Consent Decree and to support the Comprehensive Plan amendment approved hereunder; and

WHEREAS, the text amendment herein is intended to remove the RU-2-10, Low Density Single Family and Multiple-Family Zoning District, from the list of "Applicable Zoning Districts" in the Medium Density Residential and High Density Residential Future Land Use categories and properly place the RU-2-10 zoning district in the Low Density Residential Future Land Use category list;

WHEREAS, the Substitute Consent Decree requires the City of Cocoa and the Cocoa Community Redevelopment Agency to maintain the residential character of the Consent Decree Area ("CDA") and,

specifically, to maintain zoning regulations that preserve the CDA's low density residential character, continue to encourage the voluntary replacement of Wholesale Commercial uses with low density residential uses or less intensive neighborhood commercial uses such as mixed-use developments where residential serves as the primary use, and continue to encourage the production and development of affordable homes; and

WHEREAS, the RU-2-10 zoning district is incorporated into the Substitute Consent Decree and applies in the CDA; and

WHEREAS, the RU-2-10 zoning district is not applied to any other parcels in the City located outside of the CDA and has always been a low density residential zoning designation; and

WHEREAS, the Substitute Consent Decree further requires the City to maintain provisions within the City's Comprehensive Plan with the intent to denote and protect the CDA's low density residential land use, recognize and preserve the historic resources in the CDA, and reflect the goals of housing and neighborhood improvement for the CDA as set forth in the Substitute Consent Decree; and

WHEREAS, the CDA is already designated with a Low Density Residential Future Land Use, but the Figure FLU-1 in the Future Land Use Element containing the list of "Applicable Zoning Districts" for each future land use category inadvertently does not include RU-2-10 as an allowable zoning district within the Low Density Residential Future Land Use category; and

WHEREAS, correcting the Future Land Use Element to properly list the RU-2-10 zoning district within the list of "Applicable Zoning Districts" in the Low Density Residential Future Land Use designation is consistent with the Substitute Consent Decree and the RU-2-10 zoning district, which is intended to apply to an area of mixed, low density multi-family (not to exceed 4 units per building) and single-family residential development, and preserves the low density residential character of the CDA; and

WHEREAS, in accordance with the provisions of the Community Planning Act, the Local Planning Agency of the City of Cocoa held a duly noticed public hearing, in accordance with the procedures established in Chapter 163, Part II, Florida Statutes, on the proposed comprehensive plan amendment; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby approves and adopts the Comprehensive Plan Amendment set forth hereunder; and

WHEREAS, the City Council of the City of Cocoa hereby finds that this Ordinance is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. **Recitals.** The foregoing recitals are true and correct and are fully incorporated herein by this reference as data and analysis to support the adoption of this Ordinance.

Section 2. **Authority.** This Ordinance is adopted in compliance with, and pursuant to, the Community Planning Act, sections 163.3161 et. seq., Florida Statutes, and in furtherance of compliance with the Consent Decree.

Section 3. **Purpose and Intent.** It is hereby declared to be the purpose and intent of this Ordinance to adopt a comprehensive plan amendment incorporating the revisions stated herein as part of the City of Cocoa Comprehensive Plan.

Section 4. **Adoption of Amendment to the Future Land Use Element.** The City of Cocoa Comprehensive Plan, Future Land Use Element, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from this Ordinance of text existing in the Cocoa Comprehensive Plan, Future Land Use Element. It is intended that the text in the Future Land Use Element denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance):

FUTURE LAND USE ELEMENT

* * *

FIGURE FLU-1
STANDARD FOR FUTURE LAND USE CATEGORIES

* * *

Residential and Conservation Future Land Use Categories:

	Very Low Density Residential	**Low Density Residential**	**Medium Density Residential**	**High Density Residential**	**Conservation**	**Rural Urban Transition**
Maximum Density	4 du/acre	7 du/acre[1]	15 du/acre	25 du/acre		1 du/2.5 acres
Allowable Uses	Residential, Institutional, and Open Space/ Recreational	Residential, Institutional, and Open Space/ Recreational	Residential, Institutional, and Open Space/ Recreational	Residential, Institutional, Office and Open Space/ Recreational	Conservation and Open Space/ Recreational	Residential, Conservation, Open Space/ Recreational, and Agriculture
Applicable	RE, RA, RR-	RU-1-10, RU-	~~RU-2-10~~, RU	~~RU-2-10~~,	Not	RA, RR-1,

Zoning Districts	1, RR-2, RU-1-10, RU 1-7, RU 1-7A, RM-3, and PUD	1-7, RU-1-7A, RU-2-10, RU-2-15, RM-3, RM-4, and PUD	2-15, RM-4, and PUD	RU-2-15, RU 2-25, and PUD	Applicable	and RR-2
Maximum Impervious Surface Ratio	.40 .65 w/PUD	.65	.70	.80	.10	.30

* * *

NOTES FOR FIGURE FLU-1:

1. Maximum density may be increased up to 12 due/acre as part of a planned residential development or planned redevelopment activities (*Policy 1.2.3.C*).

* * *

Section 5. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. Incorporation into Comprehensive Plan. Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of Cocoa Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

Section 8. Effective Date. The effective date of the Comprehensive Plan Amendment adopted by this Ordinance shall be thirty-one (31) days after the state land planning agency notifies the City that the plan amendment package is complete pursuant to section 163.3184(3)(c)(4.), Florida Statutes. If the plan amendment is timely challenged, the plan amendment shall not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this plan amendment may be issued before it has become effective. After and from the effective date of this plan amendment, the Comprehensive Plan Amendment set forth herein shall amend the City of Cocoa Comprehensive Plan and become a part of that plan and the plan amendment shall have the legal status of

the City of Cocoa Comprehensive Plan, as amended.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, **MMC, City Clerk**

LPA/P&Z: _____

First Reading: _____

Second Reading: _____

Effective Date: _____

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CITY OF COCOA
NOTICE OF PUBLIC HEARING
THE COCOA CITY COUNCIL
PROPOSES TO CONSIDER
THE FOLLOWING:

1. **Ordinance 13-2022 Planning User Charges and Fee Ordinance**
SECOND READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, REPEALING APPENDIX A, ZONING, ARTICLE XX OF THE ZONING ORDINANCE OF THE CITY OF COCOA; REPEALING THE SCHEDULE OF FEES, CHARGES AND EXPENSES TO BE PAID TO THE CITY UPON RECEIPT OF PLANNING AND ZONING RELATED APPLICATIONS CONTAINED THEREIN; PROVIDING FOR THE ADOPTION OF FUTURE PLANNING AND ZONING FEE SCHEDULES BY RESOLUTION.

2. **Ordinance 06-2022 Large Scale Comprehensive Plan Text Amendment**
SECOND READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; CORRECTING A SCRIVENER'S ERROR IN FIGURE FLU-1 SET FORTH IN THE FUTURE LAND USE ELEMENT TO PROVIDE THE RU 2-10 ZONING DISTRICT IS ONLY AN ALLOWABLE ZONING DISTRICT IN THE LOW DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY; PROVIDING DATA AND ANALYSIS AND THE LEGAL BASIS SET FORTH IN THE RECITALS TO SUPPORT THE PROPOSED COMPREHENSIVE AMENDMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

3. **Ordinance 11-2022 Comprehensive Plan Future Land Use Map Amendment**
SECOND READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY 0.59 ACRES, MORE OR LESS, LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH INDIAN RIVER DRIVE AND DIXON BOULEVARD, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE DESIGNATION OF THE REAL PROPERTY FROM VERY LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL, PROVIDED THAT THE MAXIMUM DENSITY ALLOWABLE SHALL BE EIGHT (8) DWELLING UNITS PER ACRE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

4. **Ordinance 12-2022 Zoning Map Amendment**
SECOND READING: 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 PROPERTY, APPROXIMATELY 0.59 ACRES, MORE OR LESS, LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH INDIAN RIVER DRIVE AND DIXON BOULEVARD IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM RE (RESIDENTIAL ESTATE) TO RU-2-15 (MULTIPLE FAMILY DWELLING DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

CITY COUNCIL WILL CONSIDER ITEMS 1, 2, 3, AND 4 ON October 25, 2022 AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting: City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
These documents and information pertaining to the above may also be inspected at the Community Services Department, between 9:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.
Interested parties are invited to attend this public meeting in person. Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:
(1) https://tinyurl.com/s5e875r or
(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody

However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.
Interested parties may also submit their written comments or questions regarding the meeting prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda. Any electronic comments submitted will be made part of the meeting record. Written comments may also be mailed to City of Cocoa, Planning & Zoning Manager, 65 Stone Street, Cocoa, Florida 32922. Written comments or questions not relevant to the Council meeting agenda will not be made part of the meeting record but will be maintained as public record.
This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. 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 . 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.

The City Council reserves the right to continue or postpone hearings to a date certain without re-advertising.

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CITY OF COCOA
NOTICE OF PUBLIC HEARING,
COMPREHENSIVE PLAN AMENDMENTS
NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER THE FOLLOWING:

A. ORDINANCE NO. XX-2022
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; CORRECTING A SCRIVENER'S ERROR IN FIGURE FLU-1 SET FORTH IN THE FUTURE LAND USE ELEMENT TO PROVIDE THE RU 2-10 ZONING DISTRICT IS ONLY AN ALLOWABLE ZONING DISTRICT IN THE LOW DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY; PROVIDING DATA AND ANALYSIS AND THE LEGAL BASIS SET FORTH IN THE RECITALS TO SUPPORT THE PROPOSED COMPREHENSIVE AMENDMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

B. ORDINANCE NO. XX-2022
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; ADOPTING A POLICY IN THE FUTURE LAND USE ELEMENT AUTHORIZING THE CITY COUNCIL TO APPROVE BY DEVELOPMENT AGREEMENT RESIDENTIAL DENSITIES OF UP TO 125 DWELLING UNITS PER ACRE RELATED TO VERTICAL MIXED USE PROJECTS WITHIN A VERY LIMITED GEOGRAPHICAL AREA WHICH IS GENERALLY LOCATED ALONG BREVARD AVENUE NEAR CITY HALL AND MORE SPECIFICALLY DESCRIBED HEREIN BY PARCEL INFORMATION AND MAP THAT CONSISTS OF AFFECTED REAL PROPERTY OF APPROXIMATELY 4.5 ACRES, MORE OR LESS, AND IS DESIGNATED MIXED USE LAND USE ON THE FUTURE LAND USE MAP AND DESIGNATED COCOA VILLAGE SUBDISTRICT WITH A COMMERCIAL/MIXED USE LARGE (CL) BUILDING TYPE ON THE COCOA WATERFRONT OVERLAY DISTRICT REGULATING PLAN; REQUIRING A DEVELOPMENT AGREEMENT BY THE CITY COUNCIL TO APPROVE SUCH PROJECTS ON SUCH REAL PROPERTY UNDER CERTAIN TERMS AND CONDITIONS DEEMED NECESSARY AND ACCEPTABLE TO THE CITY COUNCIL; PROVIDING FACTORS TO BE CONSIDERED BY CITY COUNCIL WHEN CONSIDERING WHETHER TO APPROVE SUCH PROJECTS BY DEVELOPMENT AGREEMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

C. **PZ-21-00100003 – Preliminary Subdivision (River Walk)**
Approval of a Preliminary Subdivision consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code. The property owner desires to develop 25 single-family residential lots along with stormwater tracts and a recreational tract located on the Indian River. The subject property is located between Highway US1 and Indian River Drive, approximately 1400 feet north of Dixon Boulevard, along with a recreational tract and one residential lot on the Indian River. Subdivision will access only from Indian River Drive with no access to Highway US 1. Subject Property contains +/- 11.35 acres

Property contains +/- 11.35 acres. Property is identified as parcel 24-36-20-BM-*-1

D. **PZ-21-00X0000X - Large Scale Site Plan (River Walk)**
Approval of a Large-Scale Site Plan consistent with Appendix A, Zoning, Article III, Section 1(D), to construct a new 25 lot single-family subdivision and stormwater improvements on +/- 11.35 acres. Property is identified as parcel 24-36-20-BM-*-1.

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON
July 6, 2022
AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

CITY COUNCIL WILL CONSIDER THESE ITEMS (except Item D., Large Scale Site Plan) ON
July 26, 2022
AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. 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.
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 BOA, P&Z Board/LPA or 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.
The BOA or PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:
Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.
Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.
Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.
Special Information for Quasi-Judicial Hearings:
Any person that (1) can demonstrate that they may suffer special damages different in kind and degree from that of the general public at large; and (2) wishes to present factual or expert witnesses and/or evidence at a quasi-judicial hearing is highly encouraged to immediately contact Cynthia Thurman, Planning and Zoning Manager, at (321) 433-8510 or Cthurman@cocoafl.org, to make proper arrangements for presentation of witnesses and/or evidence. All witnesses should be identified and all evidentiary documents and exhibits that are intended to be distributed to the BOA, P&Z/LPA and City Council should be submitted to Mrs. Thurman via email or mail at least three (3) days prior to the hearing.

Legislation Details (With Text)

File #:	22-595	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	10/3/2022			**In control:**	City Council
On agenda:	10/25/2022			**Final action:**	
Title:	Consideration of Ordinance No. 11-2022, a Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, to change the Future Land Use Map designation of (1) parcel of real property totaling approximately 0.59 acres from City of Cocoa “Very Low Density Residential” to City of Cocoa “Medium Density Residential,” provided that the maximum density allowable shall be eight (8) dwelling units per acre. (Public Works Director/Interim Growth & Economic Development Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 11-2022 FLU Amendment - Parcel on Dixon Blvd and Indian River Dr - very low density Exhibit A.pdf Exhibit B Future Land Use Map Rev .pdf 500' buffer letter .pdf Application and supporting Docs.pdf Florida Today Ad Receipt First Reading.pdf 10-25 Legal Ads.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 3, 2022
Agenda Date: October 25, 2022
Prepared By: Bryant Smith III, P.E., CFM, Public Works and Interim Growth and Economic Development Director
Through: Stockton Whitten, City Manager
Requested Action:
Consideration of Ordinance 11-2022, a Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, to change the Future Land Use Map designation of (1) parcel of real property totaling approximately 0.59 acres from City of Cocoa “Very Low Density Residential” to City of Cocoa “Medium Density Residential,” provided that the maximum density allowable shall be eight (8) dwelling units per acre. Second and Final Reading.

BACKGROUND:

The subject property for this Future Land Use amendment is comprised of a .59-acre vacant parcel, owned by Carey Properties LLC. The parcel is located southeast of and adjacent to Dixon Boulevard, just west of its intersection with North Indian River Drive. A map depicting the location of the subject parcel is attached as Exhibit “A”. The applicant is requesting to change the Future Land

Use Map designation from “Very Low Density Residential” to “Medium Density Residential”. Exhibit “B”

The assignment of a Future Land Use designation must be consistent with the City’s Comprehensive Plan. Policy 1.1.2.4 states that Medium Density Residential (MDR) areas shall be regarded as areas of moderate density detached and attached housing.

Currently, the subject parcel has one Future Land Use classification, Very Low Density Residential.

Future Land Use Designation: Current: Very Low Density Residential

Proposed: Medium Density Residential

Zoning District: Current: Residential Estates

Proposed: RU 2-15

Existing Land Use: Vacant land

Council District: District 2 - Councilmember Lavander Hearn

Overview of Surrounding Area:

	Future Land Use Designations	**Zoning Districts**	**Land Uses**
North	Very Low Density Residential, Low Density Residential	RU-1-7; RU-2-15	Vacant; Multi-family
South	Very Low Density Residential	Residential Estates	Residential Estates
East	Very Low Density Residential	Residential Estates	Residential Estates
West	Very Low Density Residential	Residential Estates, RU-1-7	Vacant

I. Comprehensive Plan Amendment Analysis

Consistency with Code of the City of Cocoa

Planning & Zoning staff has addressed the criteria contained in Chapter 15, Article II, Sections 15-10 and 15-11 below:

(1) Whether the proposed amendment will have a favorable or unfavorable effect on the city's budget, or the economy of the city or the region;

Staff Finding: Application of a City of Cocoa MDR Future Land Use designation would allow for multi-family use on the property. This will increase the potential of tax revenue and capital investments.

(2) Whether the proposed amendment will diminish the level of service of public facilities;

Staff Finding: The future land use amendment will not negatively impact or diminish the

service level of public facilities. Given that the subject property is approximately 0.59 acres and the proposed ordinance imposes a maximum density of eight (8) dwelling units per acre, the maximum number of achievable units on the property will be 4 units. This minimal increase from 1 to 4 units (3 net units) will have a de minimus impact on existing public facilities.

Potable Water: The subject parcel is served by the City of Cocoa Utilities Department for water service. Given the maximum achievable units on the property, there is no anticipated impact on potable water level of service. The 8" PVC Reuse line on the north side of Dixon Boulevard should be saddled and brought over to the property for irrigation purposes.

Sanitary Sewer: The City of Cocoa sanitary sewer is available in this area. Given the maximum achievable units on the property, there is no anticipated impact on wastewater level of service.

Solid Waste: The solid waste service to this parcel is provided by a private hauler. Solid Waste service shall be provided to the site in accordance with the applicable LOS standards and pursuant to the applicable requirements of the Waste Management Agreement and City Code.

Stormwater Management: The application is subject to the City of Cocoa's stormwater utility program. Said program is now funded by a levy of an annual stormwater utility special assessment. The assessment provides funding to maintain the City's stormwater utility program which provides maintenance for the retention ponds and drainage features in the area. The applicant will be required to adhere to the City's stormwater level of service standards upon submittal of any site plan application.

Transportation: The subject property will have an entrance from Dixon Blvd which is classified as Local roadway on Map M-II-2 of the City of Cocoa Comprehensive Plan 2020 - 2030. Given the maximum achievable units of four units on the property, any traffic impact will be de minimus.

Parks: The LOS level is 1.25 acres of developed recreational area per 1000 population. The Public Works Director has indicated that the City is currently finalizing a parks study, and based on this forthcoming study, the City of Cocoa currently provides approximately 17 acres of parks per 1000 residents. The number of park acreage within the City already far exceeds the minimum requirement of the comprehensive plan.

Schools: Staff does not anticipate a school capacity issue given the small number of students that could be generated by a development on the site. However, a Concurrency Determination must be performed by the School District prior to a site plan being issued for the property in accordance with Policy 11.1.2.2 of the Comprehensive Plan, Public School Facilities Element.

(3) Whether there will be a favorable or unfavorable impact on the environment or the natural or historical resources of the city or the region as a result of the proposed amendment;

Staff Finding: The subject property consists of approximately .59 acres. The proposed FLUM

amendment will have very little impact on the environment given the availability of sewer. Natural/historic resources of the city should not be affected.

(4) Whether the proposed amendment is consistent with and its effect upon the goals, objectives, and policies of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, adopted by Rule 29F-19.001, Florida Administrative Code;

Staff Finding: The proposed FLUM amendment meets the following goal of the State Comprehensive Plan, Chapter 187.201(15) LAND USE - "In recognition of the importance of preserving the natural resources and enhancing the quality of life of the state, development shall be directed to those areas which have in place, or have agreements to provide, the land and water resources, fiscal abilities, and service capacity to accommodate growth in an environmentally acceptable manner". Development of the subject parcel will place de minimus additional demands upon the city's resources.

(5) Whether the city is able to provide adequate service from public facilities to the affected property, if the amendment is granted, and whether the amendment will promote the cost/effective use of or unduly burden public facilities below the level of service set in the comprehensive plan;

Staff Finding: As provided above, staff does not anticipate any negative impact on public facilities as a result of the amendment due to the minor increase in units that is proposed. Further, police protection is provided by the City of Cocoa Police Department. They indicate that they will be able to provide crime prevention and police protection services at the same level of service provided to other City residents and businesses with existing resources.

Fire Protection is provided by the City of Cocoa's Fire Station No. 1 (1740 Dixon Blvd) which is located West of the subject parcel. All stations will continue to provide Enhanced BLS (Basic Life Support) services and fire prevention and protection services.

(6) Whether the amendment is compatible with surrounding neighborhoods and land use;

Staff Finding: The properties directly to the north, south, east and west are Very Low Density Residential. However, the proposed Future Land Use of Medium Density Residential will be consistent with the existing developments in the area, by providing an extension of the existing nearly three (3) acres of Medium Density Residential FLU designated property located across Dixon Boulevard and to the northwest of the subject property. On this Medium Density Residential property, an existing 52-unit apartment complex at 650 Dixon Boulevard already has largely defined the character of Dixon Boulevard in the vicinity. Given the density maximum of eight (8) dwelling units per acre, which results in a maximum of 4 units on the subject property, staff believes the Medium Density Residential designation will provide a coherent transition and appropriate buffer between the existing multi-family development on Dixon Boulevard and the estate single-family homes on Indian River Drive.

(7) If the amendment being requested is consistent with all the elements of the comprehensive plan.

Staff Finding: The subject property is consistent with the following goals of the comprehensive plan:

Land Use Element

GOAL 1.1: Create and maintain a broad range of activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare and appearance through the thoughtful planned use and development of the land and public facilities.

Policy 1.1.2.4 Medium Density Residential (MDR). Medium density residential areas shall be regarded as areas for moderate density detached and attached housing. The following criteria shall be used for determining appropriate locations for medium density residential areas.

A. Medium Density residential areas shall have access to a minor collector street, and preferably, to a major collector street or one of higher functional classification.

B. These areas should have convenient access to community services.

C. New development approved in accordance with the comprehensive plan shall provide amenities to include open space and buffering as required in the City's Land Development Regulations.

The subject property is easily accessible from US 1, an arterial street. Proximity to US 1 public transportation options will provide convenient access to community services.

Coastal Management Element

However, the subject property is located within both the Coastal Planning Area and Coastal High Hazard Area, as identified in Maps M-IX-2 and CM-1 of the Comprehensive Plan, Coastal Management Element.

GOAL 9.2: The City shall, as practically and financially feasible, establish and implement strategies for new development, redevelopment and investment in public facilities, utilities and infrastructure to protect and mitigate losses to human life and property in areas subject to natural disasters, flooding, and sea level rise.

Objective 9.2.1: Coastal High Hazard Area (CHHA). The City shall continue to direct population concentrations away from the CHHA through implementation of the future land use map, land development code and through the development review and approval process.

Policy 9.2.1.1: The Coastal High Hazard Area is delineated as the area below the elevation of the Category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model.

Policy 9.2.1.2: The City shall continue to evaluate non-conforming land uses within the CHHA.

Policy 9.2.1.3: In order to continue to direct population away from the CHHA, any increase of density for properties within the CHHA shall generally be discouraged from

the time of this plan's adoption.

Objective 9.2.2: Development, redevelopment, rebuilds, retrofits and additions in the City shall be planned and managed through strategies and design principles that are consistent with sound planning practices that protect life and property from the effects of flooding, storm surge and related impacts of sea level rise and that protect the long-term financial viability of the City.

Policy 9.2.2.1: All new development and redevelopment shall be consistent with, or more stringent than, the flood resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. part 60.

Policy 9.2.2.2: The City shall require site development techniques that encourage more efficient and climate resilient development practices that include, but are not limited to:
• Low impact development techniques on private and public property that provide for site design, engineering and stormwater management to reduce stormwater runoff, encourage greater onsite storage, reuse or absorption and mitigate flood impacts such as pervious pavement, native vegetation, rain gardens or barrels, etc.
• Prioritization of living shoreline installation and maintenance.
• Allowance of specialized fortification techniques as recommended by the Florida Green Building Council.
Additionally, the City shall continue to further explore standards that increase the City's coastal resiliency, such as requiring development to build at least three feet above the area's Base Flood Elevation or reducing the development's total amount of required parking while increasing the facility's potential for water absorption and retention.

Objective 9.2.4: Evacuation Times. The City shall cooperate with Brevard County to ensure evacuation times are maintained or reduced and to ensure efficient evacuation of threatened residents to areas of safety in the event of a natural disaster.

Policy 9.2.4.3: The City shall generally discourage any increase in density within the Coastal High Hazard Area.

Staff notes that while increases in density in the CHHA shall be "generally" discouraged, the proposed Future Land Use amendment to Medium Density Residential is proposed to be conditioned with an 8 dwelling units per acre maximum, which results in the availability of 4 units to be constructed on the property. A net increase of three units will have no impact upon hurricane evacuation times. The eight (8) dwelling unit per acre maximum is consistent with other Low Density Residential properties within the immediately vicinity, which are permitted 7 dwelling units per acre.

In addition, staff notes that any future site plans and construction plans will need to conform to the City's floodplain management regulations and will need to incorporate climate resilient development techniques as listed in Policy 9.2.2.2.

(8) Whether the amendment will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment;

Staff Finding: The proposed FLUM amendment will provide a favorable effect on the ability of people to find adequate housing by increasing available units and choice of housing type.

(9) Whether the proposed amendment will promote or adversely affect the public health, safety, welfare, economic order, or aesthetics of the region or the city;

Staff Finding: The proposed application will reinforce the positive elements of the City by paving the way for future economic vitality without any negative impacts to public health, safety, and welfare.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

September 27, 2022 - The City Council held a public hearing on this request for a future land use amendment and approved the ordinance on first reading.

September 7, 2022 - The City's Planning and Zoning Board held a public hearing on this request for a future land use amendment. At the meeting, several residents spoke during the public hearing to voice concerns regarding the application. Summarized, neighboring property owners commented regarding the following:

- Neighboring owners stated that the subject property is wet and swampy. Standing water is visible on the property, and at least one neighbor testified that her adjacent property already experiences flooding. The neighbors expressed concern about water intruding onto their property after development occurs.
- Several neighbors expressed concern that multi-family development could adversely impact the aesthetic and historic charm of Indian River Drive. Neighbors questioned whether a modern building adjacent to historic homes would result. The two neighbors owning property adjacent to the subject property stated that their homes were built in 1901 by the original Dixon owners that platted the area and that they are the only historical homes on Indian River Drive remaining. The recent article published in Southern Living Magazine about Cocoa was discussed, which mentions the stately homes on Indian River Drive, dripping with southern charm. Neighbors requested that the beauty of the area be preserved.
- At least one neighbor pointed out that foxes live on the property.

The applicant responded to the neighboring property owners' comments, as summarized below:

- Drainage concerns would be addressed during the site plan and building permit process given that City Codes regarding drainage would need to be observed and complied with.

- The subject property does not front on Indian River Drive, and the proposed development, in the applicant's view, would not impact the character of Indian River Drive as the subject property is not visible from Indian River Drive. The applicant intends to construct a single-family residence on the parcel currently owned by the applicant that is located between the subject property and Indian River Drive. The applicant stated the design for the multi-family building would not be modern and would be intended to blend in with the surrounding properties.
- The applicant stated that he could build a very large single-family home without a change in the future land use or zoning, which would be similar to the multi-unit building intended.
- The applicant stated he intends to leave a lot of the property as open space with walking paths.

After concluding the public hearing and listening to the public comment, the City's Planning and Zoning Board voted to recommend denial of the application to the City Council. The City's Planning and Zoning Board did not cite or refer to any particular criteria in Sections 15-10 and 15-11 of the City Code governing Comprehensive Plan amendments as not being satisfied when making the recommendation to deny the application.

RECOMMENDED MOTION:

Staff recommends that the City Council approve the second and final reading of Ordinance 11-2022, a Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, to change the Future Land Use Map designation of one (1) parcel of real property totaling approximately 0.59 acres from "Very Low Density Residential" to "Medium Density Residential" with a maximum density of eight (8) dwelling units per acre.

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ORDINANCE NO. 11-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY 0.59 ACRES, MORE OR LESS, LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH INDIAN RIVER DRIVE AND DIXON BOULEVARD, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE DESIGNATION OF THE REAL PROPERTY FROM VERY LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL, PROVIDED THAT THE MAXIMUM DENSITY ALLOWABLE SHALL BE EIGHT (8) DWELLING UNITS PER ACRE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

WHEREAS, section 163.3161 et. seq., Florida Statutes, established the Community Planning Act, which was formerly known as the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, the Community Planning Act requires each municipality in the State of Florida to prepare, adopt, and update a Comprehensive Plan; and

WHEREAS, in accordance with the provisions of the Community Planning Act, the Local Planning Agency of the City of Cocoa held a duly noticed public hearing on September 7, 2022, in accordance with the procedures established in Chapter 163, Part II, Florida Statutes, on the proposed comprehensive plan amendment; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby approves and adopts the Comprehensive Plan Amendment set forth hereunder with the condition as described herein; and

WHEREAS, the City Council of the City of Cocoa hereby finds that this Ordinance is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

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

Section 2. Authority. This Ordinance is adopted in compliance with, and pursuant to, the Community Planning Act, sections 163.3161 et. seq., Florida Statutes.

Section 3. Purpose and Intent. It is hereby declared to be the purpose and intent of this Ordinance to adopt a comprehensive plan amendment incorporating the revisions stated herein as a part of the City of Cocoa Comprehensive Plan.

Section 4. Adoption of Amendment to the Future Land Use Map. Except as provided in this Section, the City of Cocoa's Comprehensive Plan, Future Land Use Map, is hereby amended by changing the designation of the real property legally described and depicted on **Exhibit A** from Very Low Density Residential to Medium Density Residential, provided that the maximum density for the property shall be 8 dwelling units per acre. The City Council further provides that the amendment to the Future Land Use Map from Very Low Density Residential to Medium Density Residential, with a maximum density of 8 dwelling units per acre, for that specific portion of the real property identified and legally described as the west fifteen (15) feet of Parcel "B" as legally described in that Individual Warranty Deed recorded in the Official Records of Brevard County, Book 5561, Page 2302, shall not become effective until the property owner has completed a boundary line adjustment by recording an appropriate deed with the Brevard County Clerk of Court to incorporate such west fifteen (15) feet into the existing Parcel "A" as legally described in that same Individual Warranty Deed, consistent with the legal description of the property attached hereto in **Exhibit A**. **Exhibit A** is attached hereto and fully incorporated herein by this reference.

Section 5. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, word, or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. Incorporation into Comprehensive Plan. Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of Cocoa Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to necessitate the foregoing.

Section 8. **Effective Date.** The effective date of the Comprehensive Plan Amendment adopted by this Ordinance shall be thirty-one (31) days after adoption. If the plan amendment is timely challenged, the plan amendment shall not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this plan amendment may be issued before it has become effective. After and from the effective date of this plan amendment, the Comprehensive Plan Amendment set forth herein shall amend the City of Cocoa Comprehensive Plan and become a part of that plan and the plan amendment shall have the legal status of the City of Cocoa Comprehensive Plan, as amended.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled the _____ day of _____, 2022.

_____
MICHAEL C. BLAKE
Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

Legal Ad: _____

First Reading: _____

Legal Ad: _____

Second Reading: _____

EXHIBIT A

Property Legal Description

DESCRIPTION OF TRACT "A":

A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BEING A PORTION OF LOT 5 OF "ROBERT DIXON'S HOMESTEAD", RECORDED IN PLAT BOOK 1, PAGE 24 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON MARKER (NO IDENTIFICATION) WHICH MONUMENTS THE SOUTHWEST CORNER OF LOT 18 OF "GEORGIA TERRACE", RECORDED IN PLAT BOOK 9, PAGE 38 OF SAID PUBLIC RECORDS, THENCE RUN N.34°00'00"E., ALONG THE NORTH LINE OF SAID "GEORGIA TERRACE" AND ALONG THE SOUTH LINE OF AFORESAID LOT 5 OF "ROBERT DIXON'S HOMESTEAD", A DISTANCE OF 104.92 FEET TO THE "POINT OF BEGINNING"; THENCE N.40°58'43"W., ALONG AN EAST LINE OF LANDS DESCRIBED IN O.R. 248, PAGE 345 OF SAID PUBLIC RECORDS, A DISTANCE OF 315.45 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF DIXON'S BOULEVARD (A 100 FOOT WIDE RIGHT OF WAY); THENCE N.34°05'17"E., ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 100 FEET; THENCE S.40°58'43"E., PARALLEL WITH THE AFORESAID EASTERLY LINE OF O.R. 248, PAGE 345, A DISTANCE OF 190.68 FEET; THENCE S.39°02'29"W., A DISTANCE OF 15.35 FEET; THENCE S.12°07'00"E., A DISTANCE OF 168.85 FEET TO THE "POINT OF BEGINNING"; CONTAINING 0.538 ACRES.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, LIMITATIONS AND / OR RIGHTS OF WAY OF RECORD.

And the west fifteen (15) feet of the adjacent parcel, identified as Parcel "B" and legally described in that Individual Warranty Deed recorded in the Official Records of Brevard County, Book 5561, Page 2302.

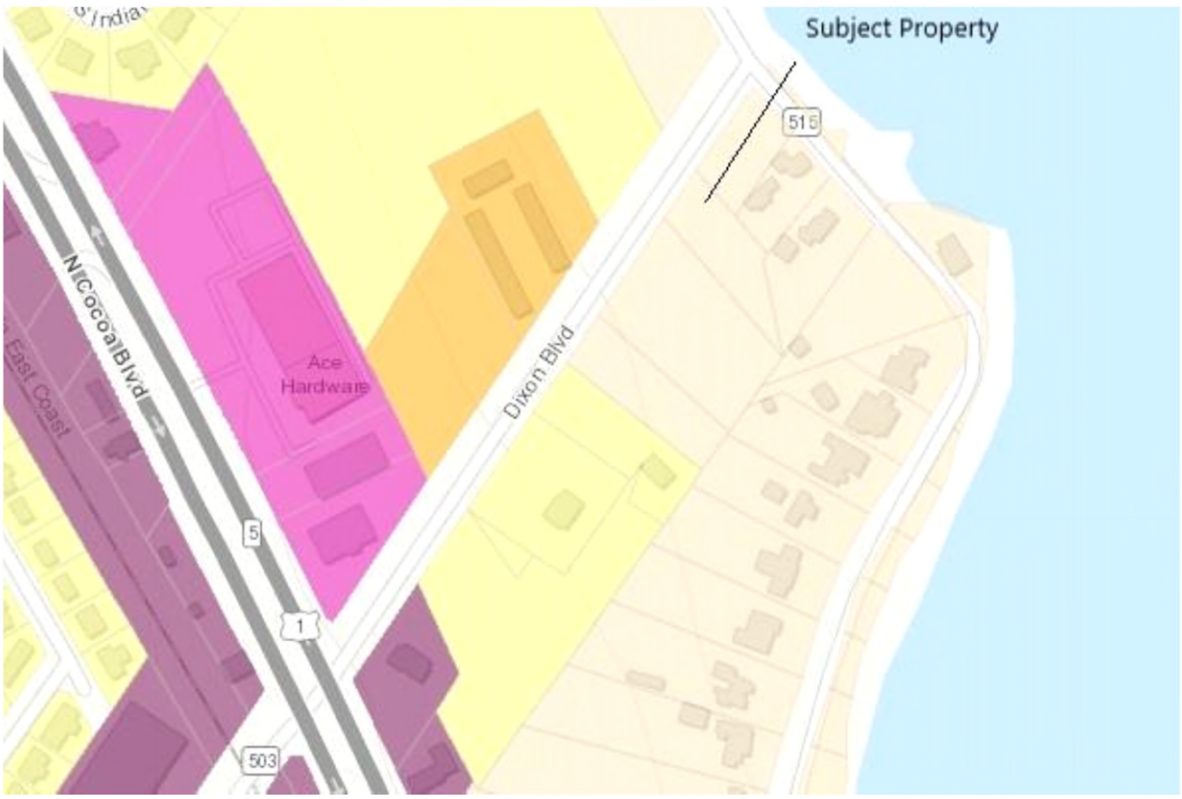


Exhibit A


DIXON BLVD
515
N INDIAN RIVER DR
503
No Photo
Account: 2416870 Parcel ID: 24-36-21-BM-*-5
Sale: 10/17/2005 $400,000
BCPAO Market Value: $45,000
Owners: CAREY PROPERTIES LLC
Address: NONE
Zoom | Clear | Details | Hide Info
Instructions | Disclaimer

Exhibit "B"

Future Land Use Designations

Future Land Use Map Amendment, PZ 21-02100001, Dixon Boulevard Four-Plex



FLU

- Low Density Residential
- Medium Density Residential
- Commercial
- Very Low Density Residential
- Neighborhood Commercial
- Mixed Use
- Industrial
- Conservation
- High Density Residential
- Institutional
- Recreation/Open Space
- 0
- Regional Activity Center

Community Services Department
Planning & Zoning Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8535 I Fax: (321) 433-8543

COURTESY NOTICE OF PUBLIC HEARING
TO PROPERTY OWNERS WITHIN 500 FEET OF THE SUBJECT SITE

Carey Properties is petitioning the **Planning & Zoning Board** for the following item:

1. **PZ-21-0500001 – Small-Scale Comprehensive Plan Amendment (Dixon Four-Plex)**
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY .59 ACRES, MORE OR LESS, LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH INDIAN RIVER DRIVE AND DIXON BOULEVARD, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE DESIGNATION OF THE REAL PROPERTY FROM VERY LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL, PROVIDED THAT THE MAXIMUM DENSITY ALLOWABLE SHALL BE EIGHT (8) DWELLING UNITS PER ACRE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT. NUMBER :24-36-21-BM-*-5 FROM BREVARD COUNTY PROPERTY APPRAISER RECORDS.

2. **PZ-21-02100001 – Zoning Map Amendment (Dixon Four-Plex)**
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATIION OF ONE (1) PARCEL OF REAL PROPERTY, APPROIMATELY .59 ACRES, MORE OR LESS, LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH INDIAN RIVER DRIVE AND DIXON BOULEVARD IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCBRIED ON EXHIBIT "A" ATTACHED HERETO; FROM RE (RESIDENTIAL ESTATE) TO RU-2-15 (MULTIPLE-FAMILY DWELLING DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. NUMBER :24-36-21-BM-*-5 FROM BREVARD COUNTY PROPERTY APPRAISER RECORDS.

The Board will hold a public hearing on this request at 6:00 p.m. on Wednesday, **September 7, 2022.**

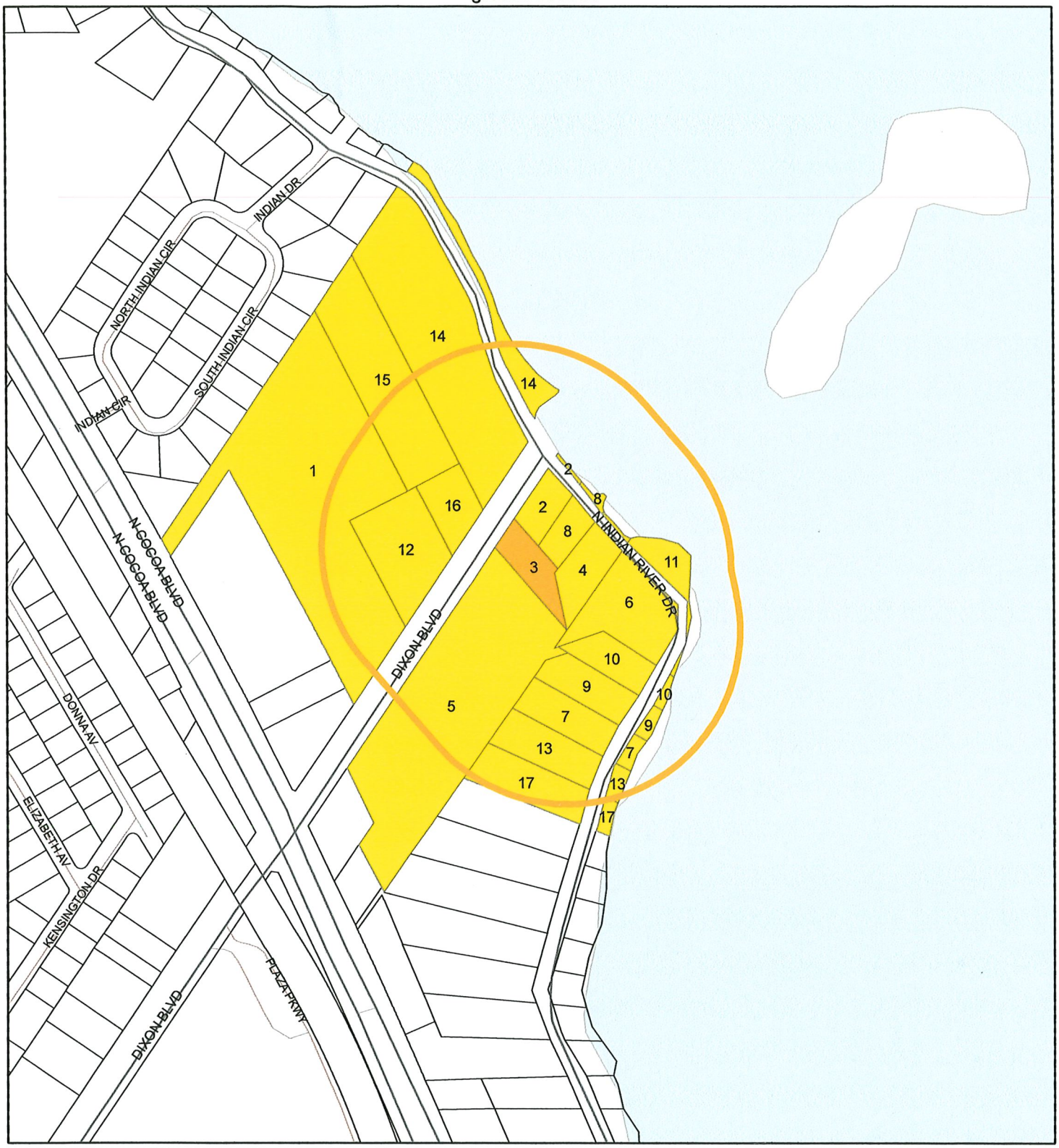
in the City of Cocoa Council Chambers located at 65 Stone Street, Cocoa, Florida. All interested parties are invited to attend and will be heard if desired.

Angela Essing, Growth and Economic Development Director

RADIUS MAP

GREENWOOD, ALECK

greenwood500



N

W E

S

1:4,800 or 1 inch = 400 feet

Buffer Distance: 500 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Buffer

Subject Property

Notify Property

Parcels

Application # **PZ** - 21 - 00500001

CITY OF COCOA

Serving the Community

COMPREHENSIVE PLAN AMENDMENT / DEVELOPMENT OF REGIONAL IMPACT APPLICATION

Community Services Department
Planning and Zoning Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8535
Fax: (321) 433-8543
Web: http://www.cocoafl.org

This form is divided into steps, which will help you prepare your application, provide supplemental items, and prepare for the Planning & Zoning Board/ Local Planning Agency and City Council hearings. A pre-application meeting with Staff is **required**.

Please TYPE or PRINT this application neatly.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

1. **Type of Application:**
   - [x] Small-scale Comprehensive Plan - Map Amendment
   - [ ] Expedited Comprehensive Plan - Map Amendment
   - [ ] Expedited Comprehensive Plan - Text Amendment
2. **Existing Future Land Use Category (*if applicable*):** _____
3. **Proposed Future Land Use Category (*if applicable*):** _____
4. **Existing Zoning Category (*if applicable*):** ESTATE USE (3STORIES)
5. **Proposed Zoning Category (*separate application*):** RU-2IS
6. **DRI Statutory Thresholds Being Exceeded (*if applicable*):** _____
7. **Proposed text amendment policies (*if applicable*):** _____

RECEIVED
APR 29 2021
By _____

8. **Applicant Information:** * *NOTE: Applicant is the main contact, who must attend the meeting!*

Company (if applicable): PRIVATE PROPERTY DEV. & CAREY PROPERTIES LLC
Name: ALECK GREENWOOD (EQUAL PARTNER)
Mailing Address: P.O. BOX 1077
City: COCOA State: FLA Zip Code: 32923
Phone #: (321) 917-3770 Fax #: (321) 632-0527
Mobile #: (321) 917-3770 E-mail: AGREENWOOD2@CFL.RR.COM

9. Property Owner Information: * *Check here if same as Applicant* → ☐

* *If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): OAKEY PROPERTIES LLC (EQUAL PARTNER)

Name: JIM MILLER (EQUAL PARTNER)

Mailing Address: 12466 HONDRUP DRIVE

City: FULTON State: MD Zip Code: 20759

Phone #: (443) 812-4569 Fax #: _____

Mobile #: (443) 812-4569 E-mail: JIMMILLER1019@YAHOO.COM

10. Applicant's Representatives: * *If more than three other representatives, attach additional sheet with names and addresses.*

Company (if applicable): _____

Name: KLECK GREENWOOD (EQUAL PARTNER)

Mailing Address: P.O. BOX 1077

City: CEDAR State: FL Zip Code: 32923

Phone #: (321) 917-3770 Fax #: (321) 632-0527

Mobile #: (321) 917-3770 E-mail: GREENWOOD2@CFL.RR.COM

Company (if applicable): _____

Name: N/A

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

Company (if applicable): _____

Name: N/A

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

11. Property Information (*if applicable*):

Street Address and Location: Dixie Blvd & Indian River Rd Cocoa

Parcel ID: * *If more than three Parcel IDs, attach additional sheet with Parcel IDs.*

24-36-21-BY-*5□□□.□-□□□□.□□

□□-□□-□□-□□-□□□□□.□-□□□□.□□

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Tax Account Numbers: * *If more than three Tax Account #s, attach additional sheet with Tax Account #s.*

2416870 □□□□□□□

□□□□□□□

Land Area: 23,958.39/f square feet or .55 acres

Existing Use(s) on Property: VACANT LAND

Proposed Use(s) on Property: RU 2-15 (OR) FOUR UNITS

12. Please submit the following items in order complete the application:

a. ☑ **Notarized application.**

b. ☑ **List of owners within 500 feet.** A "radius map package" from Brevard County containing a certified mailing list with mailing labels and a map of all property owners of record who reside within a 500-foot radius of the subject property is required for public notice. It is the applicant's responsibility to obtain these materials from the following for a nominal fee:

Brevard County Planning and Zoning
Brevard County Government Center, Building A
2725 Judge Fran Jamieson Way
Viera, FL 32940
Phone: (321) 633-2060

c. ☐ **Petition.** Complete the Comprehensive Plan Amendment Petition form. A sample "Petition" form is available from the City.

d. ☐ **Application fee.** The fee for Small-Scale Amendments is $500.00. The fee for Expedited Amendments is $1000.00 Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal.

e. ☐ **Proof of ownership.** A copy of the most recent recorded warranty deed is required.

f. ☑ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf. A sample "Letter of Authorization" form is available from the City.

g. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

h. ☐ **Certified boundary survey.** Submit a boundary survey certified to the City of Cocoa showing all existing structures and all proposed structures.

i. ☐ **Legal description.** Submit a typed copy of the legal description. It may be submitted on a computer disk or by e-mail.

j. ☐ **A general description of the proposed amendment to the comprehensive development plan, explaining why the amendment is necessary or appropriate.**

k. ☐ **An analysis of the fiscal impact of the proposed amendment on the city's finances, if any.**

l. ☐ **An analysis of the impact of the amendment on all public facilities, if any.**

m. ☐ **An analysis of the impact of the amendment on the environment and natural and historical resources, if any.**

n. ☐ **An analysis of the degree of consistency of the proposed amendment with city's comprehensive plan.**

o. ☐ **An analysis of the impact upon the city's ability to provide adequate public facilities and maintain the existing level of service for public facilities as identified in the comprehensive plan, if the amendment is granted.**

p. ☐ **If the application involves a specific parcel of real property, a statement regarding compatibility of the amendment with surrounding neighborhoods and land uses.**

q. ☐ **A statement regarding the proposed amendment's impact upon any other provisions in the comprehensive plan, and whether an internal inconsistency between provisions might be created.**

r. ☐ **Consistent with Future Land Use Element Policies 1.1.2 G(6)(C) and H(5)(C), the following are required if the applicant is proposing to designate (or expand) new Commercial or Neighborhood Commercial areas:**

1. Land Use Compatibility Study
2. Transportation Study
3. Market Study

s. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

13. **Application filing deadline.** Applications are processed in as timely a manner as possible and will be scheduled for the next available Planning & Zoning Board and City Council meeting once the analysis and staff report has been completed.

14. **Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Planning and Zoning Division.

Public hearings process information – please read this!

15. **Dates and locations of public hearings.** All applications require one hearing in front of the Planning & Zoning Board/ Local Planning Agency and two hearings in front of the City of Cocoa Council. All regularly scheduled Planning & Zoning Board/ Local Planning Agency hearings and City of Cocoa Council meetings are held at 6:00 pm in the Cocoa City Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

16. **Board types.** The Planning & Zoning Board/ Local Planning Agency is an advisory board to the City Council and therefore is only authorized to make recommendations. City Council is an authoritative body and is able to make binding decisions.

17. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the application. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

18. **Preparing for the public hearings.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the application request. The City assumes no responsibility or liability relating to the applicant's failure to research and know all applicable laws including, but not limited to state, federal, and city laws, codes, land development regulations, and the comprehensive plan.

19. **Exhibits at public hearings.** If photographs, documents, maps or other materials are provided to the Board/Council as evidence at the public hearing, the applicant must leave those instruments with the Recording Secretary. By law those instruments automatically become part of the public records and cannot be returned to the applicant.

20. **Witnesses at public hearings.** For the purposes of making a decision on the application, the Board/Council shall only consider testimony of qualified witnesses. A witness is determined by the Board/Council and is generally based on:
    a. The witness has personal knowledge of the fact in which the witness will testify; and/or
    b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:
        1. *Layman witness*: Testimony of a witness other than an expert witness is qualified only if:
            - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.
            - The opinions and inferences do not require any special knowledge, skill experience or training.
        2. *Expert witness*. Testimony of an expert witness is qualified only if:
            - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.
            - The witness is adequately qualified to express an opinion on the matter.

21. **Planning & Zoning Board/ Local Planning Agency vs. City Council actions.** If the Planning & Zoning Board finds that the facts presented in the matter justify approval, it may recommend to approve the request, or a portion thereof, and it may specify any conditions deemed necessary to preserve the intent of the City of Cocoa Code. If the Board finds that the facts presented do not justify approval, it may recommend to deny the request and will specify the reasons for denial. A decision is usually made at the same meeting that the hearing is held. Regardless of the outcome, the application will be forwarded to the City Council for consideration where a final decision can be made.

22. **City Council action.** *Small-scale amendments* require one City Council public hearing, after which the amendments are transmitted to the Department of Economic Opportunity (DEO) for their files. If approved by Council, the typical effective date is thirty-one (31) days after adoption by City Council. *Expedited amendments* require two separate City Council public hearings. After the first hearing, the amendment must be transmitted to DEO and other state agencies for detailed review. Comments from this review are due to the City within thirty (30) days. The City then has 180 days to address any comments and hold the second City Council hearing. If approved by Council, the typical effective date is thirty-one (31) days after adoption by City Council.

23. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard. I, Aleck Greenwood being first duly sworn, depose and say that:

☐ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☑ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this application and applicable petition, and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

(APPLICANT SIGNATURE)

ALECK GREENWOOD
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of I.D. Produced _____

Notary Public State of Florida
Torri Edwards
My Commission GG 139371
Expires 08/29/2021

Torri Edwards
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 29 day of April, 20 21

FOR OFFICE USE ONLY

Fee of $ 500.- in cash ☐ or check ☑ (No. 8516) payable to the "City of Cocoa".

Receipt Number: _____

Date: 4-29-21

Signature from Planning & Zoning Division:

COMPREHENSIVE PLAN AMENDMENT PETITION

TO: City of Cocoa Council

I, the undersigned, hereby petition the City of Cocoa Council for a comprehensive plan amendment as specified below:

In order to approve a comprehensive plan amendment, the Planning & Zoning Board/ Local Planning Agency and City Council must consider and study the criteria listed below (as described in Section 15-11(c) of the City of Cocoa Code). Please provide your consideration of the following criteria and any pertinent data and evidence that may be useful to the Planning & Zoning Board/ Local Planning Agency and City Council. Use extra sheets if necessary.

a. Whether the proposal favorably or unfavorably impacts the city's budget, or the economy of the region.

THE PROPOSAL WILL FAVORABLY IMPACT THE CITY'S BUDJET OR THE ECONOMY OF THE REGION.

b. Whether the proposal will diminish the service level of public facilities.

WILL NOT DIMINISH THE SERVICE LEVEL OF PUBLIC FACILITIES

c. **Whether the proposal favorably or unfavorably impacts the environment, or the natural or historical resources of the city or the region.**

THE PROPOSAL will FAVORABLY IMPACT THE ENVIRONMENT AND THE NATURAL OR HISTORICAL RESOURCES OF THE CITY OR REGION

d. **Whether the proposal is consistent with goals, policies, and objectives of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, adopted by Chapter 29F-19.001, Florida Administrative Code.**

THE PROPOSAL IS CONSISTENT WITH GOALS, POLICIES, AND OBJECTIVES OF THE STATE COMPREHENSIVE PLAN SET FORTH IN CHAPTER 187, FLORIDA STATUTES, AND THE EAST CENTRAL FLORIDA COMPREHENSIVE REGIONAL POLICY PLAN, ADOPTED BY CHAPTER 29F-19.001, FLORIDA ADMINISTRATIVE CODE

e. **Whether the proposal will favorably or unfavorably affect the city's ability to provide adequate public facilities, and whether the proposal will reduce the level of service for affected public facilities below the level of service set in the comprehensive plan.**

THE PROPOSAL will FAVORABLY AFFECT THE CITY'S ABILITY TO PROVIDE ADEQUATE PUBLIC FACILITIES AND will NOT REDUCE THE LEVEL OF SERVICE FOR PUBLIC FACILITIES BELOW THE LEVEL OF SERVICE SET IN THE COMPREHENSIVE PLAN.

f. **Whether the proposal is incompatible with surrounding neighborhoods and land uses.**

THE PROPOSAL IS COMPATIBLE WITH SURROUNDING NEIGHBORHOOD AND LAND USES.

RMA15 ZONING EXISTS ACROSS STREET AND INCLUDES MULTIPLE 3 STORY APARTMENT BUILDINGS ALREADY PRESENT.

g. **Whether the proposal will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment.**

THE PROPOSAL will HAVE A FAVORABLE EFFECT ON THE ABILITY OF PEOPLE TO FIND ADEQUATE NEW HOUSING REASONABLY ACCESSIBLE TO THEIR PLACES OF EMPLOYMENT.

h. **If the amendment being requested is consistent with all the elements of the comprehensive plan.**

THE AMENDMENT BEING REQUESTED IS CONSISTENT WITH ALL THE ELEMENTS OF THE COMPREHENSIVE PLAN.

11:00

Applicant's Signature

4-29-21

Date

ALECK GREENWOOD

Applicant's Printed Name

If there are any questions contact the Planning and Zoning Division, City Hall, 65 Stone Street, Cocoa, FL 32922.

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(For Info Only - NOT A BILL)

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0005380128
Pymt Method Invoice
Net Amount 579.57

Run Times: 1

No. of Affidavits: 1

Run Dates: 08/23/22

Text of Ad:

AD#5380128 8/23/2022

CITY OF COCOA NOTICE OF PUBLIC HEARING, COMPREHENSIVE PLAN MAP AND ZONING MAP AND TEXT AMENDMENTS
NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING:

1. PZ-20-0200003 – Arbours At Cocoa Landing – Large-Scale Site Plan Approval Extension CONSIDERATION OF AN EXTENSION OF THE DURATION OF SITE PLAN APPROVAL FOR THE ARBOURS AT COCOA LANDING LARGE SCALE SITE PLAN PREVIOUSLY APPROVED ON DECEMBER 15, 2020 TO DECEMBER 15, 2022.

2. PZ-21-0500001 – Small-Scale Comprehensive Plan Amendment (Dixon Four--Plex)
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY .59 ACRES, MORE OR LESS, LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH INDIAN RIVER DRIVE AND DIXON BOULEVARD, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE DESIGNATION OF THE REAL PROPERTY FROM VERY LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL, PROVIDED THAT THE MAXIMUM DENSITY ALLOWABLE SHALL BE EIGHT (8) DWELLING UNITS PER ACRE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT. NUMBER :24-36-21-BM-*-5 FROM BREVARD COUNTY PROPERTY APPRAISER RECORDS.

3. PZ-21-02100001 – Zoning Map Amendment (Dixon Four-Plex)
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATIION OF ONE (1) PARCEL OF REAL PROPERTY, APPROIMATELY .59 ACRES, MORE OR LESS, LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH INDIAN RIVER DRIVE AND DIXON BOULEVARD IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCBRIED ON EXHIBIT "A" ATTACHED HERETO; FROM RE (RESIDENTIAL ESTATE) TO RU-2-15 (MULTIPLE-FAMILY DWELLING DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. NUMBER :24-36-21-BM-*-5 FROM BREVARD COUNTY PROPERTY APPRAISER RECORDS.

4. PZ 22-00200003 – Large Scale Site Plan (Diamondback Marine Division)
CONSIDERATION OF A LARGE-SCALE SITE PLAN (DIAMONDBACK MARINE DIVISION) CONSISTENT WITH APPENDIX A, ZONING, ARTICLE XI, SECTION 19, M-2 ZONING, TO ALLOW FOR THE CONSTRUCTION OF TWO (2) INDUSTRIAL MANUFACTURING BUILDINGS TOTALING 210,000 SQUARE FEET IN TWO (2) PHASES AND ASSOCIATED INFRASTRUCTURE ON A ±29.25-ACRE SITE. PARCEL ID NUMBER: 24-35-12-00-506 FROM BREVARD COUNTY RECORDS.

5. PZ 22-00200001 – Large Scale Site Plan (Orchid Lake)
CONSIDERATION OF A LARGE-SCALE SITE PLAN (ORCHID LAKE) CONSISTENT WITH APPENDIX A, ZONING, ARTICLE XI, SECTION 5, RU-2-15, AND RESOLUTION

2022-032, TO ALLOW FOR THE CONSTRUCTION OF FOUR (4) APARTMENT BUILDINGS CONSISTING OF 90-UNITS OF AFFORDABLE MULTIFAMILY RENTAL HOUSING WITH RELATED FACILITIES AND ASSOCIATED INFRASTRUCTURE ON A ±7.63-ACRE SITE. PARCEL ID NUMBER: 24-36-20-00-289 FROM BREVARD COUNTY RECORDS.

6. Planning User Charges and Fee Ordinance –
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, REPEALING APPENDIX A, ZONING, ARTICLE XX OF THE ZONING ORDINANCE OF THE CITY OF COCOA; REPEALING THE SCHEDULE OF FEES, CHARGES AND EXPENSES TO BE PAID TO THE CITY UPON RECEIPT OF PLANNING AND ZONING RELATED APPLICATIONS CONTAINED THEREIN; PROVIDING FOR THE ADOPTION OF FUTURE PLANNING AND ZONING FEE SCHEDULES BY RESOLUTION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD ON
September 7th, 2022
AT 6:00 P.M. OR SOON THEREAFTER

CITY COUNCIL PUBLIC HEARING ON ITEMS 2, 3, AND 6 ONLY WILL BE HELD ON
September 27, 2022
AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. 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.
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 BOA, P&Z Board/LPA or 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.
The BOA or PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.
Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.
Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

Special Information for Quasi-Judicial Hearings:

Any person that (1) can demonstrate that they may suffer special damages different in kind and degree from that of the general public at large; and (2) wishes to present factual or expert witnesses and/or evidence at the quasi-judicial hearing is highly encouraged to immediately contact Sandra Leone, City Planner, at (321) 433-8535 or sleone@cocoafl.org, to make proper arrangements for presentation of witnesses and/or evidence. All witnesses should be identified

dence. All witnesses should be identified and all evidentiary documents and exhibits that are intended to be distributed to the BOA, P&Z/LPA and City Council should be submitted to Mrs. Leone via email or mail at least three (3) days prior to the hearing.

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Florida Today	888-516-9220	321-242-3632	BRELegals@gannett.com
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COCOA FL 32922
USA

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Run Times: 1

No. of Affidavits: 1

Run Dates: 10/14/22

Text of Ad:

Ad#5442842 10/14/2022

CITY OF COCOA
NOTICE OF PUBLIC HEARING
THE COCOA CITY COUNCIL
PROPOSES TO CONSIDER
THE FOLLOWING:

1. **Ordinance 13-2022 Planning User Charges and Fee Ordinance**
SECOND READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, REPEALING APPENDIX A, ZONING, ARTICLE XX OF THE ZONING ORDINANCE OF THE CITY OF COCOA; REPEALING THE SCHEDULE OF FEES, CHARGES AND EXPENSES TO BE PAID TO THE CITY UPON RECEIPT OF PLANNING AND ZONING RELATED APPLICATIONS CONTAINED THEREIN; PROVIDING FOR THE ADOPTION OF FUTURE PLANNING AND ZONING FEE SCHEDULES BY RESOLUTION.

2. **Ordinance 06-2022 Large Scale Comprehensive Plan Text Amendment**
SECOND READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; CORRECTING A SCRIVENER'S ERROR IN FIGURE FLU-1 SET FORTH IN THE FUTURE LAND USE ELEMENT TO PROVIDE THE RU 2-10 ZONING DISTRICT IS ONLY AN ALLOWABLE ZONING DISTRICT IN THE LOW DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY; PROVIDING DATA AND ANALYSIS AND THE LEGAL BASIS SET FORTH IN THE RECITALS TO SUPPORT THE PROPOSED COMPREHENSIVE AMENDMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

3. **Ordinance 11-2022 Comprehensive Plan Future Land Use Map Amendment**
SECOND READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY 0.59 ACRES, MORE OR LESS, LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH INDIAN RIVER DRIVE AND DIXON BOULEVARD, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE DESIGNATION OF THE REAL PROPERTY FROM VERY LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL, PROVIDED THAT THE MAXIMUM DENSITY ALLOWABLE SHALL BE EIGHT (8) DWELLING UNITS PER ACRE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

4. **Ordinance 12-2022 Zoning Map Amendment**
SECOND READING: 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 PROPERTY, APPROXIMATELY 0.59 ACRES, MORE OR LESS, LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH INDIAN RIVER DRIVE AND DIXON BOULEVARD IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM RE (RESIDENTIAL ESTATE) TO RU-2-15 (MULTIPLE FAMILY DWELLING DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

CITY COUNCIL WILL CONSIDER ITEMS 1, 2, 3, AND 4 ON October 25, 2022 AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting: City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
These documents and information pertaining to the above may also be inspected at the Community Services Department, between 9:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.
Interested parties are invited to attend this public meeting in person. Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:
(1) https://tinyurl.com/s5e875r or
(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody

However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.
Interested parties may also submit their written comments or questions regarding the meeting prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda. Any electronic comments submitted will be made part of the meeting record. Written comments may also be mailed to City of Cocoa, Planning & Zoning Manager, 65 Stone Street, Cocoa, Florida 32922. Written comments or questions not relevant to the Council meeting agenda will not be made part of the meeting record but will be maintained as public record.
This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. 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 . 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.

The City Council reserves the right to continue or postpone hearings to a date certain without re-advertising.

Legislation Details (With Text)

File #:	22-594	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	10/3/2022			**In control:**	City Council
On agenda:	10/25/2022			**Final action:**	
Title:	Consideration of Ordinance No. 12-2022, a citizen initiated Zoning Map amendment consistent with the requirements of Code of the City of Cocoa (Code) Article XXI, Section 1, to change the zoning designation of a parcel of real property totaling approximately 0.59 acres from “Residential Estate District” (RE) to “Multiple-Family Dwelling District” (RU-2-15). Brevard County Parcel/ ID No. 24-36-21-BM-*5. (Public Works Director/Interim Growth & Economic Development Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 12-2022 - Rezoning Parcel on Dixon Blvd and Indian River Drive RE to RU-215.pdf Exhibit A Dixon Location Map (1).pdf Exhibit B Dixon Zoning Map (1).pdf Exhibit C Site Survey Concept (1).pdf Exhibit D Applicant Responses (1).pdf 500' buffer letter (3).pdf Florida Today Ad Receipt - 1st reading.pdf 10-25 Legal Ads.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 3, 2022
Agenda Date: October 25, 2022
Prepared By: Bryant Smith III, P.E., CFM, Public Works and Interim Growth and Economic Development Director
Through: Stockton Whitten, City Manager
Requested Action:
Consideration of Ordinance 12-2022, a citizen initiated Zoning Map amendment consistent with the requirements of *Code of the City of Cocoa* (Code) Article XXI, Section 1, to change the zoning designation of a parcel of real property totaling approximately 0.59 acres from “Residential Estate District” (RE) to “Multiple-Family Dwelling District” (RU-2-15). Brevard County Parcel/ ID No. 24-36-21-BM-*5. Second and Final Reading.

BACKGROUND:

The subject property for this Zoning Map amendment is comprised of a .59-acre vacant parcel, owned by Carey Properties LLC. The parcel is located southeast of and adjacent to Dixon Boulevard, just west of its intersection with North Indian River Drive. A map depicting the location of

the subject parcel is attached as Exhibit “A”.

Currently, the subject parcel has the City’s Residential Estate zoning designation. The applicant is requesting to change the property’s zoning to the City’s RU-2-15 designation. Please see Exhibit “B” for a map depicting of zoning designations for the subject and surrounding properties. Exhibit “C” depicts the development currently proposed by the applicant for the property. However, should the City Council approve the accompanying Future Land Use Amendment and the rezoning, the applicant will be able to develop up to four dwelling units on the site in any manner compliant with City Code and the Comprehensive Plan.

Future Land Use Designation:	Current: Very Low Density Residential
	Proposed: Medium Density Residential)
Zoning District:	Current: Residential Estate
	Proposed: RU 2-15
Existing Land Use:	Vacant land
Council District:	District 2 - Councilmember Lavander Hearn

Overview of Surrounding Area:

	Future Land Use Designations	**Zoning Districts**	**Land Uses**
North	Very Low Density Residential; Low Density Residential	RU-1-7; RU-2-15	Vacant, Multi-family
South	Very Low Density Residential	Residential Estates	Single-Family Residence
East	Very Low Density Residential	Residential Estates	Single-Family Residence
West	Very Low Density Residential	Residential Estates; RU-1-7	Vacant

I. Consistency with Code of the City of Cocoa

The Property Owner/Applicant are requesting a Zoning Map amendment to change the subject property zoning district from Residential Estates to RU-2-15.

In accordance with Appendix A of the City of Cocoa, Article XXI, Section 1(G)(1), the following shall

be considered in the review of an application for a rezoning:
**

a. The proposed change is contrary to the established land use pattern.

Applicant Response: See Exhibit “D”.

Staff Finding: Staff finds that the zoning change will not be contrary to the established land use pattern. While surrounding properties are zoned Residential Estate and RU-1-7, nearly three (3) acres of land located across Dixon Boulevard is zoned RU-2-15 with a Medium Density Residential Future Land Use. On this Medium Density Residential property, an existing 52-unit apartment complex at 650 Dixon Boulevard already has largely defined the character of Dixon Boulevard in the vicinity. Given the density maximum of eight (8) dwelling units per acre, which results in a maximum of 4 units on the subject property, staff believes the Medium Density Residential designation will provide a coherent transition and appropriate buffer between the existing multi-family development on Dixon Boulevard and the estate single-family homes on Indian River Drive.

b. The proposed change would create an isolated district unrelated to nearby and adjacent districts.

Applicant Response: See Exhibit “D”

Staff Finding: Staff finds that the proposed change would not create an isolated district unrelated to nearby and adjacent districts. The use would remain residential, and there is a property across from the subject one with the same zoning. Along nearby North Indian River Drive north of Dixon Boulevard, the properties have more intensive zoning (RU-1-7) than the subject property has at present. However, the eight (8) dwelling units per acre density maximum imposed for this subject property is consistent with the surrounding RU-1-7 properties, for which 7 dwelling units per acre is generally permitted.

c. The proposed change would materially alter the population land density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, street, access, etc.

Applicant Response: See Exhibit “D”

Staff Finding: Staff finds that the subject property consists of a .59-acre vacant parcel of land, and this zoning impact would not increase or overtax public facilities. Under the Future Land Use map amendment heard previously, the density the property would be allowed to develop at would be limited to eight (8) dwelling units per acre. Based on the property size, the applicant would be limited to four (4) dwelling units on his property, which is a net increase of only 3 units. All City departments required to review projects reviewed this one, and no comments were made regarding this proposal overtaxing services.

d. Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

Applicant Response: See Exhibit “D”

Staff Finding: Staff finds that the district boundaries are not illogically drawn in relation to existing conditions on the property proposed for change. The district boundaries follow a common pattern in zoning.

e. The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.

Staff Finding: Subject to the adoption of the Future Land Use Map amendment for this property, staff finds that this petition will not be contrary to the Future Land Use Map or have an adverse effect on the Comprehensive Plan. The majority of properties on the northern (opposite) side of Dixon Boulevard have the same future land use classification. The subject property is also within one (1) block of U.S. 1, which has more intensive Commercial and Regional Activity Center future land uses.

Staff notes that the subject property is located within both the Coastal Planning Area and Coastal High Hazard Area, as identified in Maps M-IX-2 and CM-1 of the Comprehensive Plan, Coastal Management Element. While increases in density in the CHHA shall be “generally” discouraged in accordance with Policy 9.2.1.3, the proposed Future Land Use amendment to Medium Density Residential is proposed to be conditioned with an 8 dwelling units per acre maximum, which results in the availability of 4 units to be constructed on the property. A net increase of three units will have no impact upon hurricane evacuation times. The eight (8) dwelling unit per acre maximum is consistent with other Low Density Residential properties within the immediately vicinity, which are permitted 7 dwelling units per acre. In addition, staff notes that any future site plans and construction plans will need to conform to the City’s floodplain management regulations and will need to incorporate climate resilient development techniques as listed in Policy 9.2.2.2.

f. Changed or changing conditions make the passage of the proposed amendment necessary.

Applicant Response: See Exhibit “D”

Staff Finding: The proposed Future Land Use of Medium Density Residential will allow for a greater diversity of housing in the neighborhood and the City. With the increasing cost of rent, multi-family housing as infill on a smaller scale than the larger multi-family projects are more frequently being constructed and can increase the supply of more affordable rentals. Such smaller infill projects also serve to increase the diversity of housing for persons seeking an alternative to the large multi-family project commonly found today. Such infill projects can allow persons to have a greater sense of neighborhood.

g. Whether or not the proposed change will adversely influence living conditions in the neighborhood.
Applicant Response: See Exhibit “D”

Staff Finding: Staff finds that the proposed change will not adversely influence living conditions in the neighborhood. The limitations on density placed on the property in the preceding Future Land Use Map amendment will ensure that development of the site will be in the proper scale for the neighborhood and limited to 4 dwelling units given the size of the property. This project will add to the neighborhood by increasing the housing opportunity and providing an opportunity for new residents.

h. Whether or not the proposed change will create or excessively increase traffic congestion or otherwise affect the public safety.

Applicant Response: See Exhibit “D”

Staff Finding: Staff finds that due to the minimal increase in density and the small size of the property, the proposed amendment will not create or excessively increase traffic congestion in the area. The property’s proximity to North Indian River Drive and U.S. 1 will also reduce any traffic impacts on the area.

City staff has reviewed this petition, and did not find any concern with the amendment affecting the public safety. This project has not been found to create any impacts on the response time of emergency personnel.

i. Whether or not the proposed change will create a drainage problem.

Applicant Response: See Exhibit “D”

Staff Finding: Staff finds that the proposed change will not create a drainage problem. Staff from the Public Works Department has reviewed the petition, and raised no concerns with drainage. The rezoning from RE to RU-2-15 will allow for maximum lot coverage to increase from 20% under RE to 40% under RU 2-15. (“Lot coverage” means the percentage of the lot or parcel of land that is covered or occupied by all principal and accessory structures. Fences, driveways, swimming pools, pavers, and decks less than thirty (30) inches in height shall not be included in the computing of lot coverage.) In addition, with a change from Very Low Density Residential to Medium Density Residential, the maximum impervious surface ratio increases from .40 to .70. However, the applicant will be required to comply with stormwater level of service requirements at the time of site plan review. In addition, the additional condition that the density may only be increased to 8 dwelling units per acre should also have the practical result of decreasing lot coverage of the project. Finally, constraints regarding the placement of fill, structures, and accompanying compensatory storage in the floodplain likely will have the practical effect of reducing increased impervious surfaces on the property.

j. Whether or not the proposed change will seriously reduce light or air to adjacent areas.

Applicant Response: See Exhibit “D”

Staff Finding: Staff finds that the zoning intensity proposed by the zoning amendment will not be of a height or bulk scale to decrease air or light to the surrounding areas. Height restrictions of 35 feet apply in both the RE and RU-2-15 equally.

k. Whether or not the proposed change will adversely affect property values in the adjacent area.

Applicant Response: See Exhibit “D”

Staff Finding: Staff finds that the proposed amendment will likely not adversely affect property values in the adjacent area. Rather, new buildings to enhance the older multi-family buildings in the area may serve to increase property values. Given the limited number of units that can be built with the density cap of eight (8) dwelling units per acre, staff does not anticipate any adverse effect to property values in the neighboring Residential Estate properties along North Indian River Drive.

l. Whether or not the proposed change will be detrimental to the improvement or development of adjacent property in accord with existing regulations.

Applicant Response: See Exhibit “D”

Staff Finding: Staff finds that the proposed change will not be detrimental to the improvement or development of adjacent property. The street is currently largely undeveloped, and the development which does exist is generally two-story multi-family as proposed by the applicant. The area is currently largely undeveloped.

m. Whether or not the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Applicant Response: See Exhibit “D”

Staff Finding: Staff finds that the proposed change will not constitute a grant of special privilege to the applicant as the amendment is consistent with the land use pattern along Dixon Boulevard. The project will also not be detrimental to the public welfare.

n. Whether or not there are substantial reasons why the property cannot be used in accord with the existing zoning.

Applicant Response: See Exhibit “D”

Staff Finding: Staff does not believe there is a substantial reason that the property cannot be used in accordance with the existing zoning of Residential Estate. However, the Applicant desires to build a four-plex that would not be possible under the existing zoning.

o. Whether or not the change suggested is out of scale with the needs of the neighborhood.

Applicant Response: See Exhibit “D”

Staff Finding: Staff finds that the change suggested is not out of scale with the needs of the neighborhood. Existing development in the area is predominately small multi-family buildings or larger home along the Indian River.

p. Whether or not it is impossible to find other adequate sites in the City for the proposed use in districts already permitting such uses.

Applicant Response: See Exhibit “D”

Staff Finding: Staff does not believe it would be impossible to find other adequate sites for development of multi-family uses. However, staff does not believe the requested rezoning is inconsistent with the surrounding land use pattern.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

September 27, 2022 - The City Council held a public hearing on this request for a rezoning and approved on first reading.

September 7, 2022 -The City’s Planning and Zoning Board held a public hearing on this request for a rezoning. Given that the Planning and Zoning Board recommended denial of the accompanying future land use amendment, the Board also recommended denial of the rezoning request. Absent approval of the future land use amendment to Medium Density Residential, the rezoning request to RU-2-15 would not be consistent with the City’s Comprehensive Plan.

RECOMMENDED MOTION:

Staff recommends that the City Council approve on second and final reading Ordinance 12-2022, an Official Zoning Map amendment consistent with Appendix A of the City of Cocoa, Article XXI, Section 1(G)(1), for a citizen-initiated request to change the Official Zoning Map designation of a 0.59-acre parcel from “Residential Estate” (RE) to the Multiple Family Dwelling District (RU-2-15).

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ORDINANCE NO. 12-2022

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 PROPERTY, APPROXIMATELY 0.59 ACRES, MORE OR LESS, LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH INDIAN RIVER DRIVE AND DIXON BOULEVARD IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM RE (RESIDENTIAL ESTATE) TO RU-2-15 (MULTIPLE-FAMILY DWELLING DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE

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

WHEREAS, the Planning and Zoning Board of the City of Cocoa held a duly noticed public hearing on September 7, 2022, regarding this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

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

Section 2. **Zoning Map Amendment.** Except as provided in this Section, the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from RE (Residential Estate) to RU-2-15 (Multiple-Family Dwelling District) for the real property depicted and legally described on **Exhibit A,** attached and incorporated herein by this reference. The City Council further provides that the amendment to the Zoning Map from RE to RU-2-15, for that specific portion of the real property identified and legally described as the west fifteen (15) feet of Parcel "B" as legally described in that Individual Warranty Deed recorded in the Official Records of Brevard County, Book 5561, Page 2302, shall not become effective until the property owner has completed a boundary line adjustment by recording an appropriate deed with the Brevard County Clerk of Court to incorporate such west fifteen (15) feet into the existing Parcel "A" as legally described in that same Individual Warranty Deed, consistent with the legal description of the property attached hereto in **Exhibit A**. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

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

Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 5. **Effective Date.** This ordinance shall become effective immediately upon the effective date of Ordinance No. 11-2022 as adopted by the City Council of the City of Cocoa, Florida. If Ordinance No. 11-2022 does not become effective, then this Ordinance shall become null and void.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2022.

_____
MICHAEL C. BLAKE, Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

Legal Ad Published: _____

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

EXHIBIT A

Property Legal Description

DESCRIPTION OF TRACT "A":

A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BEING A PORTION OF LOT 5 OF "ROBERT DIXON'S HOMESTEAD", RECORDED IN PLAT BOOK 1, PAGE 24 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON MARKER (NO IDENTIFICATION) WHICH MONUMENTS THE SOUTHWEST CORNER OF LOT 18 OF "GEORGIA TERRACE", RECORDED IN PLAT BOOK 9, PAGE 38 OF SAID PUBLIC RECORDS, THENCE RUN N.34°00'00"E., ALONG THE NORTH LINE OF SAID "GEORGIA TERRACE" AND ALONG THE SOUTH LINE OF AFORESAID LOT 5 OF "ROBERT DIXON'S HOMESTEAD", A DISTANCE OF 104.92 FEET TO THE "POINT OF BEGINNING"; THENCE N.40°58'43"W., ALONG AN EAST LINE OF LANDS DESCRIBED IN O.R. 248, PAGE 345 OF SAID PUBLIC RECORDS, A DISTANCE OF 315.45 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF DIXON'S BOULEVARD (A 100 FOOT WIDE RIGHT OF WAY); THENCE N.34°05'17"E., ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 100 FEET; THENCE S.40°58'43"E., PARALLEL WITH THE AFORESAID EASTERLY LINE OF O.R. 248, PAGE 345, A DISTANCE OF 190.68 FEET; THENCE S.39°02'29"W., A DISTANCE OF 15.35 FEET; THENCE S.12°07'00"E., A DISTANCE OF 168.85 FEET TO THE "POINT OF BEGINNING"; CONTAINING 0.538 ACRES.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, LIMITATIONS AND / OR RIGHTS OF WAY OF RECORD.

And the west fifteen (15) feet of the adjacent parcel, identified as Parcel "B" and legally described in that Individual Warranty Deed recorded in the Official Records of Brevard County, Book 5561, Page 2302.

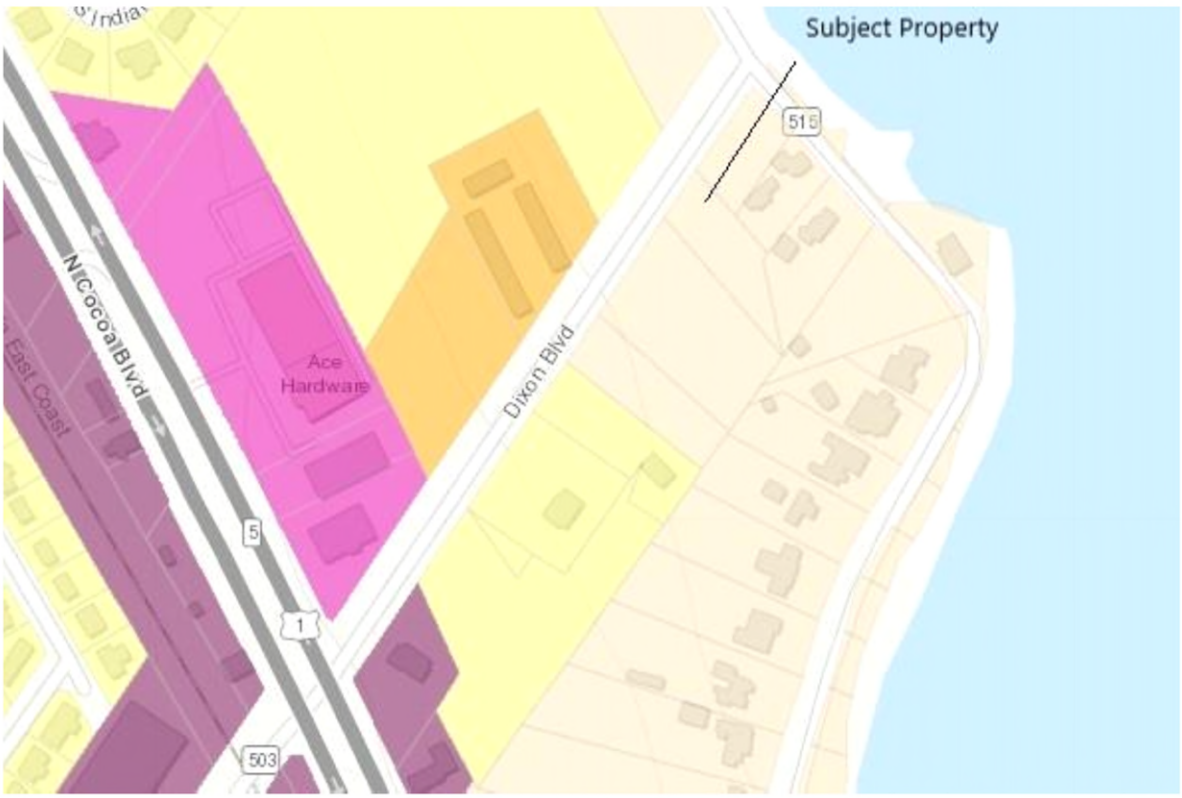
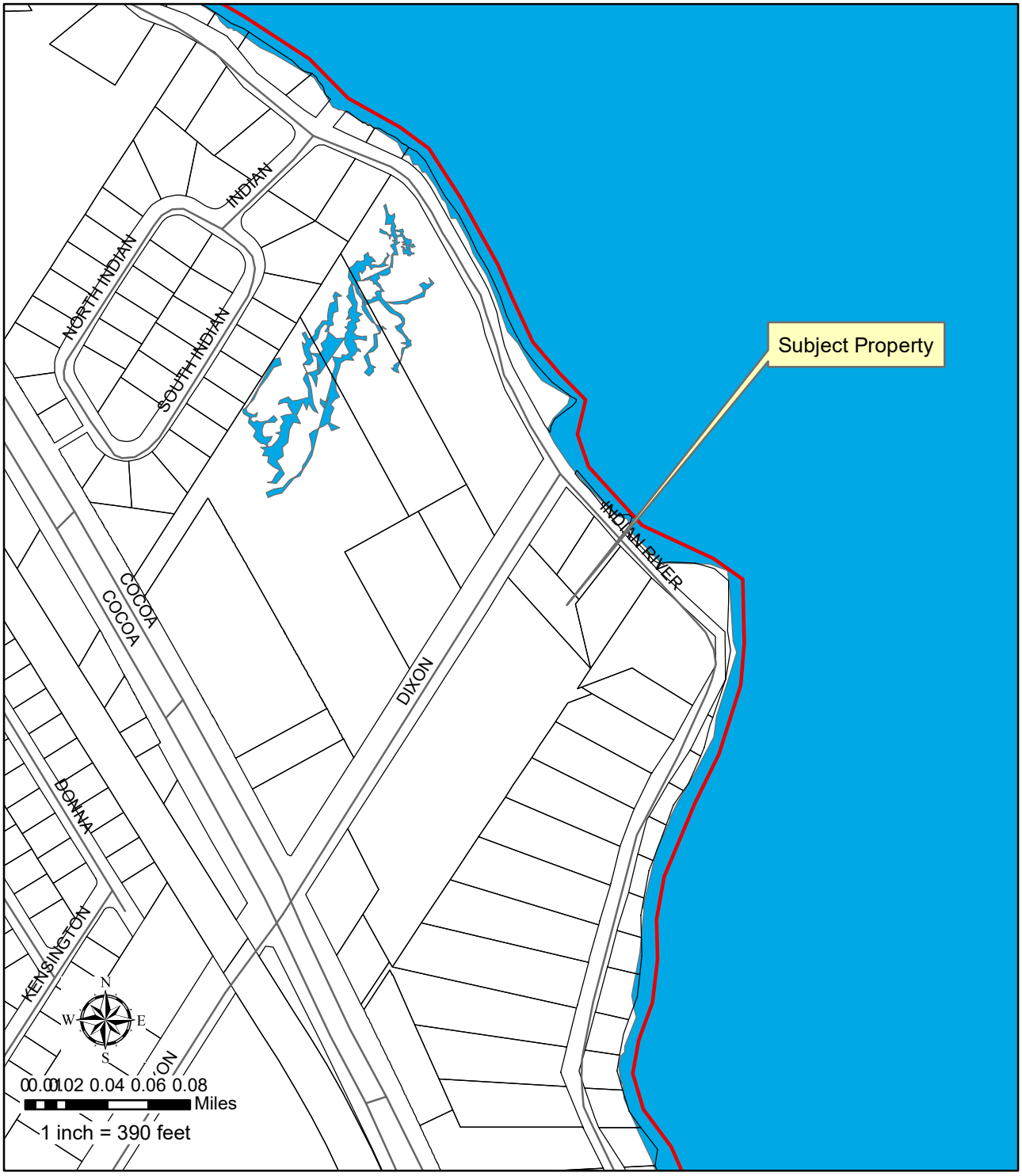


Exhibit "A" Location Map

Petition PZ-21-02100001, Dixon Four-Plex Future Land Use Amendment



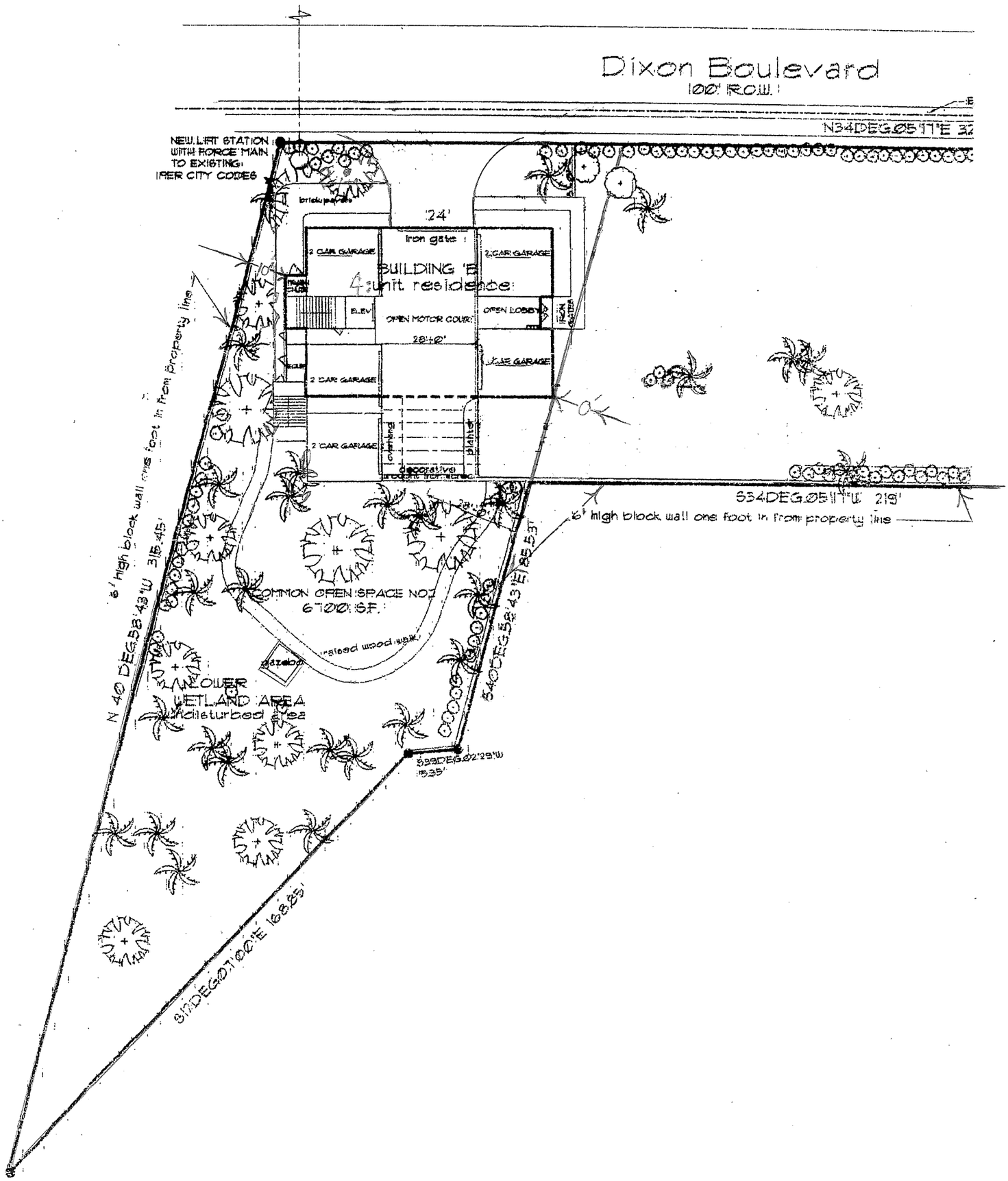
Map Prepared by East Central Florida Regional Planning Council
Date; September 8, 2022

Exhibit "B"

Zoning Amendment PZ-21-02100001, Dixon Boulevard Four-Plex



RA
RR-1
RE
RU-1-7
RU-1-7a
RU-2-10
RU-2-15
RU-2-15 and C-G
RU-2-25
RM-3
R-P
C-R
C-N
CBD
CBD-CVO
P-S
C-P
C-C
C-G
C-W
PUD
UMD
INST
M-1
M-2
Zoning Not Assigned


Dixon Boulevard
100' R.O.W.
N34DEG.05'11"E 32
NEW LIFT STATION WITH FORCE MAIN TO EXISTING PER CITY CODES
24'
Iron gate
2 CAR GARAGE
BUILDING 'E'
4 unit residence
2 CAR GARAGE
ELEV.
OPEN MOTOR COURT
OPEN LOBBY
IRON GATES
28'-0"
2 CAR GARAGE
2 CAR GARAGE
2 CAR GARAGE
plumbing
planter
decorative
S34DEG.05'11"W 219'
6' high block wall one foot in from property line
6' high block wall one foot in from property line
N 40 DEG.58'43"W 318.45'
COMMON OPEN SPACE NO.1
6700 S.F.
stained wood walk
gazebo
LOWER WETLAND AREA
undisturbed area
S40DEG.58'43"E 85.53'
S39DEG.02'29"W
153.35'
S17DEG.07'00"E 168.85'

SKETCH OF SURVEY©

DESCRIPTION PER O.R. 1156, PAGE 157:

COMMENCE AT AN AXEL SHAFT ON THE NORTHWESTERLY LINE OF LOT 18 AT THE INDIAN RIVER, AS SHOWN ON THE "PLAT OF GEORGIA TERRACE", SUBDIVISION, RECORDED IN PLAT BOOK 9, PAGE 38, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, THENCE RUN S.34°00'00"W., ALONG THE NORTHWESTERLY LINE OF LOT 18, 325.13 FEET TO A CONCRETE MONUMENT; THENCE RUN N.40°58'43"W., 315.45 FEET TO A CONCRETE MONUMENT ON THE SOUTHEASTERLY R/W LINE OF DIXON BOULEVARD EXTENDED EASTERLY; THENCE RUN N.34°05'17"E., ALONG SAID SOUTHEASTERLY R/W LINE, 100.00 FEET TO THE "POINT OF BEGINNING"; THENCE CONTINUE N.34°05'17"E., ALONG SAID SOUTHEASTERLY R/W LINE, 220 FEET, MORE OR LESS, TO AND INTO THE WATERS OF THE INDIAN RIVER; THENCE RETURN TO THE "POINT OF BEGINNING", AND RUN S.40°58'43"E., 105.15 FEET; THENCE RUN N.34°05'17"E., PARALLEL TO SAID SOUTHEASTERLY R/W LINE, 223.5 FEET, MORE OR LESS, TO AND INTO THE WATERS OF THE INDIAN RIVER; THENCE RUN NORTHWESTERLY, ALONG SAID WATERS, 105 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE FIRST COURSE OF THE HEREIN DESCRIBED LANDS;

TOGETHER WITH RIPARIAN, LITTORAL AND SHORE RIGHTS THEREUNTO BELONGING AND APPERTAINING;

SAID LANDS BEING SUBJECT TO THE R/W OF STATE ROAD NO. 515.

DESCRIPTION OF TRACT "A":

A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BEING A PORTION OF LOT 5 OF "ROBERT DIXON'S HOMESTEAD", RECORDED IN PLAT BOOK 1, PAGE 24 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON MARKER (NO IDENTIFICATION) WHICH MONUMENTS THE SOUTHWEST CORNER OF LOT 18 OF "GEORGIA TERRACE", RECORDED IN PLAT BOOK 9, PAGE 38 OF SAID PUBLIC RECORDS, THENCE RUN N.34°00'00"E., ALONG THE NORTH LINE OF SAID "GEORGIA TERRACE" AND ALONG THE SOUTH LINE OF AFORESAID LOT 5 OF "ROBERT DIXON'S HOMESTEAD", A DISTANCE OF 104.92 FEET TO THE "POINT OF BEGINNING"; THENCE N.40°58'43"W., ALONG AN EAST LINE OF LANDS DESCRIBED IN O.R. 248, PAGE 345 OF SAID PUBLIC RECORDS, A DISTANCE OF 315.45 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF DIXON'S BOULEVARD (A 100 FOOT WIDE RIGHT OF WAY); THENCE N.34°05'17"E., ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 100 FEET; THENCE S.40°58'43"E., PARALLEL WITH THE AFORESAID EASTERLY LINE OF O.R. 248, PAGE 345, A DISTANCE OF 190.68 FEET; THENCE S.39°02'29"W., A DISTANCE OF 15.35 FEET; THENCE S.12°07'00"E., A DISTANCE OF 168.85 FEET TO THE "POINT OF BEGINNING"; CONTAINING 0.538 ACRES.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, LIMITATIONS AND / OR RIGHTS OF WAY OF RECORD.

SURVEY NOTES:

1. THE BEARING STRUCTURE OF THIS SURVEY IS BASED ON THAT DEED RECORDED IN O.R. 1156, PAGE 157. SPECIFICALLY, THE RIGHT OF WAY LINE OF DIXON BOULEVARD = A BEARING OF N.34°05'17"E.
2. THE TRACTS DESCRIBED WERE DETERMINED TO LIE WITHIN FLOOD ZONE "X" PURSUANT TO FIRM #12009C0290 E, DATED APRIL 3, 1989. ZONE "X" = "THOSE AREAS DETERMINED TO LIE OUTSIDE THE 500 YEAR FLOOD PLAIN" PURSUANT TO FEMA MAP NOTATIONS.
3. A RECORDED / DEDICATED RIGHT OF WAY FOR INDIAN RIVER DRIVE IS UNKNOWN. IT IS THEREFORE ASSUMED THIS RIGHT OF WAY IS PRESCRIPTIVE IN THIS AREA. ACCORDINGLY, THE TRACT DESCRIBED IS SUBJECT TO THIS RIGHT OF WAY AND ANY UTILITY, DRAINAGE, MAINTENANCE AND / OR OTHER RIGHTS ASSOCIATED WITH THIS ROADWAY.
4. THE TRACT AREA DEPICTED INCLUDES THOSE LANDS BEING USED FOR INDIAN RIVER DRIVE.
5. THE SHORELINE DEPICTED IS AN APPROXIMATION BASED ON OBSERVATION OF ONGOING FILL OPERATIONS TO REPAIR HURRICANE EROSION (10/18/99). IT IS NOT INTENDED TO DEPICT / REPRESENT THE MEAN WATER LINE AS DETERMINED BY THE REQUIREMENTS / SPECIFICATIONS OF THE FLORIDA DEPARTMENT OF ENVIROMENTAL PROTECTION.
6. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A CURRENT TITLE POLICY AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, LIMITATIONS AND / OR RIGHTS OF WAY OF RECORD.

ENVIRONMENTAL CONCERNS:

DESIGNATIONS REPRESENT LOCATIONS / MARKINGS IN FIELD AS SET BY CLIENT'S ENVIRONMENTALIST.

"WL" = WETLAND LIMITS
"PEP" = BRAZILLIAN PEPPER LIMITS
"FERN" = FERN LIMITS

THE ELEVATIONS ASSOCIATED WITH ENVIRONMENTAL LABELS ARE EXISTING AND BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929.

GENERAL NOTES:

A) CORNERS / POINTS DESIGNATED AS "SET" REPRESENT IRON RODS WITH A RED PLASTIC CAP OR METAL DISKS STAMPED "PACKARD / LS #3867".

B) ONLY VISIBLE, ABOVE-GROUND IMPROVEMENTS AND UTILITIES WERE LOCATED (UNLESS OTHERWISE NOTED). FOUNDATIONS, FOOTERS, SPRINKER SYSTEMS, SEPTIC SYSTEMS, UTILITY CONNECTIONS AND / OR OTHER SUB-SURFACE IMPROVEMENTS WERE NOT LOCATED.

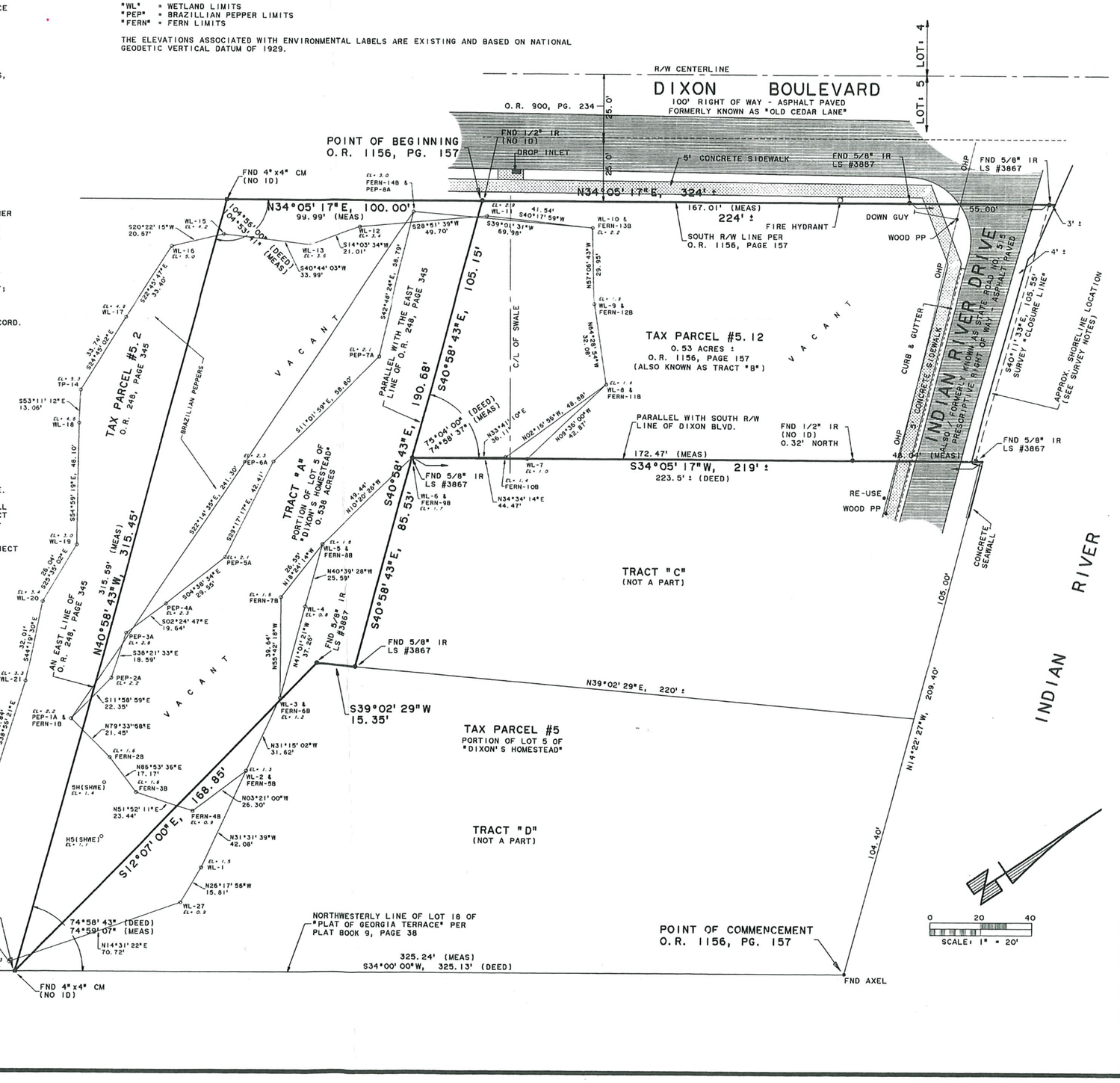
C) DIMENSIONS FROM PROPERTY LINES OR STRUCTURES TO FENCES REPRESENT DISTANCES TO THE EXTERIOR FACE OR FABRIC SIDE OF FENCE. FENCE WIDTHS, INDIVIDUAL POSTS AND GATE LOCATIONS ARE NOT DEPICTED. FENCE OWNERSHIPS AND / OR RIGHTS ARE UNKNOWN / NOT DETERMINED.

D) EASEMENTS DEPICTED (IF ANY) ARE PURSUANT TO THE SUBDIVISION RECORD PLAT, DEED OR AS PROVIDED.

E) UNLESS OTHERWISE NOTED, THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A CURRENT TITLE POLICY AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND / OR RIGHTS OF WAY OF RECORD. THIS SURVEY DOES NOT WARRANT TITLE.

LEGEND OF ABBREVIATIONS:

%T	= NAIL & TIN-TAB	RAD	= RADIUS OF CURVE	WLP	= WOOD LIGHT POLE
%D	= NAIL & DISK	DEL	= CENTRAL ANGLE OF CURVE	OHP	= OVERHEAD POWER
IR	= IRON ROD	ARC	= LENGTH OF CURVE	DG	= DOWN GUY
CM	= CONCRETE MONUMENT	PU	= PUBLIC UTILITY (EASEMENT)	TEL	= TELEPHONE FACILITY
PCP	= PERMANENT CONTROL POINT	D	= DRAINAGE (EASEMENT)	WTR	= METER (ELECTRIC / WATER)
PRM	= PERMANENT REFERENCE MONUMENT	C/	= CENTERLINE	A/C	= AIR CONDITIONING UNIT
PRC	= POINT OF REVERSE CURVATURE	R/W	= RIGHT OF WAY	CBS	= CONCRETE BLOCK STRUCTURE
PCC	= POINT OF COMPOUND CURVATURE	P/L	= PROPERTY LINE	CONC	= CONCRETE
PI	= POINT OF INTERSECTION	FND	= FOUND (FOR MONUMENTATION)	FH	= FIRE HYDRANT
PC	= POINT OF CURVATURE	SET	= PLACED MONUMENTATION	EP	= EDGE OF PAVEMENT
PT	= POINT OF TANGENCY	CTV	= CABLE TELEVISION FACILITY	C&G	= CURB & GUTTER
LS	= LAND SURVEYOR	ELEC	= ELECTRIC FACILITY	C.L.	= CHAIN LINK (FENCE)
LB	= LAND SURVEYING BUSINESS	WPP	= WOOD POWER POLE	ID	= CORNER IDENTIFICATION



I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND THAT IT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS AND MAPPERS IN CHAPTER #61G17-6, F.A.C., PURSUANT TO SECTION #472.027, FLORIDA STATUTES (SUBJECT TO NOTES).

ROBERT M. PACKARD, PSM
REG. FLORIDA SURVEYOR & MAPPER #3867

NOT VALID WITHOUT ORIGINAL SIGNATURE AND EMBOSSED WITH SURVEYOR'S SEAL

r.m. packard & assoc., inc.
surveying & mapping
1013 ROCKLEDGE DRIVE
ROCKLEDGE, FLORIDA 32955
TEL (407) 632-6335 • FAX (407) 631-7392
FLORIDA CORPORATE CERTIFICATE #849

PREPARED FOR AND CERTIFIED TO THE EXCLUSIVE USE OF:

BOUNDARY SURVEY FOR:

JULIE J. MEYER

FIDELITY FEDERAL BANK & TRUST
SPACE COAST TITLE COMPANY
COMMONWEALTH LAND TITLE INSURANCE COMPANY

7/1/04 WETLAND LOCATIONS
6/14/02 BOUNDARY 99-464-2

DRAWN BY: STG
CHK'D BY: RMP
DATE: 10/18/99
DWG #: D-2418
NOTES: FILES
JOB #: 99-464

SHEET 1 OF 1

Application # PZ - 21 - 02100001

Serving the Community

ZONING MAP AMENDMENT APPLICATION (MAP ONLY)

Community Services Department
Planning and Zoning Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8535
Fax: (321) 433-8543
Web: http://www.cocoafl.org

This form is divided into steps, which will help you prepare your application, provide supplemental items, and prepare for the Planning & Zoning Board and City Council hearings. A pre-application meeting with Staff is **required**.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Existing Zoning Category:** ESTATE USE (3 STORIES/LOT)
2. **Proposed Zoning Category:** RU-2-15 (OR FOUR UNITS OR 4 STORIES)
3. **Existing Future Land Use Category:** _____
4. **Proposed Future Land Use Category** (*if applicable*): _____
5. **Applicant Information:** * *NOTE: Applicant is the main contact, who must attend the meeting!*

   Company (if applicable): PRIVATE PROPERTY DEV. AND CAREY PROPERTIES LLC
   Name: ALECK GREENWOOD (EQUAL PARTNER)
   Mailing Address: P.O. BOX 1077
   City: COCOA State: FLA Zip Code: 32923
   Phone #: (321) 917-3770 Fax #: (321) 632-0527
   Mobile #: (321) 917-3770 E-mail: GREENWOOD2@CFL.RR.COM

6. **Property Owner Information:** * *Check here if same as Applicant* → ☐
   * *If more than one owner, attach additional sheet with names and addresses.*

   Company (if applicable): CAREY PROPERTIES LLC (EQUAL PARTNER)
   Name: JIM MILLER (EQUAL PARTNER)
   Mailing Address: 12466 KNOCKUP DRIVE
   City: FULTON State: MD Zip Code: 20759
   Phone #: (443) 812-4569 Fax #: _____
   Mobile #: (443) 812-4569 E-mail: JIMMILLER1019@YAHOO.COM

7. **Property Information:**

Street Address and Location: DIXON BLVD & INDIAN RIVER RD

Parcel ID: * *If more than two Parcel IDs, attach additional sheet with Parcel IDs.* COCOA

24-36-21-BM-*5□□□.□-□□□□.□□

□□-□□-□□-□□-□□□□□.□-□□□□.□□

Tax Account Numbers: * *If more than two Tax Account #s, attach additional sheet with Tax Account #s.*

2416870 □□□□□□□

Land Area: 23,958.8 S.F. square feet or .55 ACRES acres

Existing Use(s) on Property: VACANT LAND

Proposed Use(s) on Property: RUNS (OR) FOUR UNITS

8. **Please submit the following items in order complete the application:**

a. ☑ **Notarized application.**

b. ☑ **List of owners within 500 feet.** A "radius map package" from Brevard County containing a certified mailing list with mailing labels and a map of all property owners of record who reside within a 500-foot radius of the subject property is required for public notice. It is the applicant's responsibility to obtain these materials from the following for a nominal fee:

Brevard County Planning and Zoning, Attn: Graphics.
Brevard County Government Center, Building A
2725 Judge Fran Jamieson Way
Viera, FL 32940
Phone: (321) 633-2060 Fax: (321) 633-2152

c. ☐ **Petition.** Complete the Zoning Map Amendment petition form. A sample "Petition" form is available from the City.

d. ☐ **Application fee.** Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal. See Schedule of Fees, Charges and Expenses for applicable fees.

e. ☐ **Proof of ownership.** A copy of the most recent recorded warranty deed is required.

f. ☑ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf. A sample "Letter of Authorization" form is available from the City.

g. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

h. ☐ **Certified boundary survey.** Submit a certified survey showing all existing structures and all proposed structures.

i. ☐ **Legal description.** Submit a typed copy of the legal description. It may be submitted on a computer disk or by e-mail.

j. ☐ **Accurate site plan.** Submit 10 copies (folded to about 8-1/2 x 11") of a plan drawn to scale and showing the required site plan elements can found in **10**. The site plan shall not be smaller than 11 x 17".

k. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

9. **Application filing deadline.** The application filing deadline is on the first Friday of each month at 5:00 pm for public hearings that are held in the following month. For Zoning Map Amendment applications that are submitted concurrently with other applications, the earlier filing deadline shall apply.

10. **Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Planning and Zoning Division.

Public hearings process information – please read this!

11. **Dates and locations of public hearings.** All zoning map amendments require one hearing in front of the Planning & Zoning Board and two hearings in front of the City of Cocoa Council. All regularly scheduled Planning & Zoning Board hearings are held on the second Wednesday of each month at 6:00 pm in the Cocoa City Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified. All regularly scheduled City of Cocoa Council meetings are held on the second and fourth Tuesday of each month at 7:00 pm in the Cocoa City Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

12. **Board types.** The Planning & Zoning Board is an advisory board to the City Council and therefore is only authorized to make recommendations. City Council is an authoritative body and is able to make binding decisions.

13. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the application. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

14. **Preparing for the public hearings.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the application request. The City assumes no responsibility or liability relating to the applicant's failure to research and know all applicable laws including, but not limited to state, federal, and city laws, codes, land development regulations, and the comprehensive plan.

15. **Exhibits at public hearings.** If photographs, documents, maps or other materials are provided to the Board/Council as evidence at the public hearing, the applicant must leave those instruments with the Recording Secretary. By law those instruments automatically become part of the public records and cannot be returned to the applicant.

16. **Witnesses at public hearings.** For the purposes of making a decision on the application, the Board/Council shall only consider testimony of qualified witnesses. A witness is determined by the Board/Council and is generally based on:
    a. The witness has personal knowledge of the fact in which the witness will testify; and/or
    b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:
        1. *Layman witness:* Testimony of a witness other than an expert witness is qualified only if:
            - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.
            - The opinions and inferences do not require any special knowledge, skill experience or training.
        2. *Expert witness.* Testimony of an expert witness is qualified only if:
            - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.
            - The witness is adequately qualified to express an opinion on the matter.

17. **Planning & Zoning Board vs. City Council actions.** If the Planning & Zoning Board finds that the facts presented in the matter justify approval, it may recommend to approve the request, or a portion thereof, and it may specify any conditions deemed necessary to preserve the intent of the City of Cocoa Code. If the Board finds that the facts presented do not justify approval, it may recommend to deny the request and will specify the reasons for denial. A decision is usually made at the same meeting that the hearing is held. Regardless of the outcome, the application will be forwarded to the City Council for consideration where a final decision can be made.

18. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard. I, Aleck Greenwood being first duly sworn, depose and say that:

☐ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☑ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this application and applicable petition, and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

(APPLICANT SIGNATURE) ALECK GREENWOOD (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of I.D. Produced _____

Notary Public State of Florida
Torri Edwards
My Commission GG 139371
Expires 08/29/2021

Torri Edwards
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 29 day of April, 20 21

FOR OFFICE USE ONLY

Fee of $ 500.- in cash ☐ or check ☑ (No. 8517) payable to the "City of Cocoa".

Receipt Number: _____

Date: 4-29-21

Signature from Planning & Zoning Division: _____

ZONING MAP AMENDMENT PETITION

TO: City of Cocoa Council

I, the undersigned, hereby petition the City of Cocoa Council for a zoning map amendment as specified below:

In order to approve a zoning map amendment, the Planning & Zoning Board and City Council must consider and study the criteria listed below (as described in Appendix A, Article XXII, Section 1 (G)(1) of the City of Cocoa Code). Please provide your consideration of the following criteria and any pertinent data and evidence that may be useful to the Planning & Zoning Board and City Council. Use extra sheets if necessary.

a. **Whether or not the proposed change is contrary to the established land use pattern.**

WILL NOT CHANGE THE ESTABLISHED LAND USE PATTERN.

RU 2ND ZONING EXISTS ACROSS STREET AND 3 STORY APARTMENT BUILDINGS

b. **Whether or not the proposed change would create an isolated district unrelated to adjacent and nearby districts.**

WILL NOT CREAT AN ISOLATED DISTRICT.

RU2ND ZONING EXISTS ACROSS STREET AND THREE STORY APARTMENT BUILDINGS

c. **Whether or not the proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.**

will not alter the population density of four additional residences.

d. **Whether or not existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.**

will not change existing conditions on other properties

e. **Whether or not the proposed change would be contrary to the land use plan and would have an adverse effect on the comprehensive plan.**

will not have an adverse effect to the comprehensive plan.

f. **Whether or not changed or changing conditions make the passage of the proposed amendment necessary.**

CURRENT SHORTAGE OF NEW RESIDENTIAL HOUSING WILL BE A WELCOMED SOLUTION

g. **Whether or not the proposed change will adversely influence living conditions in the neighborhood.**

PROPOSED CHANGE WILL BE A POSITIVE INFLUENCE FOR THE NEIGHBORHOOD

h. **Whether or not the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.**

WILL NOT INCREASE TRAFFIC CONGESTION.

i. **Whether or not the proposed change will create a drainage problem.**

WILL NOT CREATE A DRAINAGE PROBLEM

j. **Whether or not the proposed change will seriously reduce light and air to adjacent areas.**

WILL NOT REDUCE LIGHT OR AIR TO ADJACENT AREAS

k. **Whether or not the proposed change will adversely affect property values in the adjacent areas.**

WILL INCREASE PROPERTY VALUES TO ADJACENT AREAS.

l. **Whether or not the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.**

WILL BE AN IMPROVEMENT TO ADJACENT PROPERTY.

m. **Whether or not the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.**

WILL NOT CONSTITUTE A GRANT OF SPECIAL PRIVILEDGE DUE TO EXISTING CURRENT ZONING ACROSS THE STREET IS SIMILAR FOR THIS PROJECT.

n. **Whether or not there are substantial reasons why the property cannot be used in accord with existing zoning.**

DEVELOPMENT COSTS TO CORRECT CITY ROAD THAT IS BELOW WATER LEVEL AND PREVENTS PROPER DRAINAGE.

o. **Whether or not the change suggested is out of scale with the needs of the neighborhood.**

ZONING CHANGE REQUEST EXISTS ACROSS THE STREET.

p. **Whether or not the it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.**

ZONING CHANGE REQUEST EXISTS ACROSS THE STREET.

Applicant's Signature _____ Date 4-29-21

Applicant's Printed Name Alex Greenwood

If there are any questions contact the Planning and Zoning Division, City Hall, 65 Stone Street, Cocoa, FL 32922.

Community Services Department
Planning & Zoning Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8535 I Fax: (321) 433-8543

COURTESY NOTICE OF PUBLIC HEARING
TO PROPERTY OWNERS WITHIN 500 FEET OF THE SUBJECT SITE

Carey Properties is petitioning the **Planning & Zoning Board** for the following item:

1. **PZ-21-0500001 – Small-Scale Comprehensive Plan Amendment (Dixon Four-Plex)**
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY .59 ACRES, MORE OR LESS, LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH INDIAN RIVER DRIVE AND DIXON BOULEVARD, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE DESIGNATION OF THE REAL PROPERTY FROM VERY LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL, PROVIDED THAT THE MAXIMUM DENSITY ALLOWABLE SHALL BE EIGHT (8) DWELLING UNITS PER ACRE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT. NUMBER :24-36-21-BM-*-5 FROM BREVARD COUNTY PROPERTY APPRAISER RECORDS.

2. **PZ-21-02100001 – Zoning Map Amendment (Dixon Four-Plex)**
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATIION OF ONE (1) PARCEL OF REAL PROPERTY, APPROIMATELY .59 ACRES, MORE OR LESS, LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH INDIAN RIVER DRIVE AND DIXON BOULEVARD IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCBRIED ON EXHIBIT "A" ATTACHED HERETO; FROM RE (RESIDENTIAL ESTATE) TO RU-2-15 (MULTIPLE-FAMILY DWELLING DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. NUMBER :24-36-21-BM-*-5 FROM BREVARD COUNTY PROPERTY APPRAISER RECORDS.

The Board will hold a public hearing on this request at 6:00 p.m. on Wednesday, **September 7, 2022.**

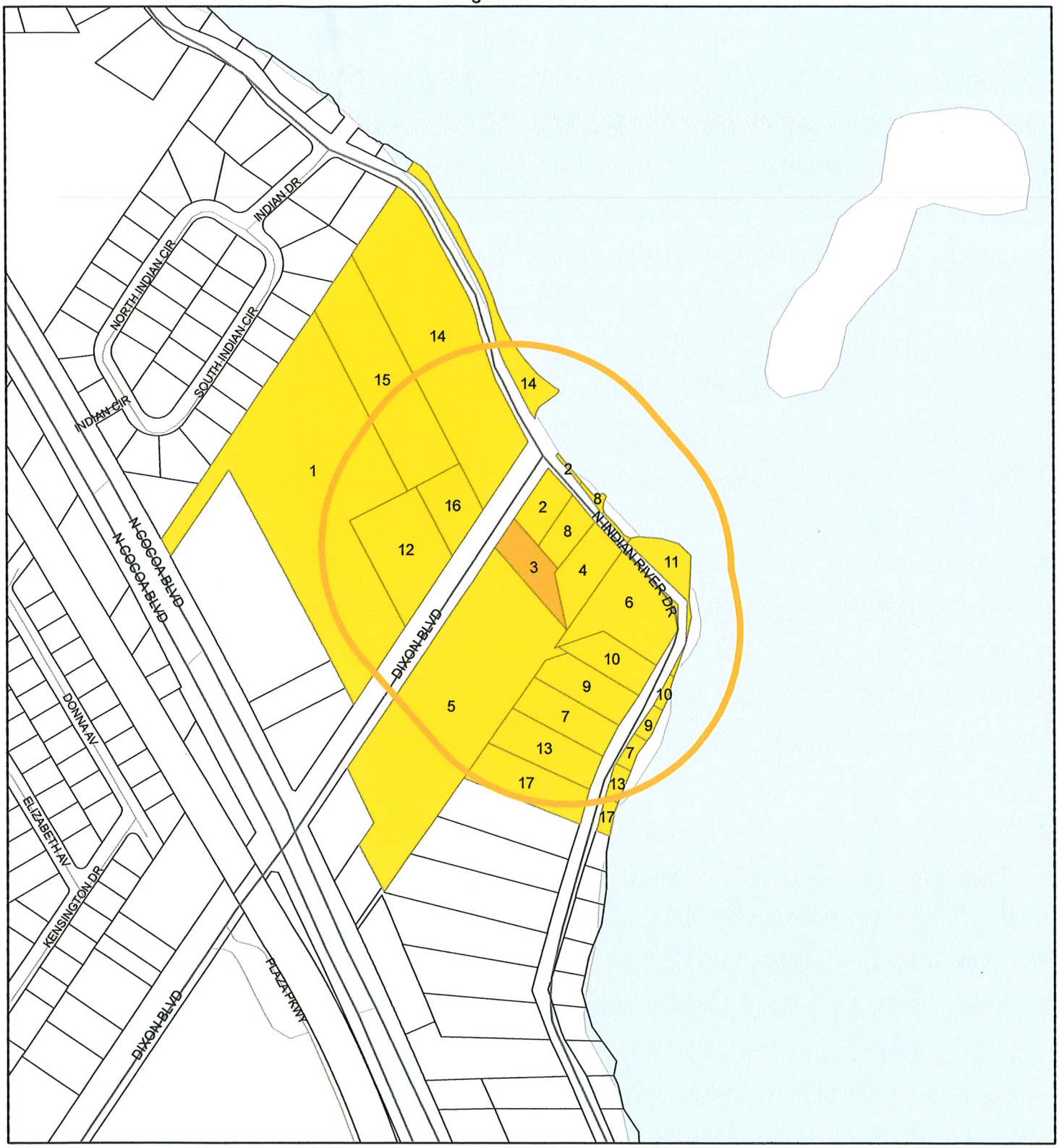
in the City of Cocoa Council Chambers located at 65 Stone Street, Cocoa, Florida. All interested parties are invited to attend and will be heard if desired.

Angela Essing, Growth and Economic Development Director

RADIUS MAP

GREENWOOD, ALECK

greenwood500



N

W E

S

1:4,800 or 1 inch = 400 feet

Buffer Distance: 500 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Buffer

Subject Property

Notify Property

Parcels

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0005380128
Pymt Method Invoice
Net Amount 579.57

Run Times: 1

No. of Affidavits: 1

Run Dates: 08/23/22

Text of Ad:

AD#5380128 8/23/2022

CITY OF COCOA NOTICE OF PUBLIC HEARING, COMPREHENSIVE PLAN MAP AND ZONING MAP AND TEXT AMENDMENTS
NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING:

1. PZ-20-0200003 – Arbours At Cocoa Landing – Large-Scale Site Plan Approval Extension CONSIDERATION OF AN EXTENSION OF THE DURATION OF SITE PLAN APPROVAL FOR THE ARBOURS AT COCOA LANDING LARGE SCALE SITE PLAN PREVIOUSLY APPROVED ON DECEMBER 15, 2020 TO DECEMBER 15, 2022.

2. PZ-21-0500001 – Small-Scale Comprehensive Plan Amendment (Dixon Four--Plex)
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY .59 ACRES, MORE OR LESS, LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH INDIAN RIVER DRIVE AND DIXON BOULEVARD, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE DESIGNATION OF THE REAL PROPERTY FROM VERY LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL, PROVIDED THAT THE MAXIMUM DENSITY ALLOWABLE SHALL BE EIGHT (8) DWELLING UNITS PER ACRE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT. NUMBER :24-36-21-BM-*-5 FROM BREVARD COUNTY PROPERTY APPRAISER RECORDS.

3. PZ-21-02100001 – Zoning Map Amendment (Dixon Four-Plex)
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATIION OF ONE (1) PARCEL OF REAL PROPERTY, APPROIMATELY .59 ACRES, MORE OR LESS, LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH INDIAN RIVER DRIVE AND DIXON BOULEVARD IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCBRIED ON EXHIBIT "A" ATTACHED HERETO; FROM RE (RESIDENTIAL ESTATE) TO RU-2-15 (MULTIPLE-FAMILY DWELLING DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. NUMBER :24-36-21-BM-*-5 FROM BREVARD COUNTY PROPERTY APPRAISER RECORDS.

4. PZ 22-00200003 – Large Scale Site Plan (Diamondback Marine Division)
CONSIDERATION OF A LARGE-SCALE SITE PLAN (DIAMONDBACK MARINE DIVISION) CONSISTENT WITH APPENDIX A, ZONING, ARTICLE XI, SECTION 19, M-2 ZONING, TO ALLOW FOR THE CONSTRUCTION OF TWO (2) INDUSTRIAL MANUFACTURING BUILDINGS TOTALING 210,000 SQUARE FEET IN TWO (2) PHASES AND ASSOCIATED INFRASTRUCTURE ON A ±29.25-ACRE SITE. PARCEL ID NUMBER: 24-35-12-00-506 FROM BREVARD COUNTY RECORDS.

5. PZ 22-00200001 – Large Scale Site Plan (Orchid Lake)
CONSIDERATION OF A LARGE-SCALE SITE PLAN (ORCHID LAKE) CONSISTENT WITH APPENDIX A, ZONING, ARTICLE XI, SECTION 5, RU-2-15, AND RESOLUTION

2022-032, TO ALLOW FOR THE CONSTRUCTION OF FOUR (4) APARTMENT BUILDINGS CONSISTING OF 90-UNITS OF AFFORDABLE MULTIFAMILY RENTAL HOUSING WITH RELATED FACILITIES AND ASSOCIATED INFRASTRUCTURE ON A ±7.63-ACRE SITE. PARCEL ID NUMBER: 24-36-20-00-289 FROM BREVARD COUNTY RECORDS.

6. Planning User Charges and Fee Ordinance –
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, REPEALING APPENDIX A, ZONING, ARTICLE XX OF THE ZONING ORDINANCE OF THE CITY OF COCOA; REPEALING THE SCHEDULE OF FEES, CHARGES AND EXPENSES TO BE PAID TO THE CITY UPON RECEIPT OF PLANNING AND ZONING RELATED APPLICATIONS CONTAINED THEREIN; PROVIDING FOR THE ADOPTION OF FUTURE PLANNING AND ZONING FEE SCHEDULES BY RESOLUTION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD ON
September 7th, 2022
AT 6:00 P.M. OR SOON THEREAFTER

CITY COUNCIL PUBLIC HEARING ON ITEMS 2, 3, AND 6 ONLY WILL BE HELD ON
September 27, 2022
AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. 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.
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 BOA, P&Z Board/LPA or 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.
The BOA or PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.
Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.
Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

Special Information for Quasi-Judicial Hearings:

Any person that (1) can demonstrate that they may suffer special damages different in kind and degree from that of the general public at large; and (2) wishes to present factual or expert witnesses and/or evidence at the quasi-judicial hearing is highly encouraged to immediately contact Sandra Leone, City Planner, at (321) 433-8535 or sleone@cocoafl.org, to make proper arrangements for presentation of witnesses and/or evidence. All witnesses should be identified

dence. All witnesses should be identified and all evidentiary documents and exhibits that are intended to be distributed to the BOA, P&Z/LPA and City Council should be submitted to Mrs. Leone via email or mail at least three (3) days prior to the hearing.

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CITY OF COCOA
NOTICE OF PUBLIC HEARING
THE COCOA CITY COUNCIL
PROPOSES TO CONSIDER
THE FOLLOWING:

1. **Ordinance 13-2022 Planning User Charges and Fee Ordinance**
SECOND READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, REPEALING APPENDIX A, ZONING, ARTICLE XX OF THE ZONING ORDINANCE OF THE CITY OF COCOA; REPEALING THE SCHEDULE OF FEES, CHARGES AND EXPENSES TO BE PAID TO THE CITY UPON RECEIPT OF PLANNING AND ZONING RELATED APPLICATIONS CONTAINED THEREIN; PROVIDING FOR THE ADOPTION OF FUTURE PLANNING AND ZONING FEE SCHEDULES BY RESOLUTION.

2. **Ordinance 06-2022 Large Scale Comprehensive Plan Text Amendment**
SECOND READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; CORRECTING A SCRIVENER'S ERROR IN FIGURE FLU-1 SET FORTH IN THE FUTURE LAND USE ELEMENT TO PROVIDE THE RU 2-10 ZONING DISTRICT IS ONLY AN ALLOWABLE ZONING DISTRICT IN THE LOW DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY; PROVIDING DATA AND ANALYSIS AND THE LEGAL BASIS SET FORTH IN THE RECITALS TO SUPPORT THE PROPOSED COMPREHENSIVE AMENDMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

3. **Ordinance 11-2022 Comprehensive Plan Future Land Use Map Amendment**
SECOND READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY 0.59 ACRES, MORE OR LESS, LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH INDIAN RIVER DRIVE AND DIXON BOULEVARD, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE DESIGNATION OF THE REAL PROPERTY FROM VERY LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL, PROVIDED THAT THE MAXIMUM DENSITY ALLOWABLE SHALL BE EIGHT (8) DWELLING UNITS PER ACRE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

4. **Ordinance 12-2022 Zoning Map Amendment**
SECOND READING: 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 PROPERTY, APPROXIMATELY 0.59 ACRES, MORE OR LESS, LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH INDIAN RIVER DRIVE AND DIXON BOULEVARD IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM RE (RESIDENTIAL ESTATE) TO RU-2-15 (MULTIPLE FAMILY DWELLING DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

CITY COUNCIL WILL CONSIDER ITEMS 1, 2, 3, AND 4 ON October 25, 2022 AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting: City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
These documents and information pertaining to the above may also be inspected at the Community Services Department, between 9:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.
Interested parties are invited to attend this public meeting in person. Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:
(1) https://tinyurl.com/s5e875r or
(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody

However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.
Interested parties may also submit their written comments or questions regarding the meeting prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda. Any electronic comments submitted will be made part of the meeting record. Written comments may also be mailed to City of Cocoa, Planning & Zoning Manager, 65 Stone Street, Cocoa, Florida 32922. Written comments or questions not relevant to the Council meeting agenda will not be made part of the meeting record but will be maintained as public record.
This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. 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 . 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.

The City Council reserves the right to continue or postpone hearings to a date certain without re-advertising.

Legislation Details (With Text)

File #:	22-638	**Version:** 1	**Name:**		
Type:	Ordinance		**Status:**	Public Hearing	
File created:	10/18/2022		**In control:**	City Council	
On agenda:	10/25/2022		**Final action:**		
Title:	SECOND READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 8 - COMMUNITY REDEVELOPMENT; ADOPTING AN AMENDMENT TO THE COCOA REDEVELOPMENT AGENCY REDEVELOPMENT PLAN TO AUTHORIZE THE CITY AND AGENCY TO ESTABLISH AND IMPLEMENT A COMMUNITY POLICING PROGRAM; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	ORDINANCE NO. ___-2022 Amending the CRA PLAN.pdf Exhibit A- Community Policing.pdf Cocoa CRA Community Redevelopment Plan.pdf Notice of Public Hearings for the CRA Redevelopment Plan Update 2022.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 18, 2022
Agenda Date: October 18, 2022
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
SECOND READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 8 - COMMUNITY REDEVELOPMENT; ADOPTING AN AMENDMENT TO THE COCOA REDEVELOPMENT AGENCY REDEVELOPMENT PLAN TO AUTHORIZE THE CITY AND AGENCY TO ESTABLISH AND IMPLEMENT A COMMUNITY POLICING PROGRAM; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

BACKGROUND:

In 1981, the Cocoa City Council adopted Ordinance No. 10-81 creating the Cocoa Redevelopment Agency. In 1982, the Cocoa City Council adopted Ordinance No. 28-82 approving the Cocoa Redevelopment Plan, prepared by Glatting, Sellen, Lopez, Anglin. In March of 1997, the Cocoa City Council adopted Ordinance No. 27-97, adopting and amending the Cocoa Redevelopment Plan, prepared by Design West Studios. In 2008, the Cocoa Community Redevelopment Agency (CRA)

approved the Cocoa Waterfront Master Plan, prepared by Glatting, Jackson, Lopez, Anglin. In June 2018, the Cocoa CRA approved the Five-Year Cocoa Waterfront Master Plan Update. In October 2018, the Cocoa CRA and City Council approved the Cocoa CRA Plan Update.

The Cocoa CRA has accomplished several goals and objectives in the past 41 years, including Riverfront Park, the dredged basin, renovated boat launch platforms, the purchase of land for redevelopment, the US 1 and Florida Avenue Streetscape Projects, the Riverfront Pedestrian Connector, reconstructing the boat ramp and creation of the Cocoa Village entryway. It has been four years since the Plan has been amended. Given the extensive level of projects currently proposed for completion, with the recent 2018 Cocoa Waterfront Masterplan Update, it is prudent to review, update and amend the 1997 Cocoa Redevelopment Plan to reflect current conditions, challenges, future projects and opportunities to implement the Agency Mission.

Under the Community Redevelopment Act of 1969 ("Act"), the procedural requirements governing the modification of redevelopment plans are governed by Section 163.361, Florida Statutes. In the case of the Agency, which again was established in 1981 prior to Brevard County adopting a home rule charter, the following procedures will apply:
The Plan, and any modifications thereto, must meet the substantive plan requirements set forth in the Act. See §§ 163.360, 163.362, Fla. Stat. SS 163.360, 163.362, Fla. Stat.
Upon completion of the draft Plan modifications, the Agency staff is required and shall present the draft to the Agency for preliminary review and comment. When the Agency is satisfied with the draft Plan modifications, the Agency should direct Agency staff to request that the Cocoa Planning and Zoning Board, the City's Land Planning Agency ("LPA"), consider the proposed Plan modifications for conformance with the City's Comprehensive Plan because the Act requires that the Plan be consistent with the City's Comprehensive Plan. See §163.360(2)(a), Fla. Stat.

At the Planning and Zoning Meeting on September 7, 2022, Board Members approved the draft Plan Update with one request. They requested that the times noted of 10:00pm - 3:00am for the enhanced law enforcement, be modified to say, “one hour after bar closing times”. Should the Agency agree with this statement, Staff will make the necessary changes to the Plan Update and Ordinance as necessary.

The City Council (the "governing body" under the Act) will then consider adopting the ordinance and Plan modifications in accordance with the ordinance adoption procedures stated above. See also §163.346, Fla. Stat. (requiring the governing body to provide public notice of the proposed action pursuant to s. 166.041(a}, Fla. Stat.).

Notice was sent to the taxing authorities prior to the meeting as required by Florida Statute 163.346. The mailed notice was sent prior to the first reading of the ordinance, and the notice should advise the taxing authorities of the scheduled City Council meeting dates for both the first and second readings. This letter was mailed out on August 15, 2022, via certified mail.

The Plan

The 2022 Cocoa CRA Redevelopment Plan Update is related only to incorporating a community policing program. Generally, the Update includes the following language related to Community Policing Initiatives:

The scope of the Cocoa Redevelopment Community Policing Program ("Program") will include additional police presence in the Cocoa Downtown Community Redevelopment Area including the Cocoa Riverfront Park and waterfront area ("Downtown Area"). The primary focus of the Program will be to ensure that residents, customers, visitors, and merchants and their employees consider Downtown Cocoa to be a safe and welcoming environment to patronize and conduct business and recreate. The intent and purpose of this Program is to proactively enhance the current level of police patrol and provide a more personal level of service by providing a direct liaison between the Agency Board/Downtown community and the Cocoa Police Department. It is expected that police officers will be assigned to permanent areas of responsibility and shift details to maximize the effectiveness of the Program. Police officers will work to proactively form partnerships with residents and businesses to jointly promote crime prevention, prevent disorder and improve public safety by addressing specific issues indigenous to the Downtown Area.

The full FINAL Plan is attached as Exhibit B and the modifications are located on pages 49-50.

STRATEGIC PLAN CONNECTION:

Public Safety and Community Standards - implement proactive community-based solutions to build strong community relations.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

Approved at the October 11, 2022 City Council Meeting - First Reading

RECOMMENDED MOTION:

SECOND READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 8 - COMMUNITY REDEVELOPMENT; ADOPTING AN AMENDMENT TO THE COCOA REDEVELOPMENT AGENCY REDEVELOPMENT PLAN TO AUTHORIZE THE CITY AND AGENCY TO ESTABLISH AND IMPLEMENT A COMMUNITY POLICING PROGRAM; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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ORDINANCE NO. 14 **-2022**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 8 – COMMUNITY DEVELOPMENT; ADOPTING AN AMENDMENT TO THE COCOA REDEVELOPMENT AGENCY REDEVELOPMENT PLAN TO AUTHORIZE THE CITY AND AGENCY TO ESTABLISH AND IMPLEMENT A COMMUNITY POLICING PROGRAM; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa created the Cocoa Redevelopment Agency ("Agency") in accordance with the Community Redevelopment Act of 1969, which enactment is codified in the Florida Statutes as Part III of Chapter 163, Sections 163.330 through 163-450 ("Act") and as more specifically set forth in Chapter 8 of the City Code; and

WHEREAS, pursuant to Section 163.361, Florida Statutes, if it becomes necessary or desirable to amend or modify the Agency's Redevelopment Plan, the City Council, as the governing body of the City to Cocoa, may amend such plan upon the recommendation of the Agency; and

WHEREAS, the Act authorizes a community redevelopment agency to engage in "community policing," which is defined under Section 163.340(23), Florida Statutes as a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol; and

WHEREAS, Section 163.387(6)(c)8., Florida Statutes provides that a community redevelopment agency may budget and appropriate from its tax increment trust fund for the development of community policing innovations; and

WHEREAS, after giving due consideration to the utilization of community policing innovations within the Agency's area of operation, the Agency proposed an amendment to the Redevelopment Plan, attached hereto as **EXHIBIT "A,"** to authorize the City and Agency to establish and implement a Community Policing Plan as authorized under the Act; and

WHEREAS, pursuant to the Section 163.358(5), Florida Statutes, the City Council hereby finds that it has the power to approve the development of community policing innovations by the Agency; and

WHEREAS, the City Council and the Local Planning Agency reviewed the plan and found the proposed amendment to the Redevelopment Plan to be consistent with Section 163.360, Florida Statutes and the Comprehensive Plan; and

WHEREAS, the City Council desires to amend the Agency's Community Redevelopment Plan to include a Community Policing Program; and

WHEREAS, the City Council also finds that the Cocoa Downtown area is of vital economic and social importance to the City of Cocoa and is a local and regional focal point for community activities and future redevelopment and such area presents unique law enforcement issues and problems that can benefit from the development and implementation of community policing innovations as authorized by the Act; and

WHEREAS, the City and Agency have made, and continue to make, significant financial investments and policy decisions to redevelop and enhance the Downtown Area; and

WHEREAS, the development and implementation of community policing innovations will help preserve the City's and Agency's investment in the Downtown Area and ensure the long term viability and vibrancy of the Downtown Area as a distinct, attractive and safe place to live, work and visit; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this Ordinance serves a public purpose, is consistent with the Act and Comprehensive Plan, and is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Council of the City of Cocoa.

Section 2. **Code Amendment.** Chapter 8 – COMMUNITY DEVELOPMENT is hereby amended as follows (~~strikeout~~ type indicates deletions from the City Code and underlined type indicates additions), while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Chapter 8. It is intended that the text in Chapter 8 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance):

CHAPTER 8 – COMMUNITY DEVELOPMENT

***

Sec. 8-21. - Redevelopment plan approved.

The city council approved community redevelopment plan for the Cocoa Redevelopment Agency is the amended and restated Cocoa Community Redevelopment Agency Redevelopment Plan Update prepared by city staff and dated October 2018, as amended in September 2022 to authorize a community policing program. A copy the updated redevelopment plan referenced herein shall be maintained on file at city hall.

***

Sec. 8-33. - Powers.

The Cocoa Redevelopment Agency is vested with the following powers pursuant to Florida Statutes; Section 163.370.

(a) To make and execute contracts and other instruments necessary or convenient to the exercise of its powers under this division.

(b) To disseminate redevelopment information.

(c) To undertake and carry out community redevelopment projects and related activities within its area of operation, such projects to include:

1. Acquisition of a slum area or a blighted area or any portions thereof;
2. Demolition and removal of buildings and improvements;
3. Installation, construction, or reconstruction of streets, utilities, parks, playgrounds, and other improvements necessary for carrying out the community redevelopment plan;
4. Disposition of any property acquired in the community redevelopment area at its fair value for uses in accordance with the community redevelopment plan;
5. Carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements in accordance with the community redevelopment plan;
6. Acquisition of real property in the community redevelopment project area which, under the community redevelopment plan, is to be repaired or rehabilitated for dwelling use or related facilities, repair or rehabilitation of the structures for guidance purposes, and resale of the property;
7. Acquisition of any other real property in the community redevelopment area when necessary to eliminate unhealthful, unsanitary or unsafe conditions, lessen density, eliminate obsolete or other uses detrimental to the public welfare, or otherwise, to

remove or prevent the spread of blight or deterioration, or to provide land for needed public facilities;

8. Acquisitions, without regard to any requirement that the area be a slum or blighted area, of air rights in an area consisting principally of land in highways, railway tracks, bridge entrances or other similar facilities which have a blighting influence on the surrounding area and over which air rights sites are to be developed for the elimination of such blighting influences and for the provision of housing (and related facilities and uses) designed specifically for, and limited to, families and individuals of low or moderate income;

9. Construction of foundations and platforms necessary for the provision of air rights, sites of housing (and related facilities and uses) designed specifically for, and limited to, families and individuals of low or moderate income.

(d) To provide, or to arrange or contract for, the furnishings or repair by any person or agency, public or private, of services, privileges, works, streets, roads, public utilities or other facilities or in connection with a community redevelopment project; and to agree to any conditions that it may deem reasonable and appropriate attached to federal financial assistance and imposed pursuant to federal law relating to the determination of prevailing salaries or wages or compliance with labor standards, in the undertaking or carrying out of a community redevelopment project and related activities, and to include in any contract let in connection with such a project and related activities, provisions to fulfill such of said conditions as it may deem reasonable and appropriate.

(e) Within its area of operation:

1. To acquire by purchase, lease, option, gift, grant, bequest, devise, or otherwise except in eminent domain, any real property (or personal property for its administrative purposes) together with any improvements thereon;

2. To hold, improve, clear, or prepare for redevelopment any such property;

3. To mortgage, pledge, hypothecate, or otherwise encumber, or to dispose of any real property;

4. To insure or provide for the insurance of any real or personal property or operations of the county or municipality against any risks or hazards, including the power to pay premiums on any such insurance;

5. To enter into any contracts necessary to effectuate the purpose of this division.

(f) To invest any community redevelopment funds held in reserves or sinking funds or any such funds not required for immediate disbursement in property or securities in which savings banks may legally invest funds subject to their control; to redeem revenue bonds issued pursuant to this part at the redemption price established therein or to purchase

such bonds at less than redemption price, all such bonds so redeemed or purchased to be canceled.

(g) To borrow money and to apply for and accept advances, loans, grants, contributions, and any other form of financial assistance from the federal government, the state, county, or other public body, or from any sources, public or private, for the purposes of this division and to give such security as may be required and to enter into and carry out contracts or agreements in connection therewith; and to include in any contract for financial assistance with the federal government for or with respect to a community redevelopment project and related activities such conditions imposed pursuant to federal laws as the county or municipality may deem reasonable and appropriate and which are not inconsistent with the purposes of this division.

(h) Within its area of operation, to make or have made all surveys and plans necessary to the carrying out of the purposes of this part and with the consent of the city council to contract with any person, public or private, in making and carrying out such plans, which plans may include, but not be limited to:

1. Plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements;

2. Appraisals, title searches, surveys, studies, and other plans and work necessary to prepare for the undertaking of community redevelopment projects and related activities;

3. Plans for the enforcement of state and local laws, codes and regulations relating to the use of land and the use and occupancy of buildings and improvements and to the compulsory repair, rehabilitation, demolition, or removal of buildings and improvements.

(i) To develop, test, and report methods and techniques, and carry out demonstrations and other activities, for the prevention and the elimination of slums and urban blight and developing and demonstrating new or improved means providing housing for families and persons of low income.

(j) To apply for, accept, and utilize grants of funds from the federal government for such purposes.

(k) To prepare plans for and assist in the relocation of persons (including individuals, families, business concerns, nonprofit organizations and others) displaced from a community redevelopment area, and to make relocation payments to or with respect to such persons for moving expenses and losses of property for which reimbursement or compensation is not otherwise made, including the making of such payments financed by the federal government.

(l) To appropriate such funds and make such expenditures as may be necessary to carry out the purposes of this division.

(m) To close, vacate, plat or replat streets, roads, sidewalks, or other places.

(n) Within its area of operation, to organize, coordinate, and direct the administration of the provisions of this division, as they may apply to the city in order that the objective of remedying slum and blighted areas and preventing the causes thereof within the city, and to establish such offices in order to carry out such purposes most effectively.

(o) To acquire by eminent domain any real property together with any improvements thereon.

(p) Within its area of operation, to authorize and appropriate such funds and make such expenditures to establish and implement a community policing program with appropriate law enforcement agencies.

***

Section 3. Redevelopment Plan Amendment. The City Council, after having conducted a public hearing on the matter for the purpose of giving all interested persons an opportunity to express their views and having considered the recommendations of the Agency, Land Planning Agency and City Staff, hereby approves and adopts the amendment to the Cocoa Redevelopment Agency's Redevelopment Plan as set forth in the attached **EXHIBIT "A,"** which is fully incorporated herein by this reference. Said **EXHIBIT "A"** shall be considered a part of the official Redevelopment Plan of the Agency and shall be deemed to be in full force and effect for the Redevelopment Area.

Section 4. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. Incorporation Into Code. Section 2 of this Ordinance shall be incorporated into the City Code for the City of Cocoa, and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 25th day of October, 2022.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

COCOA REDEVELOPMENT AGENCY
DOWNTOWN COMMUNITY POLICING PROGRAM
SEPTEMBER 2022

SCOPE OF PROGRAM

The scope of the Cocoa Redevelopment Community Policing Program ("Program") will include additional police presence in the Cocoa Downtown Community Redevelopment Area including the Cocoa Riverfront Park and waterfront area ("Downtown Area"). The primary focus of the Program will be to ensure that residents, customers, visitors, and merchants and their employees consider Downtown Cocoa to be a safe and welcoming environment to patronize and conduct business and recreate. The intent and purpose of this Program is to proactively enhance the current level of police patrol and provide a more personal level of service by providing a direct liaison between the Agency Board/Downtown community and the Cocoa Police Department. It is expected that police officers will be assigned to permanent areas of responsibility and shift details to maximize the effectiveness of the Program. Police officers will work to proactively form partnerships with residents and businesses to jointly promote crime prevention, prevent disorder and improve public safety by addressing specific issues indigenous to the Downtown Area.

DEFINITION

The term "community policing" is defined under Section 163.340(23), Florida Statutes to mean a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol.

ANNUAL BUDGET AND APPROPRIATIONS

The Agency Board may, at its sole discretion, annually budget and appropriate funds to implement the Program. During the Agency's annual budget adoption process, the City Manager, in consultation with the Police Chief, shall present to the Agency Board a written budget proposal for the Program. The proposal shall include a level of service (number of officers, vehicles, equipment and such other necessary law enforcement expenditures) and an annual cost estimate. The annual budget and appropriations shall be based on the annual level of service and related cost estimate approved by Agency Board and agreed to by the City of Cocoa. Nothing herein shall require the Agency Board to budget and appropriate funds for the Program.

POLICE CHIEF REPORTING TO AGENCY BOARD

The Police Chief or the Police Chief's designee will be available to attend Agency Board meetings on an as needed basis to report on the development and implementation of the Program and during the annual budget and appropriation process.

POLICE PERSONNEL AND PROGRAM SERVICES

Police personnel utilized for the Program will have responsibilities as determined by the Agency Board and Police Chief. The Program is intended to be flexible based on the law enforcement needs in the

Downtown Area. However, the following is a summary of the Program components that will be developed and fine-tuned through experience:

- The Agency Board, in consultation with the Police Chief, will be responsible for defining the geographical limits of the Downtown Area for purposes of implementing the Program.
- Develop task forces to address specific problems as issues are identified or seasonal issues present themselves including, but not limited to, crime, drug and gang activities, homelessness, nightclubs and bar early morning hours and closings, noise and other nuisances, traffic enforcement, special event issues, and quality of life problems.
- Officers assigned to serve the Program shall be in addition to the current police coverage within the Downtown Area. Assigned officers shall not be used as a substitute for regular officers currently assigned to patrol the Downtown Area.
- Officers assigned to serve the Program will work specifically assigned shift details exclusively for the Downtown Area in order to build a relationship with residents and businesses within the Downtown area.
- Officers assigned to serve the Program will not be utilized for calls outside of the Downtown Area unless an emergency situation arises as determined by the Police Chief. Assigned officers will have flexibility to adjust their work schedule and tactics to address a myriad of issues they will encounter within the Downtown Area. Tactical plans will remain fluid and Assigned officers will continuously analyze the issues and problems in the Downtown Area to ensure maximum effectiveness.
- Officers assigned to serve the Program will regularly patrol on foot, bike, ATV or other approved mobility device to provide a noticeable Downtown Area presence.
- Officers will be trained and become a "specialist" in problem solving issues that are prevalent in the Downtown Area.
- Officers assigned to serve the Program will provide outreach and education to Downtown businesses and residents with regard to crime prevention and public safety.
- Officers assigned to the Program will conduct regular patrols of Riverfront Park and Lee Wenner Park.
- Officers assigned to serve the Program may be required to provide enhanced parking enforcement within the Downtown Area and code enforcement related to vessels docking at Riverfront Park pursuant to Section 14-11 of the City Code.
- Officers will provide such other non-traditional services approved by the Agency Board and Police Chief as deemed necessary to provide enhanced law enforcement services within the Downtown Area.

CITY COUNCIL DELEGATION OF AUTHORITY

The City Council hereby delegates authority to the City Manager and Police Chief to implement the operational aspects of the Program on the City of Cocoa's behalf and employ such personnel and resources as deemed reasonably necessary in furtherance of and consistent with this Program. The Agency Board is hereby empowered to implement the Program consistent with this Program.

CITY COUNCIL RESERVATION

The City Council hereby reserves the right to suspend or terminate the Program at any time.

City Manager's Office
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8737
FAX: (321) 433-8685

September 19, 2022

The Honorable Kristine Zonka, Chairperson
Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way
Viera, FL 32940

RE: Cocoa Community Redevelopment Agency Community Redevelopment Plan (Enclosed)

Dear Chairperson Zonka:

The Cocoa City Council adopted Ordinance No. 10-81 on April 14, 1981, which created the Cocoa Redevelopment Agency. The current Cocoa CRA Community Redevelopment Plan was adopted on June 24, 1997, by Ordinance No. 27-97.

While several goals, objectives and projects of the 1997 Cocoa CRA Community Redevelopment Plan have been addressed and accomplished since its adoption. In 2008 the Cocoa CRA approved the Cocoa Waterfront Master Plan, and in 2018 following the devastation of Hurricane Irma to the waterfront facilities, infrastructure and amenities a community based planning initiative was undertaken to update the redevelopment of the waterfront, including Lee Wenner Park. It was determined by the Cocoa CRA Board that the current redevelopment plan needed to be modified to reflect current conditions, identify new challenges and opportunities, incorporate waterfront restoration improvements and redevelopment projects, and extending the time certain (life) of the plan from 2027 to 2041 to undertake the community redevelopment projects and activities.

The Cocoa Community Redevelopment Agency Board unanimously approved the adoption of the Community Redevelopment Plan update on September 13, 2022 following the City of Cocoa Planning and Zoning Board finding at its September 7, 2022 meeting the modified Community Redevelopment Plan to be in conformance with the City's

Adopted 2010-2020 Comprehensive Plan. The Cocoa CRA authorized staff to present the modified Community Redevelopment Plan to the City Council for approval. The Cocoa CRA Community Redevelopment Plan's first public hearing before Cocoa City Council will be held on October 11, 2022, and the second public hearing to adopt the Cocoa CRA Community Redevelopment Plan will be held on October 25, 2022. Both public hearings will be held at a regularly scheduled City Council meeting at Cocoa City Hall Council Chambers, 65 Stone Street, Cocoa, Florida and the meetings begin at 6 p.m.

City Staff will make themselves available to provide a presentation on the Cocoa CRA Community Redevelopment Plan at either the Regular Meeting of the Board of County Commissioners.

Should you have any questions, please do not hesitate to contact me at (321) 433-8737.

Sincerely,

Stockton Whitten
City Manager
City of Cocoa

A Daily Publication By:

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

CITY OF COCOA - TE
65 STONE ST

COCOA, FL, 32922

STATE OF WISCONSIN COUNTY OF BROWN:
Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the **FLORIDA TODAY** , a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

Legal Notices

as published in **FLORIDA TODAY** in the issue(s) dated: or by publication on the newspaper's website, if authorized, on

09/26/2022

Affiant further says that the said **FLORIDA TODAY** is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in **MELBOURNE** in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 26th of September 2022, by legal clerk who is personally known to me

Affiant

Notary State of Wisconsin County of Brown

5·15·25

My commission expires

Publication Cost: $292.79
Ad No: 0005420976
Customer No: BRE-6CI200
This is not an invoice

# of Affidavits 1

NANCY HEYRMAN
Notary Public
State of Wisconsin

Ad#5420976 09/26/2022

CITY OF COCOA
NOTICE OF PUBLIC HEARINGS
FOR THE
COCOA COMMUNITY REDEVELOPMENT AGENCY (CRA)
REDEVELOPMENT PLAN UPDATE 2022

Notice is hereby given that the City Council of the City of Cocoa will hold two public hearings and will be held at the Cocoa City Hall Council Chambers, 65 Stone Street, Cocoa, Florida, to consider the following ordinance:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTIONS AND OF THE CITY CODE TO ADOPT AN UPDATED REDEVELOPMENT PLAN FOR THE COCOA COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

In accordance with the Community Redevelopment Act of 1969, the Ordinance, if approved, will adopt an updated Redevelopment Plan for the Cocoa Community Redevelopment Agency, and modify the City Code accordingly.

First Public Hearing: **Tuesday, October 11, 2022 at 6:00 p.m.**

Second Public Hearing: **Tuesday, October 25, 2022 at 6:00 p.m.**

The City Council reserves the right to continue or postpone hearings to a date certain without re-advertising. The proposed ordinance may be inspected by the public at the Cocoa City Clerk's Office located at 65 Stone Street, Cocoa, Florida 32922 between 8:30 a.m. and 5 p.m., Monday through Friday. Interested parties may appear at the public hearings and be heard regarding the ordinance.

All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at these hearings, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Persons with disabilities needing special accommodation to participate in this public hearing proceeding should contact the City Clerk's Office at 321-433-8484 no later than 48 hours prior to the proceeding for assistance. Interested parties are also hereby advised that they may appear at said meeting and be heard with respect to the ordinance. Written comments from the public with regard to the ordinance will also be accepted.

For more information related to the proposed ordinance and the updated Cocoa Community Redevelopment Plan, please contact Ms. Charlene Neuterman, Redevelopment Program Manager at 321-433-8509 or cneuterman@cocoafl.org.

Dated this 26th day of September, 2022.

Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	22-614	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	10/6/2022			**In control:**	City Council
On agenda:	10/25/2022			**Final action:**	
Title:	Approve Resolution No. 2022-102 adopting a revised fee schedule for planning and zoning applications. (Public Works Director/Interim Growth & Economic Development Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2022-102 Resolution Adopting Planning and Zoning Fee Schedule Clean.pdf EXHIBIT A - Resolution Adopting Planning Fees - Proposed Fee Schedule Updated Clean.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 6, 2022
Agenda Date: October 25, 2022
Prepared By: Bryant Smith III, P.E., CFM - Public Works Director and Interim Growth and Economic Development Director
Through: Stockton Whitten - City Manager
Requested Action:
Approve Resolution 2022-102 adopting a revised fee schedule for planning and zoning applications.

BACKGROUND:

As part of section 2 (b), Art. VIII of the Florida Constitution, and Section 166.021, Florida Statutes the City Council may exercise home rule powers to adopt and authorize various fee schedules related to the ability to perform certain municipal functions.

The City Council adopted Ordinance 13-2022 which repealed the previously existing schedule of fees and authorized the City Council to adopt new fees by way of Resolution.

This resolution will update the City of Cocoa Planning and Zoning Fee Schedule as it relates to various department-related applications. The proposed schedule is provided as Exhibit A within the attached Resolution

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

City Council adopted Ordinance 13-2022 on final reading prior to the consideration of this item at the October 25, 2022 City Council Meeting.

RECOMMENDED MOTION:

Approve Resolution 2022-102 adopting a revised fee schedule for planning and zoning applications.

RESOLUTION NO. 2022-102

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA, FLORIDA, ADOPTING A REVISED FEE SCHEDULE FOR PLANNING AND ZONING RELATED APPLICATIONS; PROVIDING FOR A REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, under its broad exercise of home rule powers established by section 2 (b), Art. VIII of the Florida Constitution, and Section 166.021, Florida Statutes, the City Council of the City of Cocoa, Florida, is authorized to establish fee schedules; and

WHEREAS, the City Council also has express statutory authority to establish appropriate user charges and fees which are necessary for the conduct of municipal government, See § 166.201, Fla. Stat.; and

WHEREAS, Ordinance 13-2022 repealed the previously existing schedule of fees, charges, and expenses for planning and zoning related applications in Appendix A, Zoning, Article XX of the Zoning Ordinance of the City of Cocoa and provided that the City Council intended to adopt a fee schedule establishing planning and zoning application related fees by resolution; and

WHEREAS, the fees established by this Resolution are necessary to assist the City in defraying a portion of the costs and administrative expenses incurred by the City in the administration and enforcement of planning and zoning regulations; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa and its citizens to adopt this Resolution.

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

Section 1. Recitals. The foregoing recitals are true and correct and hereby incorporated herein as a material part of this Resolution.

Section 2. Adoption of a Fee Schedule. The Cocoa City Council hereby approves and adopts the Fee Schedule for Planning and Zoning, attached hereto as **EXHIBIT "A"** which is fully incorporated herein by this reference.

Section 3. Repeal of Prior Inconsistent Resolutions. All prior inconsistent resolutions or prior resolutions inconsistent with this Resolution are hereby repealed to the extent of the conflict.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, word, or provision of this Resolution and/or Exhibit "A" is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 25th day of October, 2022.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

Exhibit A

CITY OF COCOA Planning and Zoning Fee Schedule

Fee Schedule

Board of Adjustment	
Appeal of Administrative Decision	$850 + Ad fees
Special Exception	$850 + Ad fees
Variance	$850 + Ad fees
Waiver	$850 + Ad fees

Comprehensive Plan Amendment	
Small-scale	$1550 + Ad fees
Large-scale map and text Amendments	$1250 + $850 + $6 per acre + Ad fees
Development of Regional Impact	$1500 + fees and costs allowed by State law + Ad fees
Development Agreement	$1250 + Ad fees

Zoning Amendments	
Zoning Text Amendment	$1250 + $6 per acre + $6 Per lot per du + Ad fees
Zoning Map Amendment (Rezoning)	$1250 +$6 per acre + $6 Per lot per du + Ad fees

Planned Unit Development	
Preliminary	Preliminary subdivision plat fee
Final	Final subdivision plat + rezoning fees

Site Plan	
Minor Amendment for lot less than one (1) acre	$1500
Over one acre	$1500 + $50 for each additional acre

Subdivision	
Preliminary	$2000 + $25/lot
Final	$1500 + $25/lot + City surveyor certification cost
Recording	Actual recording fees + $50

Miscellaneous	
Home Occupation	$50
Sidewalk Café	$25 Unchanged
Dog-Friendly Dining Area	$25 Unchanged
Zoning Confirmation Letter	$150 + special service charges for public records requests pursuant to public records policy
Tree removal	$15/tree or $200/acre Unchanged
Telecommunications Towers and Antennae	$1500 + Consultant fees
Vacation (right-of-way, easement)	$1500 + Surveyor and Advertising Fees
Flag Lots (administrative approval)	$500
Flag Lots (Planning & Zoning Board approval)	$1250

Revisions

Minor Site Plans Revisions	$50
Large Scale Site Plan Revisions	$100
Preliminary Subdivision Revisions	$100
Planning Inspection Fees	$75
Landscaping Inspection Fees	$100
Specialist Third Party Reviews	$50 plus Consultant fees

* The actual costs of legal advertising and public mail notice shall be in addition to the fees listed above.
* All applicable fees, charges and expenses shall be paid in full to the City prior to commencement of staff review of the application, or further public notices, petition, appeal, hearing, meeting, permit issuance, or certificate of occupancy issuance.
* Application fee refunds shall be as follows for planning and zoning board or board of adjustment items:

(1) If withdrawn prior to submission of legal advertisement to the newspaper, one-half (½) the original required fee shall be returned.

(2) If withdrawn after legal advertisement and prior to public hearing, one-fourth (¼) the original fee shall be returned.

(3) If withdrawn at public hearing, there shall be no refund.

* Applications tabled by the planning and zoning board or the board of adjustment shall remit fees as follows:

(1) Applications tabled where such is the result of the applicant's request, error, or failure to appear or be represented, the applicant shall remit one-half (½) the original required application fee for the purpose of rehearing the applicant's request.

(2) Applications tabled by the planning and zoning board or the board of adjustment due to no fault of the applicant, no fee shall be required.

***** Any property owner who is proposing to develop or redevelop a residential, commercial or industrial project may request a waiver of all or part of the fees less legal costs. Qualifying residential projects shall be limited to the development or redevelopment of residential subdivisions. Such request shall be in writing and submitted to the city manager or designee prior to the issuance of any approval. In consideration of the waiver of such fees the developer must agree to provide a project which exceeds the minimum requirements provided within the city's zoning code, including, but not limited to setbacks, landscaping, and visual screening, and provide structures with enhanced architectural facades and treatments. Such agreements shall be outlined in a development agreement between the developer and the City of Cocoa. Each request for waiver and corresponding development agreement shall not be effective until approved by the city council.

Legislation Details (With Text)

File #:	22-599	**Version:**	1	**Name:**	September, 2022 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/3/2022			**In control:**	City Council
On agenda:	10/25/2022			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2021 to 9/30/2022. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthly Report to City Council 10.01.21 thru 9.30.22.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	October 3, 2022
Agenda Date:	October 27, 2022
Prepared By:	Christine Savage, Junior Buyer & Contract Specialist
Through:	Rebecca Bowman, MBA, CGFO, CGFM, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2021 to 9/30/2022**.**

BACKGROUND:

The following reports for the period October 01, 2021, through September 30, 2022 provide a summary of all the purchases $35,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

None. Information only.

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Purchase Order Approvals 10-01-21 thru 9-30-22

$35,000 to $50,000 Recap Sheet

Total Purchase Orders Issued = 37

City Manager = 27

City of Cocoa CRA Board = 0

City Council = 10

Purchase Order Approvals 10-01-21 thru 9-30-22
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
78613	10/14/2021	LisaCullen Tax Collector	$ 36,960.00	10/14/2021	Stockton Whitten
78617	10/14/2021	Five9 Inc	$ 36,060.00	10/14/2021	Stockton Whitten
78625	10/14/2021	MCCI, LLC	$ 36,775.15	10/14/2021	Stockton Whitten
78641	10/14/2021	Brev City Emergency Management	$ 41,580.00	10/14/2021	Stockton Whitten
78678	10/14/2021	Trane US	$ 43,696.00	10/14/2021	Stockton Whitten
78805	10/28/2021	Polydyne Inc	$ 42,000.00	10/26/2021	Stockton Whitten
78812	10/28/2021	Hach Company	$ 35,594.20	10/27/2021	Stockton Whitten
78818	10/28/2021	Insource Software Solutions	$ 36,135.98	10/27/2021	Stockton Whitten
78887	11/12/2021	BlueAlly Technology Solutions	$ 42,843.12	11/10/2021	Stockton Whitten
78888	11/12/2021	DRMP, Inc	$ 38,460.00	11/10/2021	Stockton Whitten
79073	12/17/2021	Allied Universal Security Service	$ 39,839.20	12/16/2021	Stockton Whitten
79201	1/25/2022	Miracle Recreation Equipment	$ 37,896.02	1/25/2022	Stockton Whitten
79202	1/25/2022	Core & Main	$ 35,943.70	1/25/2022	Stockton Whitten
79240	2/8/2022	Goodson Paving Inc	$ 49,153.65	2/8/2022	Stockton Whitten
79303	2/25/2022	Community Services Council	$ 45,000.00	2/24/2022	Stockton Whitten
79305	2/25/2022	Ferguson Enterprises	$ 42,596.10	2/24/2022	Stockton Whitten
79434	3/31/2022	Alta Construction Equipment	$ 42,366.00	3/31/2022	Stockton Whitten
79435	3/31/2022	DMD Consultants, Inc	$ 49,980.00	3/31/2022	Stockton Whitten
79436	3/31/2022	Stantec Consulting Services	$ 42,045.34	3/31/2022	Stockton Whitten
79575	5/12/2022	Goodson Paving Inc	$ 49,000.00	5/10/2022	Stockton Whitten
79659	6/8/2022	Pro Co Inc	$ 49,747.50	6/4/2022	Stockton Whitten
79694	6/16/2022	Gerber Pumps Intl Inc	$ 49,998.00	6/15/2022	Stockton Whitten
79723	6/28/2022	Danus Utilities, Inc	$ 43,412.50	6/28/2022	Stockton Whitten
79756	7/14/2022	Core & Main LP	$ 35,245.30	7/13/2022	Stockton Whitten
79792	7/27/2022	Jacobs Engineering Group Inc	$ 35,056.00	7/27/2022	Stockton Whitten
79881	8/30/2022	Florida Historical Society	$ 50,000.00	8/29/2022	Stockton Whitten
79884	8/30/2022	Brev Cty Bd of Cty Comm	$ 36,011.95	8/29/2022	Stockton Whitten

27 **Purchase Order Approved by City Manager**

Prepared by Purchasing 10/3/2022

Purchase Order Approvals 10-01-21 thru 9-30-22
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

0 Purchase Order Approved by CRA

Prepared by Purchasing 10/3/2022

Purchase Order Approvals 10-01-21 thru 9-30-22
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
78806	10/28/2021	Glover Oil Company	$ 41,012.00	10/13/2020	City Council
78807	10/28/2021	Glover Oil Company	$ 35,250.00	10/13/2020	City Council
79026	12/10/2021	Allied Universal Security Service	$ 49,794.40	9/23/2020	City Council
79066	12/17/2021	Alan Jay Chevrolet Buick GMC	$ 45,228.00	11/9/2021	City Council
79068	12/17/2021	Alan Jay Chevrolet Buick GMC	$ 49,130.00	11/9/2021	City Council
79071	12/17/2021	Alan Jay Chevrolet Buick GMC	$ 36,544.00	11/9/2021	City Council
79153	1/13/2022	Alan Jay Chevrolet Buick GMC	$ 44,176.00	11/9/2021	City Council
79200	1/25/2022	Underwater Solutions Inc	$ 45,150.00	1/11/2022	City Council
79304	2/25/2022	Family Promise of Brevard	$ 40,090.40	7/13/2021	City Council
79882	8/30/2022	Genuine Parts Company	$ 41,252.49	10/26/2021	City Council
79933	9/27/2022	Alan Jay Chevrolet Buick GMC	$ 39,311.00	9/13/2022	City Council

10 **Purchase Order Approved by City Council**

Prepared by Purchasing 10/3/2022

Legislation Details (With Text)

File #:	22-622	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/10/2022			**In control:**	City Council
On agenda:	10/25/2022			**Final action:**	
Title:	Brevard County District 4 Parks and Recreation Capital Improvements. (Public Works Director/Interim Growth & Economic Development Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 10, 2022
Agenda Date: October 25, 2022
Prepared By: Frank Mirabito, Project Manager
Through: Bryant Smith III, P.E., CFM - Public Works Director / City Engineer
Requested Action:
None.

BACKGROUND:

A Brevard County District 4 Administrative Board meeting was recently held on Thursday October 6th, 2022. The following approved Fiscal Year 2022-2023 Capital Improvement projects were communicated to the Board:

1) Central Area - Carl E. Anderson Park, Dr. Joe Lee Smith Park, Gilmore Community Park - Playground Shade Structures - $180,000 funded by Recreation District 4 Special District/Balance Forward.
2) Central Area - Don “Mo” Stradley Memorial Park - Septic to Sewer conversion - $533,377 funded by Brevard County General Fund - FY22 project start
3) Central Area - Don “Mo” Stradley Memorial Park - 5 Little League and 4 Softball Athletic Field Renovations - $471,736 + $80,000 funded by Recreation District 4 Special District/Balance Forward - FY22 project start.
4) Central Area - Don “Mo” Stradley Memorial Park - Football Concession Renovation - $200,000 funded by Recreation District 4 Special District/Balance Forward.
5) Central Area - Travis Park Community Center Renovations - $200,000 funded by Recreation District 4 Special District/Balance Forward.
6) Central Area - Junny Rios Martinez Park - Restroom Renovation - $80,000 funded by Recreation District 4 Special District.

STRATEGIC PLAN CONNECTION:

Parks and Recreation Elements improve the City's Image and increase Civic Engagement.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

None.

Legislation Details (With Text)

File #:	22-625	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/12/2022			**In control:**	City Council
On agenda:	10/25/2022			**Final action:**	
Title:	FY 2022 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Pd 12. September FY 2022 REVENUE Budget Tracking Worksheet.pdf Pd 12. September FY 2022 EXPENSE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 12, 2022
Agenda Date: October 25, 2022
Prepared By: Colleen Campbell, MBA Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director

Requested Action:
FY 2022 Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2022 thru September 30, 2022.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Information Item Only

FY 2022 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 9/30/2022

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
09/27/22	001-0000-389.99-50	131,349	216 & 218 OLEANDER ST RESO # 2022-096		4954
1 Budget Amendments/Transfers			Division 0000 Total	$131,349	
1 Total Budget Amendments/Transfers			**GENERAL FUND**	**$131,349**	
09/15/22	424-0000-381.91-21	360,247	BNR ACCT CORR TO 424 RESO #2022-093		4760
1 Budget Amendments/Transfers			Division 0000 Total	$360,247	
1 Total Budget Amendments/Transfers			**RENEWAL & REPLACE FUND**	**$360,247**	

2 Transfers & Amendments between 9/1/2022 and 9/30/2022

FY 2022 TOTAL TRANSFERS & AMENDMENTS **491,596**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Report\FY 2022 - Budget Tracking Worksheets\FY 2022 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoktk

Page 1

Date: 10/12/2022

FY 2022 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 9/30/2022

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1190 - LEISURE SERVICES					
09/15/22	001-1190-574.46-00	3,000	FND GOLF CART REPAIRS		4759
	001-1190-574.51-00	500	FND OFFICE SUPPLIES TO YE		4759
	001-1190-574.52-00	500	FND OPERATING SUPPL TO YE		4759
	001-1190-574.49-00	300	FND STEAM CLEANER PORCHER HOUSE		4759
	001-1190-574.34-00	(3,300)	FND SUPPLIES TO YE GOLF CART-STEAM CLEAN- OS		4759
	001-1190-574.42-00	(500)			
	001-1190-574.47-00	(500)			
5	Budget Amendments/Transfers		Division 1190 Total	$0	
1203 - INFORMATION TECHNOLOGY					
09/15/22	001-1203-516.56-15	(10,000)	FND MICROSOFT YE TRU-UP AUGUST CLEANUP		4761
	001-1203-516.52-00	10,000	FND MISCROSOFT YE TRU-UP AUGUST CLEANUP		4761
	001-1203-516.31-00	(7,000)	FND SERVER MNT UPGRADE AUGUST CLEANUP		4761
	001-1203-516.46-00	7,000			
09/19/22	001-1203-516.63-00	(21,165)	RCLS PO 79044 DANELLA CON JE 2022-03287		4780
	001-1203-516.63-00	21,165			
4	Budget Amendments/Transfers		Division 1203 Total	$0	
1600 - GENERAL OPERATIONS					
09/15/22	001-1600-513.44-00	99	CORR ACCT FOR EMERG MGMT REGULATORY COMPLIANCE		4754
	001-1600-513.52-00	20,000			
1	Budget Amendments/Transfers		Division 1600 Total	$20,099	
1601 - EMERGENCY/DISASTER SVS					
09/15/22	001-1601-525.52-00	(20,000)	CORR ACCT FOR EMERG MGMT REGULATORY COMPLIANCE		4754
	001-1601-525.44-00	(99)			
1	Budget Amendments/Transfers		Division 1601 Total	($20,099)	
1801 - HUMAN RESOURCES					
09/15/22	001-1801-513.42-00	(97)	FND VERIZON TO YE AUGUST CLEANUP		4761
	001-1801-513.41-00	97			
1	Budget Amendments/Transfers		Division 1801 Total	$0	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
2100 - POLICE ADMIN/OPERATIONS					
09/15/22	001-2100-521.52-00	(2,000)	FND LATE FEE & TAG - LEAS AUGUST CLEANUP		4761
	001-2100-521.49-00	2,000			
1	Budget Amendments/Transfers		Division 2100 Total	$0	
2132 - CODE ENFORCEMENT					
09/15/22	001-2132-524.47-00	(2,000)	FND ACCTS TO YE AUGUST CLEANUP		4761
	001-2132-524.31-01	(1,500)			
	001-2132-524.52-00	(1,450)			
	001-2132-524.51-00	(650)			
	001-2132-524.54-00	(215)			
	001-2132-524.42-00	500			
	001-2132-524.52-30	1,315			
	001-2132-524.34-00	4,000			
1	Budget Amendments/Transfers		Division 2132 Total	$0	
2201 - FIRE OPERATIONS					
09/15/22	001-2201-522.40-00	(1,000)	FND UTILITY BILL TO YE AUGUST CLEANUP		4761
	001-2201-522.43-00	1,000			
1	Budget Amendments/Transfers		Division 2201 Total	$0	
3200 - ADMINISTRATION					
09/27/22	001-3200-515.61-00	131,349	216 & 218 OLEANDER ST RESO # 2022-096		4954
1	Budget Amendments/Transfers		Division 3200 Total	$131,349	
3520 - PARKS & BEAUTIFICATION					
09/15/22	001-3520-572.64-00	(82,163)	CORR ACC MAINT TRK/RANGER AUGUST CLEANUP		4761
	001-3520-572.64-00	82,163			
1	Budget Amendments/Transfers		Division 3520 Total	$0	
3560 - FACILITY MANAGEMENT					
09/15/22	001-3560-519.46-02	(7,300)	FND DWNTWN COCOA LIGHT AUGUST CLEANUP		4761
	001-3560-519.52-07	(6,000)			
	001-3560-519.49-00	13,300			
09/19/22	001-3560-519.62-00	(50,142)	RCLS PO 78450 TECH SYS JE 2022-03287		4780
	001-3560-519.62-00	(2,490)			
	001-3560-519.62-00	2,490			
	001-3560-519.62-00	50,142			
	001-3560-519.34-00	(12)	RCLS PO 78991 FL PEST CTL JE 2022-03287		4780
	001-3560-519.34-00	12			
3	Budget Amendments/Transfers		Division 3560 Total	$0	
3580 - CAPITAL PROJECTS MNGMT					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
09/15/22	001-3580-519.62-00	(85,000)	CORR JUNNY RIOS ACCT PAVILLION		4751
	001-3580-519.63-07	85,000			
09/19/22	001-3580-519.63-00	(8,000)	RCLS PO 78769 INTEG FIRE JE 2022-03287		4780
	001-3580-519.63-00	(2,000)			
	001-3580-519.63-00	2,000			
	001-3580-519.63-00	8,000			
2 Budget Amendments/Transfers			Division 3580 Total	$0	
22 Total Budget Amendments/Transfers			**GENERAL FUND**	**$131,349**	
3570 - STORMWATER UTILITY					
09/15/22	130-3570-538.64-00	27	TRUE UP QUOTED FUNDS GRADALL		4756
1 Budget Amendments/Transfers			Division 3570 Total	$27	
3580 - CAPITAL PROJECTS MNGMT					
09/15/22	130-3580-572.63-00	(27)	TRUE UP QUOTED FUNDS GRADALL		4756
1 Budget Amendments/Transfers			Division 3580 Total	($27)	
2 Total Budget Amendments/Transfers			**AMERICAN RESCUE PLAN FUND**	**$0**	
1506 - INVENTORY					
09/15/22	421-1506-536.46-00	(2,500)	COST SHARE WH AC AUGUST CLEANUP		4761
	421-1506-536.51-00	(1,000)			
	421-1506-536.64-00	3,500			
1 Budget Amendments/Transfers			Division 1506 Total	$0	
1515 - UTILITY SUPPORT SERVICES					
09/15/22	421-1515-536.62-00	(9,000)	CORR ACCT CAPITAL ASSET AUGUST CLEANUP		4761
	421-1515-536.64-00	9,000			
1 Budget Amendments/Transfers			Division 1515 Total	$0	
4010 - WATER ADMINISTRATION					
09/13/22	421-4010-536.39-00	(360,247)	FND EQUALIZATION BASIN RESO # 22-093		4694
09/15/22	421-4010-581.91-24	360,247	BNR ACCT CORR TO 424 RESO #2022-093		4760
	421-4010-536.31-00	(1,965)	FND VERIZON TO YE AUGUST CLEANUP		4761
	421-4010-536.34-00	1,965			
3 Budget Amendments/Transfers			Division 4010 Total	$0	
4020 - DYAL PLANT					
09/13/22	421-4020-536.46-00	(39,311)	FND F-150 SUPER CAB PICKU RESO # 2022-094		4692
	421-4020-536.64-00	39,311			
	421-4020-536.46-00	(60,000)	FND INCREASED FUEL COSTS RESO # 2022-091		4691
	421-4020-536.52-30	60,000			
	421-4020-536.52-00	(58,000)	FND MALWARE & SCADA SERVE RESO # 2022-095		4693

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
09/13/22	421-4020-536.56-15	58,000	FND MALWARE & SCADA SERVE RESO # 2022-095		4693
09/15/22	421-4020-536.43-00	(7,000)	FND ALTAWORX TO YE AUGUST CLEANUP		4761
	421-4020-536.41-00	7,000			
	421-4020-536.64-00	(7,175)	FND PROJECT OVERAGES AUGUST CLEANUP		4761
	421-4020-536.64-00	(2,168)			
	421-4020-536.64-00	2,168			
	421-4020-536.64-00	7,175			
	421-4020-536.42-00	(5,042)	FND SURVEYOR ON WELL #10 AUGUST CLEANUP		4761
	421-4020-536.31-00	5,042			
6	Budget Amendments/Transfers		Division 4020 Total	$0	
4025 - WATER FIELD OPERATIONS					
09/15/22	421-4025-536.34-00	(6,144)	FND ELECTRIC COST TO YE AUGUST CLEANUP		4761
	421-4025-536.64-00	(3,963)			
	421-4025-536.46-02	(2,500)			
	421-4025-536.42-00	(2,000)			
	421-4025-536.40-00	(693)			
	421-4025-536.43-00	15,300			
	421-4025-536.56-15	(1,000)	FND JANIT SUPP TO YE AUGUST CLEANUP		4761
	421-4025-536.52-07	1,000			
	421-4025-536.34-00	(1,000)	FND VERIZON TO YE AUGUST CLEANUP		4761
	421-4025-536.41-00	1,000			
3	Budget Amendments/Transfers		Division 4025 Total	$0	
4055 - ENGINEERING					
09/15/22	421-4055-536.63-00	(1,000)	FND VIERA PUMPSTATION AUGUST CLEANUP		4761
	421-4055-536.63-00	1,000			
1	Budget Amendments/Transfers		Division 4055 Total	$0	
4120 - WATER RECLAMATION					
09/13/22	421-4120-536.63-00	360,247	FND EQUALIZATION BASIN RESO # 22-093		4694
09/15/22	421-4120-536.63-00	(360,247)	BNR ACCT CORR TO 424 RESO #2022-093		4760
2	Budget Amendments/Transfers		Division 4120 Total	$0	
4125 - SEWER FIELD OPERATIONS					
09/15/22	421-4125-536.53-00	(3,758)	FND ELECTRIC COST TO YE AUGUST CLEANUP		4761
	421-4125-536.49-00	(2,000)			
	421-4125-536.44-00	(1,000)			
	421-4125-536.56-15	(870)			
	421-4125-536.42-00	(500)			
	421-4125-536.40-00	(372)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
09/15/22	421-4125-536.43-00	8,500	FND ELECTRIC COST TO YE AUGUST CLEANUP	4761
	421-4125-536.46-00	(10,000)	FND OPERATING SUPPL TO YE AUGUST CLEANUP	4761
	421-4125-536.52-00	10,000		
	421-4125-536.64-00	(2,615)	FND ROBOTIC CAMERA AUGUST CLEANUP	4761
	421-4125-536.64-00	2,615		
3 Budget Amendments/Transfers			Division 4125 Total $0	
20 Total Budget Amendments/Transfers			**WATER/SEWER FUND** **$0**	
4120 - WATER RECLAMATION				
09/15/22	424-4120-536.63-00	360,247	BNR ACCT CORR TO 424 RESO #2022-093	4760
1 Budget Amendments/Transfers			Division 4120 Total $360,247	
1 Total Budget Amendments/Transfers			**RENEWAL & REPLACE FUND** **$360,247**	

45 Transfers & Amendments between 9/1/2022 and 9/30/2022

FY 2022 TOTAL TRANSFERS & AMENDMENTS 491,596

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Legislation Details (With Text)

File #:	22-626	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/12/2022			**In control:**	City Council
On agenda:	10/25/2022			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Classification Report September 2022.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 12, 2022
Agenda Date: October 25, 2022
Prepared By: Colleen Campbell, MBA Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending September 2022 (FY22) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This September 2022 (FY22) report is unaudited and preliminary.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, the annual budget and the unrealized balance.

- Estimated - represents either the current period or year to date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.

FY 2022 Budget by Classification Report - Summary Listing

9/30/2022

Target for September2022 is 100%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 11,201,437	$ -	$ 11,371,547	$ (170,110)	102%
OTHER PERMITS AND FEES	$ 4,659,809	$ -	$ 4,815,215	$ (155,406)	103%
INTERGOVERNMENTAL	$ 3,019,811	$ -	$ 2,797,619	$ 222,192	93%
CHARGES FOR SERVICES	$ 13,768,336	$ -	$ 14,274,666	$ (506,330)	104%
FINES AND FORFEITURES	$ 14,000	$ -	$ 40,318	$ (26,318)	288%
MISCELLANEOUS	$ 591,867	$ -	$ 530,167	$ 61,700	90%
OTHER SOURCES (NON-REVENUE)	$ 18,668,813	$ -	$ 10,624,285	$ 8,044,528	57%
REVENUE TOTALS	**$ 51,924,073**	**$ -**	**$ 44,453,815**	**$ 7,470,258**	**86%**
EXPENSE					
SALARIES AND BENEFITS	$ 26,407,880	$ -	$ 23,667,521	$ 2,740,359	90%
OPERATING EXPENDITURES	$ 15,838,636	$ 951,089	$ 10,619,565	$ 4,267,981	73%
CAPITAL OUTLAY	$ 6,750,973	$ 441,627	$ 3,122,417	$ 3,186,929	53%
GRANTS, AIDS AND OTHER	$ 2,926,584	$ -	$ 4,708,424	$ (1,781,840)	161%
EXPENSE TOTALS	**$ 51,924,073**	**$ 1,392,717**	**$ 42,117,928**	**$ 8,413,428**	**84%**
REVENUE TOTALS	**$ 51,924,073**	**$ -**	**$ 44,453,815**	**$ 7,470,258**	**86%**
EXPENSE TOTALS	**$ 51,924,073**	**$ 1,392,717**	**$ 42,117,928**	**$ 8,413,428**	**84%**
	$ -	**$ (1,392,717)**	**$ 2,335,887**	**$ (943,170)**	

*Unaudited

** Accounting software requires inter-fund transaction to transfer investment between funds. There will be an accounting adjustment at year-end to correct thi

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310	TAXES								
311	AD VALOREM								
10 00	CURRENT TAXES	0	364.30		7,649,355	7,377,217.24	96	7,649,355	272,137.76
20 00	DELINQUENT TAXES	5,000	331.37	7	15,000	974.54-	7	15,000	15,974.54
25 00	PENALTIES RE: TAXES	0	357.73		5,000	27,087.15	542	5,000	22,087.15-
30 00	TAX CERTIFICATES	0	.00		200,000	269,807.07	135	200,000	69,807.07-
311 **	AD VALOREM	5,000	1,053.40	21	7,869,355	7,673,136.92	98	7,869,355	196,218.08
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	50,000	34,028.37	68	600,000	618,340.07	103	600,000	18,340.07-
312 **	SALES USE AND FUEL TAXES	50,000	34,028.37	68	600,000	618,340.07	103	600,000	18,340.07-
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	125,000	197,683.37	158	1,500,000	1,678,050.91	112	1,500,000	178,050.91-
30 00	WATER-COCOA	30,429	40,308.19	133	365,082	438,766.96	120	365,082	73,684.96-
40 00	GAS	4,174	3,594.24	86	50,000	55,694.82	111	50,000	5,694.82-
80 00	PROPANE	1,674	2,898.07	173	20,000	26,625.31	133	20,000	6,625.31-
314 **	UTILITY SERVICE TAX	161,277	244,483.87	152	1,935,082	2,199,138.00	114	1,935,082	264,056.00-
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	54,174	56,338.61	104	650,000	670,355.66	103	650,000	20,355.66-
315 **	COMMUNICATION SERVICE TAX	54,174	56,338.61	104	650,000	670,355.66	103	650,000	20,355.66-
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	942	35,596.46	3779	147,000	210,575.87	143	147,000	63,575.87-
316 **	LOCAL BUSINESS TAX	942	35,596.46	3779	147,000	210,575.87	143	147,000	63,575.87-
310 ***	TAXES	271,393	371,500.71		11,201,437	11,371,546.52		11,201,437	170,109.52-
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
322 **	BUILDING PERMITS	0	.00		0	.00		0	.00
323	FRANCHISE FEES								
10 00	ELECTRICITY	100,000	208,950.77	209	1,200,000	1,252,664.88	104	1,200,000	52,664.88-
40 00	GAS	6,250	9,661.50	155	75,000	93,581.84	125	75,000	18,581.84-
70 00	SOLID WASTE	23,126	24,203.05	105	277,402	282,649.34	102	277,402	5,247.34-
323 **	FRANCHISE FEES	129,376	242,815.32	188	1,552,402	1,628,896.06	105	1,552,402	76,494.06-
325	SPECIAL ASSESSMENT								
22 01	FIRE ASSESSMENT	0	.00		2,901,407	2,946,636.03	102	2,901,407	45,229.03-
22 02	F ASSMNT DELINQ TAXES	0	.00		2,000	7,496.96	375	2,000	5,496.96-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
22 03	F ASSMNT PENALTIES	0	.00		2,000	13,019.55	651	2,000	11,019.55-
22 04	F ASSMNT TAX CERTS	0	.00		150,000	151,607.75	101	150,000	1,607.75-
22 *	FIRE PROTECTION	0	.00		3,055,407	3,118,760.29	102	3,055,407	63,353.29-
325 **	SPECIAL ASSESSMENT	0	.00		3,055,407	3,118,760.29	102	3,055,407	63,353.29-
329	OTHER PERMITS & FEES								
10 01	FIRE INSPECTION FEES	2,500	4,210.00	168	10,000	30,370.00	304	10,000	20,370.00-
10 *	INSPECTION FEES	2,500	4,210.00	168	10,000	30,370.00	304	10,000	20,370.00-
25 00	PLANNING AND ZONING	3,500	499.70	14	42,000	37,188.34	89	42,000	4,811.66
35 00	FIRE INSPECTIONS	1,663-	.00		0	.00		0	.00
329 **	OTHER PERMITS & FEES	4,337	4,709.70	109	52,000	67,558.34	130	52,000	15,558.34-
320 ***	OTHER PERMITS & FEES	133,713	247,525.02		4,659,809	4,815,214.69		4,659,809	155,405.69-
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
20 01	RES OFFCR - CTY CONTRACT	46,500-	.00		0	.00		0	.00
20 15	VOCA-2021-COCOA PD	9,612	27,603.90	287	118,921	107,746.41	91	118,921	11,174.59
20 19	JAG 2020-DJ-BX-0410	0	.00		0	16,617.00-		0	16,617.00
20 21	BPV 2020 96472	1,139	.00		10,219	5,309.02	52	10,219	4,909.98
20 22	JAG 21-GG-01363	1,542	.00		13,902	.00		13,902	13,902.00
20 23	BULLET PROOF VEST 2021	1,255	.00		13,310	.00		13,310	13,310.00
20 *	PUBLIC SAFETY	32,952-	27,603.90		156,352	96,438.43	62	156,352	59,913.57
39 12	USDA/FOREST SVC 26866	0	2,050.00-		0	.00		0	.00
39 *	OTHER PHYSCAL ENVIRONMENT	0	2,050.00-		0	.00		0	.00
50 01	FEMA DISASTER RELIEF	0	.00		0	81,577.51		0	81,577.51-
70 02	AFRICAN AM CIVIL RIGHTS	2,500	.00		30,000	.00		30,000	30,000.00
331 **	FEDERAL GRANTS	30,452-	25,553.90		186,352	178,015.94	96	186,352	8,336.06
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	4,335-	.00		0	.00		0	.00
333 **	PAYMENT IN LIEU OF TAXES	4,335-	.00		0	.00		0	.00
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	0	.00		0	4,571.45		0	4,571.45-
50 *	ECONOMIC ENVIRONMENT	0	.00		0	4,571.45		0	4,571.45-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
70 09	HISTORICAL PRESERVATN	8,334	25,000.00	300	25,000	25,000.00	100	25,000	.00
334 **	STATE GRANT	8,334	25,000.00	300	25,000	29,571.45	118	25,000	4,571.45-
335	STATE SHARED REVENUES								
12 00	STATE REVENUE SHARING	46,087	53,644.40	116	553,000	739,260.56	134	553,000	186,260.56-
12 20	8TH CNT MUNICIPAL GAS TAX	11,674	13,503.42	116	140,000	188,940.11	135	140,000	48,940.11-
12 *	STATE REVENUE SHARING	57,761	67,147.82	116	693,000	928,200.67	134	693,000	235,200.67-
14 00	MOBILE HOME LICENSES	2,000	303.62	15	24,000	25,466.90	106	24,000	1,466.90-
15 00	ALCOHOLIC BEVERAGE	424	.00		5,000	20,561.73	411	5,000	15,561.73-
18 00	LOCAL GOVERNMENT 1/2 CENT	101,674	117,244.63	115	1,220,000	1,274,197.90	104	1,220,000	54,197.90-
21 00	FIREFIGHTER SUPPLEMENTAL	0	4,260.00		15,000	12,257.50	82	15,000	2,742.50
29 21	POL PEN STATE CONTR	37,183	.00		185,915	207,444.83	112	185,915	21,529.83-
29 22	FIRE PEN STATE CONTR	22,487	.00		112,427	142,336.61	127	112,427	29,909.61-
29 *	OTHER PUBLIC SAFETY	59,670	.00		298,342	349,781.44	117	298,342	51,439.44-
41 00	FUEL TAX REFUNDS	2,087	5,880.08	282	25,000	20,179.28	81	25,000	4,820.72
335 **	STATE SHARED REVENUES	223,616	194,836.15	87	2,280,342	2,630,645.42	115	2,280,342	350,303.42-
337	GRANTS FROM LOCAL UNITS								
30 17	FIND BV-CO-20-147 DREDGIN	1,029	.00		9,245	20,755.85-	225	9,245	30,000.85
30 18	FIND BV-CO-20-146 BT RAMP	574	.00		5,142	19,858.30-	386	5,142	25,000.30
30 19	FIND BV-CO-21-152 DRG PII	22,583	.00		203,255	.00		203,255	203,255.00
30 20	FIND BV-CO-21-151 BT PII	34,499	.00		310,475	.00		310,475	310,475.00
30 *	PHYSICAL ENVIRONMENT	58,685	.00		528,117	40,614.15-	8	528,117	568,731.15
60 *	HUMAN SERVICES	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	58,685	.00		528,117	40,614.15-	8	528,117	568,731.15
330 ***	INTERGOVERNMENTAL REVENUE	255,848	245,390.05		3,019,811	2,797,618.66		3,019,811	222,192.34
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
30 00	ADMINISTRATIVE FEES	580,591	580,591.00	100	6,966,971	6,966,971.00	100	6,966,971	.00
31 00	ADMIN FEES STORMWATER	15,758	15,758.00	100	189,096	189,096.00	100	189,096	.00
40 00	CERTIFY/COPY/SEARCH	9,174	10,974.19	120	110,000	138,306.87	126	110,000	28,306.87-
90 12	PASSPORT EXECUTION FEES	174	350.00	201	2,000	3,850.00	193	2,000	1,850.00-
341 **	GENERAL GOVERNMENT	605,697	607,673.19	100	7,268,067	7,298,223.87	100	7,268,067	30,156.87-
342	PUBLIC SAFETY								

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
10 00	SVC CHG - LAW ENF SERVICE	22,775	22,900.00	101	101,100	179,234.75	177	101,100	78,134.75-
10 02	SCHOOL RES OFFICER	46,500	.00		186,000	188,250.00	101	186,000	2,250.00-
10 *	SVC CHG - LAW ENF SERVICE	69,275	22,900.00	33	287,100	367,484.75	128	287,100	80,384.75-
20 00	SVC CHG - FIRE PROTECTION	0	2,025.00		0	31,203.17		0	31,203.17-
90 00	OTHER PUBLIC SAFETY	87	.00		1,000	100.00	10	1,000	900.00
90 01	FALSE ALARM FEES	712	430.00-	60	8,500	7,995.00	94	8,500	505.00
90 *	OTHER PUBLIC SAFETY	799	430.00-	54	9,500	8,095.00	85	9,500	1,405.00
342 **	PUBLIC SAFETY	70,074	24,495.00	35	296,600	406,782.92	137	296,600	110,182.92-
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	42,924	46,020.81	107	515,000	589,801.60	115	515,000	74,801.60-
37 11	ROCKLEDGE	25,000	25,949.16	104	300,000	308,412.61	103	300,000	8,412.61-
37 12	SUN LAKE	337	340.80	101	4,000	4,044.18	101	4,000	44.18-
37 13	CLNY PK-M.I.UTIL CO.	174	175.20	101	2,000	2,060.28	103	2,000	60.28-
37 16	COCOA BEACH	9,837	9,893.73	101	118,000	118,083.14	100	118,000	83.14-
37 17	CAPE CANAVERAL	8,087	8,085.03	100	97,000	96,784.65	100	97,000	215.35
37 18	TITUSVILLE	374	370.80	99	4,400	4,430.70	101	4,400	30.70-
37 *	WATER BILLING SERVICES	86,733	90,835.53	105	1,040,400	1,123,617.16	108	1,040,400	83,217.16-
39 01	SERVICE CHARGES	41,674	73,507.35	176	500,000	616,925.26	123	500,000	116,925.26-
39 03	ADMIN CHARGES	33,424	56,712.49	170	401,000	603,850.00	151	401,000	202,850.00-
39 04	PENALTIES	65,806	70,458.68	107	789,650	736,900.88	93	789,650	52,749.12
39 05	NSF CHECKS	2,250	4,507.65	200	27,000	40,901.26	152	27,000	13,901.26-
39 13	HIGH CONSUMP CHGS	0	1,075.00		0	6,345.00		0	6,345.00-
39 *	WATER OTHER INCOME	143,154	206,261.17	144	1,717,650	2,004,922.40	117	1,717,650	287,272.40-
41 10	SOLID WASTE	197,804	216,186.22	109	2,373,648	2,462,305.29	104	2,373,648	88,657.29-
41 20	RECYCLING REVENUE	31,424	32,084.91	102	377,088	381,638.19	101	377,088	4,550.19-
41 30	GREEN WASTE	35,025	35,759.63	102	420,300	425,247.56	101	420,300	4,947.56-
41 *	GARBAGE COLLECTION	264,253	284,030.76	108	3,171,036	3,269,191.04	103	3,171,036	98,155.04-
45 *	GARBAGE-OTHER REVENUE	0	.00		0	.00		0	.00
90 01	FDOT MEDIAN MAINT	12,421	.00		62,530	46,897.50	75	62,530	15,632.50
90 03	FDOT MNT SIGNAL/HWY LIGHT	53,917	.00		115,753	15,632.50	14	115,753	100,120.50
90 *	OTHER PHYSICAL ENVIRON	66,338	.00		178,283	62,530.00	35	178,283	115,753.00
343 **	PHYSICAL ENVIRONMENT	560,478	581,127.46	104	6,107,369	6,460,260.60	106	6,107,369	352,891.60-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	******** YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
347	CULTURE/RECREATION								
20 10	GAZEBO-PAVILLION RENTAL	0	108.00		0	1,354.00		0	1,354.00-
39 10	PORCHER HOUSE - REVENUES	2,500	2,462.50	99	30,000	20,718.69	69	30,000	9,281.31
39 11	TENANT MAINTENANCE FEES	112	.00		1,300	1,669.44	128	1,300	369.44-
39 20	COCOA CIVIC CENTER	2,087	1,977.52	95	25,000	27,958.07	112	25,000	2,958.07-
39 30	RIVERFRONT PARK	1,674	345.00	21	20,000	10,951.06	55	20,000	9,048.94
39 *	OTHER CULTURAL SERVICES	6,373	4,785.02	75	76,300	61,297.26	80	76,300	15,002.74
40 05	SPECIAL EVENT PERMITS	1,250	550.00	44	15,000	35,750.00	238	15,000	20,750.00-
50 10	EVENT FEES	424	746.46	176	5,000	5,847.27	117	5,000	847.27-
50 50	MISC FURNISHINGS	0	270.00		0	5,149.70		0	5,149.70-
50 *	SPECIAL REC FACILITIES	424	1,016.46	240	5,000	10,996.97	220	5,000	5,996.97-
347 **	CULTURE/RECREATION	8,047	6,459.48	80	96,300	109,398.23	114	96,300	13,098.23-
340 ***	CHARGES FOR SERVICES	1,244,296	1,219,755.13		13,768,336	14,274,665.62		13,768,336	506,329.62-
350	FINES AND FORFEITURES								
351	JUDGMENTS AND FINES								
90 00	OTHER	1,174	589.01-	50	14,000	40,318.47	288	14,000	26,318.47-
351 **	JUDGMENTS AND FINES	1,174	589.01-	50	14,000	40,318.47	288	14,000	26,318.47-
350 ***	FINES AND FORFEITURES	1,174	589.01-		14,000	40,318.47		14,000	26,318.47-
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	5,000	.00		60,000	136,407.86	227	60,000	76,407.86-
10 02	INVESTMENT INTEREST	11,674	.00		140,000	32,257.55	23	140,000	107,742.45
10 10	SBA	74	.00		800	2,278.73	285	800	1,478.73-
10 11	INTEREST/CBOS	212	.00		2,500	956.72	38	2,500	1,543.28
10 *	INTEREST	16,960	.00		203,300	171,900.86	85	203,300	31,399.14
30 00	NET INC/DEC FMV INVESTMNT	0	.00		0	295,155.06-		0	295,155.06
40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	19,549.65-		0	19,549.65
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	19,549.65-		0	19,549.65
361 **	INTEREST & OTHER EARNINGS	16,960	.00		203,300	142,803.85-	70	203,300	346,103.85
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	11,051	32,841.96	297	156,583	165,276.86	106	156,583	8,693.86-
39 10	PORCHER HOUSE	0	.30		0	7,746.76		0	7,746.76-
39 20	CIVIC CENTER	0	.00		0	3,960.00		0	3,960.00-
39 *	RENTALS AND LEASES	0	.30		0	11,706.76		0	11,706.76-
362 **	RENT AND ROYALTIES	11,051	32,842.26	297	156,583	176,983.62	113	156,583	20,400.62-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
364	DISPOSITION FIXED ASSETS								
10 00	GAIN/(LOSS)SALE OF F/A	0	.00		0	37,087.43		0	37,087.43-
364 **	DISPOSITION FIXED ASSETS	0	.00		0	37,087.43		0	37,087.43-
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	0	.00		0	1,715.39		0	1,715.39-
365 **	SALE SURPLUS MTRLS &SCRAP	0	.00		0	1,715.39		0	1,715.39-
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	10,880	.00		65,300	67,592.00	104	65,300	2,292.00-
10 10	CONTRIBS FOR K-9	239	.00		1,424	1,423.52	100	1,424	.48
10 *	DONATIONS-PRIVATE SOURCES	239	.00		1,424	1,423.52	100	1,424	.48
366 **	CONTRIBUTIONS & DONATIONS	11,119	.00		66,724	69,015.52	103	66,724	2,291.52-
368	PENSION CONTRIBUTIONS								
368 **	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	8,326-	429.66		0	187,752.49		0	187,752.49-
90 02	POLICE SECURITY SERVICES	6,013-	.00		0	.00		0	.00
90 03	CODE ENF ABATE/DEMO REV	7,634	360.00	5	91,575	102,517.39	112	91,575	10,942.39-
90 04	MISC. POLICE REVENUES	125	62.00	50	1,500	2,876.83	192	1,500	1,376.83-
90 05	INVESTIGATIVE COSTS REIM	4,537	4,498.12	99	54,400	56,009.51	103	54,400	1,609.51-
90 09	PROPERTY REGISTRATION	625	1,300.00	208	7,500	5,000.00	67	7,500	2,500.00
90 12	LEISURE SVCS -CANCEL FEES	0	.00		0	1,750.36		0	1,750.36-
90 *	OTHER MISC REVENUES	1,418-	6,649.78		154,975	355,906.58	230	154,975	200,931.58-
96 00	INSURANCE REFUND/PROCEEDS	2,572	6,032.86	235	10,285	32,261.97	314	10,285	21,976.97-
369 **	OTHER MISC REVENUES	1,154	12,682.64	1099	165,260	388,168.55	235	165,260	222,908.55-
360 ***	MISCELLANEOUS REVENUES	40,284	45,524.90		591,867	530,166.66		591,867	61,700.34
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 10	TRF FROM COCOA CRA (110)	116,865	12,500.00	11	1,402,380	1,402,380.00	100	1,402,380	.00
91 12	TRF FROM US1 CRA (112)	0	.00		5	.00		5	5.00
91 20	TRF FROM DBT SVC (201)	0	.00		0	2,917.41		0	2,917.41-
91 21	TRF FROM W/S FUND (421)	0	.00		0	418,716.13		0	418,716.13-
91 30	TRF FROM CAP PROJ (301)	86,539	.00		778,819	.00		778,819	778,819.00
91 *	TRANSFER FROM	203,404	12,500.00	6	2,181,204	1,824,013.54	84	2,181,204	357,190.46
381 **	INTERFUND TRANSFER	203,404	12,500.00	6	2,181,204	1,824,013.54	84	2,181,204	357,190.46

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS (ROI)	603,123	603,112.88	100	7,237,355	7,237,355.00	100	7,237,355	.00
40 01	6% PILOFF	130,252	130,243.00	100	1,562,914	1,562,916.00	100	1,562,914	2.00-
40 *	CONTRIBUTIONS (ROI)	733,375	733,355.88	100	8,800,269	8,800,271.00	100	8,800,269	2.00-
382 **	CONTRIBUTIONS ENTERPRISE	733,375	733,355.88	100	8,800,269	8,800,271.00	100	8,800,269	2.00-
383	INSTLMT PURCH/CAP LEASE								
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384	DEBT PROCEEDS								
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
99 11	RESTR. CASH CARRY FORWARD	300	.00		3,600	.00		3,600	3,600.00
99 50	FUND BAL-APPROP. RESERVES	766,069	.00		7,683,740	.00		7,683,740	7,683,740.00
99 *	BALANCE FORWARD	766,369	.00		7,687,340	.00		7,687,340	7,687,340.00
389 **	NON OPERATING SOURCES	766,369	.00		7,687,340	.00		7,687,340	7,687,340.00
380 ***	OTHER SOURCES(NON-REV)	1,703,148	745,855.88		18,668,813	10,624,284.54		18,668,813	8,044,528.46
FUND TOTAL	GENERAL FUND	3,649,856	2,874,962.68		51,924,073	44,453,815.16		51,924,073	7,470,257.84
GRAND TOTAL		3,649,856	2,874,962.68		51,924,073	44,453,815.16		51,924,073	7,470,257.84

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	54105	93219.26	172	849660	737643.46	87	.00	849660	112016.54	87
11 **	EXECUTIVE SALARIES	54105	93219.26	172	849660	737643.46	87	.00	849660	112016.54	87
12-00	REGULAR SALARIES & WAGES	1111822	1579839.33	142	13481190	12279574.39	91	.00	13481190	1201615.61	91
12-06	SALARIES/CONTRACTUAL	2087	10122.00	485	25000	46053.00	184	.00	25000	21053.00-	184
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-09	SALARIES & WAGES CONTRA	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	17449	48058.36	275	139297	271808.05	195	.00	139297	132511.05-	195
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1131358	1638019.69	145	13645487	12597435.44	92	.00	13645487	1048051.56	92
13-00	OTHER SALARIES & WAGES	101706	125909.58	124	982476	911261.94	93	.00	982476	71214.06	93
13 **	OTHER SALARIES & WAGES	101706	125909.58	124	982476	911261.94	93	.00	982476	71214.06	93
14-00	OVERTIME	37946	100889.57	266	454195	657755.51	145	.00	454195	203560.51-	145
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14-20	JAG COVID 2020-VD-BX-1270	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	37946	100889.57	266	454195	657755.51	145	.00	454195	203560.51-	145
15-00	SPECIAL PAY	30725	58299.28	190	368502	429307.48	117	.00	368502	60805.48-	117
15 **	SPECIAL PAY	30725	58299.28	190	368502	429307.48	117	.00	368502	60805.48-	117
20-00	CLOTHING/SHOE ALLOWANCE	2029	3120.00	154	24085	18307.21	76	.00	24085	5777.79	76
20 **	CLOTHING/SHOE ALLOWANCE	2029	3120.00	154	24085	18307.21	76	.00	24085	5777.79	76
21-00	FICA TAXES	99407	152106.28	153	1191443	1153371.25	97	.00	1191443	38071.75	97
21 **	FICA TAXES	99407	152106.28	153	1191443	1153371.25	97	.00	1191443	38071.75	97
22-00	RETIREMENT CONTRIBUTIONS	82938	124440.01	150	1002044	991086.69	99	.00	1002044	10957.31	99
22-01	FIRE PENSION	184299	302971.93	164	2211478	2143398.60	97	.00	2211478	68079.40	97
22-02	STATE CONTRIBUTIONS	20620	.00	0	298342	349781.44	117	.00	298342	51439.44-	117

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
22-03	NON FRS RETIREMENT CONT	3305	3973.09	120	31618	32110.69	102	.00	31618	492.69-	102
22 **	RETIREMENT CONTRIBUTIONS	291162	431385.03	148	3543482	3516377.42	99	.00	3543482	27104.58	99
23-00	INSURANCES	6367	5942.51	93	73087	57771.60	79	.00	73087	15315.40	79
23-02	MEDICARE PART B	32104	50457.49	157	385160	372027.51	97	.00	385160	13132.49	97
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	276077	329550.22	119	3326839	2694486.85	81	.00	3326839	632352.15	81
23-05	HEALTH GF RETIREES 50%	3684	3686.58	100	44241	40142.76	91	.00	44241	4098.24	91
23-06	HEALTH GF RETIREES 100%	25405	19656.86	77	304761	251447.88	83	.00	304761	53313.12	83
23-07	DENTAL INSURANCE	14413	16059.33	111	172767	142257.88	82	.00	172767	30509.12	82
23-08	VISION INSURANCE	2893	3004.35	104	33594	26861.19	80	.00	33594	6732.81	80
23-09	LONG TERM DISABILITY	4112	5683.90	138	48321	46521.20	96	.00	48321	1799.80	96
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	365055	434041.24	119	4388770	3631516.87	83	.00	4388770	757253.13	83
24-00	WORKER'S COMPENSATION	58513	81295.81	139	700495	702084.90	100	.00	700495	1589.90-	100
24 **	WORKER'S COMPENSATION	58513	81295.81	139	700495	702084.90	100	.00	700495	1589.90-	100
25-00	UNEMPLOYMENT COMPENSATION	837	.00	0	10000	6328.45	63	.00	10000	3671.55	63
25 **	UNEMPLOYMENT COMPENSATION	837	.00	0	10000	6328.45	63	.00	10000	3671.55	63
27-00	BENEFIT OFFSET	20775	24703.02	119	249285	207995.27	83	.00	249285	41289.73	83
27 **	BENEFIT OFFSET	20775	24703.02	119	249285	207995.27	83	.00	249285	41289.73	83
28-00	PERS SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
28 **	PERS SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
31-00	PROFESSIONAL SERVICES	45398	30907.77	68	471544	320920.35	68	109311.23	471544	41312.42	91
31-01	LEGAL EXPENSES	53698	68416.98	127	485973	447690.92	92	10502.08	485973	27780.00	94
31-02	MEDICAL SERVICES	4017	.00	0	48160	37464.93	78	4972.57	48160	5722.50	88

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	81	.00	0	13905	13905.00	100	.00	13905	.00	100
31-06	EDA-04-69-07348 GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-11	USDA MANAGE FOREST GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-13	FIND BV-C0-20-146 BT RAMP	574-	.00	0	0	.00	0	.00	0	.00	0
31-14	FIND BV-CO-20-147 DREDGIN	1022-	.00	0	0	.00	0	.00	0	.00	0
31-15	FIND BV-CO-21-152 DRG PII	2500	.00	0	30000	.00	0	.00	30000	30000.00	0
31-16	FIND BV-CO-21-151 BT PII	16666	.00	0	50000	50000.00	100	.00	50000	.00	100
31-33	EMPLOYEE HEALTH CENTER	17322	20852.15	120	207853	177480.57	85	30372.43	207853	.00	100
31 **	PROFESSIONAL SERVICES	138086	120176.90	87	1307435	1047461.77	80	155158.31	1307435	104814.92	92
32-00	ACCOUNTING & AUDITING	6174	.00	0	74000	74000.00	100	.00	74000	.00	100
32 **	ACCOUNTING & AUDITING	6174	.00	0	74000	74000.00	100	.00	74000	.00	100
34-00	CONTRACT SERVICES	95816	54078.69	56	1138394	810407.98	71	85713.00	1138394	242273.02	79
34-02	FDEP-RESILIENCY4190120	0	.00	0	0	.00	0	.00	0	.00	0
34-03	CUSTOMER SERVICE CONTRACT	231651	248374.24	107	2779713	2650499.74	95	.00	2779713	129213.26	95
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	42196	40964.98	97	450000	403876.46	90	15258.04	450000	30865.50	93
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34-23	JAG 2022-22-GG-02810	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	369663	343417.91	93	4368107	3864784.18	89	100971.04	4368107	402351.78	91
39-00	CONTINGENCY	20164-	.00	0	53653	.00	0	.00	53653	53653.00	0
39-01	EMS RESTRICTED	0	.00	0	0	.00	0	.00	0	.00	0
39-10	RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	17786-	.00	0	0	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
39 **	CONTINGENCY	37950-	.00	0	53653	.00	0	.00	53653	53653.00	0
40-00	TRAVEL & PER DIEM	4901	9916.74	202	100918	41306.75	41	.00	100918	59611.25	41
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40-22	JAG-21-GG-01363	775	175.86-	23-	6951	1302.60	19	.00	6951	5648.40	19
40 **	TRAVEL & PER DIEM	5676	9740.88	172	107869	42609.35	40	.00	107869	65259.65	40
41-00	COMMUNICATION	17320	4828.23	28	179545	146035.31	81	10163.17	179545	23346.52	87
41 **	COMMUNICATION	17320	4828.23	28	179545	146035.31	81	10163.17	179545	23346.52	87
42-00	POSTAGE & FREIGHT	38196	43261.31	113	450589	398084.81	88	19217.83	450589	33286.36	93
42 **	POSTAGE & FREIGHT	38196	43261.31	113	450589	398084.81	88	19217.83	450589	33286.36	93
43-00	ELECTRIC/WATER/SEWER	61474	65526.05	107	799902	636668.95	80	152682.80	799902	10550.25	99
43 **	ELECTRIC/WATER/SEWER	61474	65526.05	107	799902	636668.95	80	152682.80	799902	10550.25	99
44-00	RENTALS AND LEASES	12406	7836.95	63	148576	136165.02	92	3974.63	148576	8436.35	94
44 **	RENTALS AND LEASES	12406	7836.95	63	148576	136165.02	92	3974.63	148576	8436.35	94
45-00	INSURANCE	53414	.00	0	551186	548215.76	100	.00	551186	2970.24	100
45 **	INSURANCE	53414	.00	0	551186	548215.76	100	.00	551186	2970.24	100
46-00	REPAIRS & MAINTENANCE	75397	66709.94	89	812895	548577.31	68	104013.33	812895	160304.36	80
46-02	REPAIR/MAINT BUILDING	18699-	62673.43	335-	310387	215349.85	69	29243.98	310387	65793.17	79
46-03	REPAIR/MAINT-VEHICLES	57695	22827.74	40	423596	335677.04	79	24673.40	423596	63245.56	85
46-05	HYDRANT FEES	20022	20062.85	100	240198	240754.20	100	.00	240198	556.20-	100
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	134415	172273.96	128	1787076	1340358.40	75	157930.71	1787076	288786.89	84
47-00	PRINTING & BINDING	10045	10138.90	101	169404	121760.34	72	26730.18	169404	20913.48	88
47 **	PRINTING & BINDING	10045	10138.90	101	169404	121760.34	72	26730.18	169404	20913.48	88
48-00	PROMOTIONAL ACTIVITIES	4643	318.42	7	72550	42398.58	58	.00	72550	30151.42	58
48-11	BUSINESS ASSIST. PROGRAM	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
48 **	PROMOTIONAL ACTIVITIES	4643	318.42	7	72550	42398.58	58	.00	72550	30151.42	58
49-00	OTHER CHARGES & OBLIG.	46433	6242.47	13	245216	157670.00	64	40446.82	245216	47099.18	81
49-02	ADVERTISING	178-	.00	0	1500	.00	0	.00	1500	1500.00	0
49-05	BROWNFIELDS REDEV PROG	0	.00	0	0	.00	0	.00	0	.00	0
49-06	BROWNFIELD PROG CITY COST	424	.00	0	5000	2000.00	40	.00	5000	3000.00	40
49-07	BAD DEBT EXPENSE	0	96341.63	0	0	43442.96	0	.00	0	43442.96-	0
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1122	.00	0	15000	14990.00	100	.00	15000	10.00	100
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	47801	102584.10	215	266716	218102.96	82	40446.82	266716	8166.22	97
51-00	OFFICE SUPPLIES	3444	4518.83	131	43993	24971.93	57	.00	43993	19021.07	57
51 **	OFFICE SUPPLIES	3444	4518.83	131	43993	24971.93	57	.00	43993	19021.07	57
52-00	OPERATING SUPPLIES	113142	47109.77	42	873272	721483.46	83	50841.87	873272	100946.67	88
52-02	UNIFORMS	1726	2706.27	157	74674	24996.88	34	12418.67	74674	37258.45	50
52-05	EMS 1st RESP-CONSUM SUPP	3864	3872.81	100	46357	44180.51	95	1263.02	46357	913.47	98
52-07	JANITORIAL SUPPLIES	1512-	1679.56	111-	37644	31845.35	85	.00	37644	5798.65	85
52-10	HEATING FUEL	792	573.55	72	4427	3679.75	83	747.25	4427	.00	100
52-11	JAG GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-12	BULLETPROOF VEST GRANT	125-	.00	0	0	.00	0	.00	0	.00	0
52-13	VOCA GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-14	JAG 2020-DJ-BX-0410	0	.00	0	0	.00	0	.00	0	.00	0
52-22	BULLET PROOF V 2020	2270	1176.00	52	20438	14135.23	69	.00	20438	6302.77	69
52-23	BULLET PROOF VEST 2021	2510	.00	0	26620	.00	0	26620.00	26620	.00	100

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
52-30	FUEL, OIL, & LUBRICANTS	35750	56216.70	157	335575	344377.21	103	.00	335575	8802.21-	103
52-33	EMPLOYEE HEALTH CENTER	8379	7981.75	95	100548	72578.56	72	27969.44	100548	.00	100
52 **	OPERATING SUPPLIES	166796	121316.41	73	1519555	1257276.95	83	119860.25	1519555	142417.80	91
53-00	ROAD MATERIALS/SUPPLIES	3184	10285.67	323	38175	38099.65	100	844.67	38175	769.32-	102
53 **	ROAD MATERIALS/SUPPLIES	3184	10285.67	323	38175	38099.65	100	844.67	38175	769.32-	102
54-00	MEMBERSHIP/PUBLICATIONS	5594	2304.95	41	66014	55663.40	84	.00	66014	10350.60	84
54 **	MEMBERSHIP/PUBLICATIONS	5594	2304.95	41	66014	55663.40	84	.00	66014	10350.60	84
55-00	TRAINING	10386	1570.00	15	132741	76648.77	58	3150.00	132741	52942.23	60
55-01	EDA PROGRAM	837	536.08	64	10000	3396.68	34	.00	10000	6603.32	34
55-22	JAG 21-GG-01363	775	.00	0	6951	2975.00	43	.00	6951	3976.00	43
55 **	TRAINING	11998	2106.08	18	149692	83020.45	56	3150.00	149692	63521.55	58
56-15	IT-RELATED OPERATING EXP	330921	7541.41	2	3684599	599674.89	16	38880.58	3684599	3046043.53	17
56-16	EMS DATA COLLECTION-BEMO	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	330921	7541.41	2	3684599	599674.89	16	38880.58	3684599	3046043.53	17
57-99	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
57 **	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58-98	EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
58-99	OTHER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	164226	.00	0	483621	458620.50	95	.00	483621	25000.50	95
61 **	LAND	164226	.00	0	483621	458620.50	95	.00	483621	25000.50	95
62-00	BUILDINGS	49607	8387.15	17	1124137	142028.63	13	.00	1124137	982108.37	13

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	49607	8387.15	17	1124137	142028.63	13	.00	1124137	982108.37	13
63-00	INFRASTRUCTURE	394877	71754.33	18	2444945	971583.07	40	97684.69	2444945	1375677.24	44
63-04	FDOT LAP 2020-SIDEWALKS	0	.00	0	0	.00	0	.00	0	.00	0
63-07	IMPROVE OTHER THAN BLDG	85000	.00	0	85000	.00	0	.00	85000	85000.00	0
63-13	FIND BV-CO-20-146 BT RAMP	1714	.00	0	10284	9276.40	90	.00	10284	1007.60	90
63-14	FIND BV-CO-20-147 DREDGIN	3080	.00	0	18490	8236.30	45	.00	18490	10253.70	45
63-15	FIND BV-CO-21-152 DRGPII	22583	.00	0	203255	127563.27	63	.00	203255	75691.73	63
63-16	FIND BV-CO-21-151 BT PII	29524	.00	0	310475	295670.00	95	.00	310475	14805.00	95
63 **	INFRASTRUCTURE	536778	71754.33	13	3072449	1412329.04	46	97684.69	3072449	1562435.27	49
64-00	MACHINERY AND EQUIPMENT	40570-	222663.14	549-	2032678	1097914.34	54	319747.92	2032678	615015.74	70
64-01	BC EMS GRANT 2020 AWARD	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	3458	.00	0	38088	35719.31	94	.00	38088	2368.69	94
64-16	FIREHOUSE SUBS-EXTRAC EQ	0	.00	0	0	.00	0	.00	0	.00	0
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	37112-	222663.14	600-	2070766	1133633.65	55	319747.92	2070766	617384.43	70
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	0	.00	0	1139796	1085744.00	95	.00	1139796	54052.00	95

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
81 **	AIDS TO GOVT AGENCY	0	.00	0	1139796	1085744.00	95	.00	1139796	54052.00	95
82-01	ECON DEV INCENTIVE CONTR	1674	.00	0	20000	20000.00	100	.00	20000	.00	100
82 **	AID PRIVATE ORGANIZATION	1674	.00	0	20000	20000.00	100	.00	20000	.00	100
83-00	OTHER GRANTS & AIDS	212	.00	0	2500	.00	0	.00	2500	2500.00	0
83-01	MISC GRANTS/DONATIONS	1274	.00	0	15200	.00	0	.00	15200	15200.00	0
83-10	CARES CRF #107-2020	0	.00	0	0	.00	0	.00	0	.00	0
83-11	UPSTART COCOA PROGRAM	0	.00	0	0	.00	0	.00	0	.00	0
83 **	OTHER GRANTS & AIDS	1486	.00	0	17700	.00	0	.00	17700	17700.00	0
91-03	TO CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	TO HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	TO BLDG PERM(107)	0	.00	0	0	2140.09-	0	.00	0	2140.09	0
91-08	TO SEC 108 LOAN (108)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	TO COCOA CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	TO DIAMOND SQ (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	TO US 1 CRA (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TO GF DEBT SVC (201)	145761	145757.01	100	1749088	1749088.00	100	.00	1749088	.00	100
91-21	TO WATER SEWER (421)	0	.00	0	0	40036.67	0	.00	0	40036.67-	0
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRCTD ASSET (425)	0	.00	0	0	1815695.90	0	.00	0	1815695.90-	0
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-32	TO RVRFRNT/LWP (302)	0	.00	0	0	.00	0	.00	0	.00	0
91-33	TO FISKE CAP PROJ (303)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91 **	INTERFUND TRANSFER	145761	145757.01	100	1749088	3602680.48	206	.00	1749088	1853592.48-	206
FUND 001	TOTAL *********										
	GENERAL FUND	4439338	4619727.35	104	51924073	43099774.20	83	1247443.60	51924073	7576855.20	85
GRAND	TOTAL *********										
		4439338	4619727.35	104	51924073	43099774.20	83	1247443.60	51924073	7576855.20	85

FY 2022 Budget by Classification Report - Summary Listing

9/30/2022

Target for September2022 is 100%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 69,083,674	$ -	$ 70,875,577	$ (1,791,903)	103%
INTERGOVERNMENTAL/GRANTS	$ -	$ -	$ -	$ -	0%
MISCELLANEOUS	$ 214,444	$ -	$ (554,760)	$ 769,204	-259%
OTHER SOURCES (*NON-REVENUE)	$ 15,568,847	$ -	$ 6,129,482	$ 9,439,365	39%
REVENUE TOTALS	**$ 84,866,965**	**$ -**	**$ 76,450,299**	**$ 8,416,666**	**90%**
EXPENSE					
SALARIES AND BENEFITS	$ 19,645,565	$ -	$ 15,671,802	$ 3,973,763	80%
OPERATING EXPENDITURES	$ 31,227,719	$ 2,353,362	$ 23,492,033	$ 5,382,324	83%
CAPITAL OUTLAY	$ 9,966,775	$ 1,288,644	$ 785,226	$ 7,892,905	21%
GRANTS, AIDS AND OTHER	$ 24,026,906	$ -	$ 24,024,157	$ 2,749	100%
EXPENSE TOTALS	**$ 84,866,965**	**$ 3,642,006**	**$ 63,973,218**	**$ 17,251,741**	80%
REVENUE TOTALS	**$ 84,866,965**	**$ -**	**$ 76,450,299**	**$ 8,416,666**	**90%**
EXPENSE TOTALS	**$ 84,866,965**	**$ 3,642,006**	**$ 63,973,218**	**$ 17,251,741**	**80%**
**	**$ -**	**$ (3,642,006)**	**$ 12,477,081**	**$ (8,835,075)**	

*Includes adjustment in investments fair market value

**Unaudited

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320		OTHER PERMITS & FEES								
324		IMPACT FEES								
03	*	IMPACT FEES - RETAIL BLDG	0	.00		0	.00		0	.00
324	**	IMPACT FEES	0	.00		0	.00		0	.00
320	***	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
334	**	STATE GRANT	0	.00		0	.00		0	.00
337		GRANTS FROM LOCAL UNITS								
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
31	00	WATER SALES	4,832,145	5,354,291.73	111	57,985,663	58,961,835.24	102	57,985,663	976,172.24-
33	00	WATER CONNECTION FEE	44,593	30,190.98	68	535,105	744,873.75	139	535,105	209,768.75-
36	00	WATER HYDRANT FEES	314,828	320,926.91	102	3,777,881	3,817,186.39	101	3,777,881	39,305.39-
39	06	HYDRANT RESID FLOW TEST	137	1,200.00	876	1,600	12,120.00	758	1,600	10,520.00-
39	07	BACKFLOW DEVICE TEST	12,087	18,678.88	155	145,000	154,892.81	107	145,000	9,892.81-
39	08	JUMPER METERS	62	70.00	113	700	1,630.00	233	700	930.00-
39	09	PLAN REVIEW/CONST INSPECT	1,000	4,060.00	406	12,000	41,100.00	343	12,000	29,100.00-
39	10	BACKFLOW PRV/RLCT TEMP	49	285.42	583	500	2,165.04	433	500	1,665.04-
39	*	WATER OTHER INCOME	13,335	24,294.30	182	159,800	211,907.85	133	159,800	52,107.85-
51	00	SEWER SALES	518,283	613,107.58	118	6,219,374	6,720,122.05	108	6,219,374	500,748.05-
51	*	SEWER SALES	518,283	613,107.58	118	6,219,374	6,720,122.05	108	6,219,374	500,748.05-
53	02	SEWER CONN INDIAN HILLS	0	.00		0	8,873.61		0	8,873.61-
59	01	GREASE TRAP PERMITS	524	736.41	141	6,200	8,656.79	140	6,200	2,456.79-
60	00	REUSE WATER SALES	32,731	36,458.42	111	392,651	394,525.40	101	392,651	1,874.40-
60	01	REUSE WATER INSTALLATION	587	244.16-	42	7,000	7,595.92	109	7,000	595.92-
60	*	REUSE WATER SALES	33,318	36,214.26	109	399,651	402,121.32	101	399,651	2,470.32-

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
343	**	PHYSICAL ENVIRONMENT	5,757,026	6,379,762.17	111	69,083,674	70,875,577.00	103	69,083,674	1,791,903.00-
340	***	CHARGES FOR SERVICES	5,757,026	6,379,762.17		69,083,674	70,875,577.00		69,083,674	1,791,903.00-
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	0	.00		0	285,785.47		0	285,785.47-
10	02	INVESTMENT INTEREST	10,747	.00		128,964	147,986.20	115	128,964	19,022.20-
10	11	INTEREST/CBOS	0	.00		0	107.93		0	107.93-
10	*	INTEREST	10,747	.00		128,964	433,879.60	336	128,964	304,915.60-
30	00	NET INC/DEC FMV INVESTMNT	0	.00		0	1,115,344.53-		0	1,115,344.53
40	00	GAIN/(LOSS) SALE INVEST	0	.00		0	109,093.27-		0	109,093.27
40	*	GAIN/(LOSS) SALE INVEST	0	.00		0	109,093.27-		0	109,093.27
361	**	INTEREST & OTHER EARNINGS	10,747	.00		128,964	790,558.20-	613	128,964	919,522.20
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	112	.00		1,300	.00		1,300	1,300.00
362	**	RENT AND ROYALTIES	112	.00		1,300	.00		1,300	1,300.00
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	0	.00		0	12,076.65-		0	12,076.65
10	00	GAIN/(LOSS)SALE OF F/A	831	6,500.00	782	9,950	46,836.61	471	9,950	36,886.61-
364	**	DISPOSITION FIXED ASSETS	831	6,500.00	782	9,950	34,759.96	349	9,950	24,809.96-
365		SALE SURPLUS MTRLS &SCRAP								
00	00	SALE SURPLUS MTRLS &SCRAP	250	1,661.60	665	3,000	17,255.00	575	3,000	14,255.00-
365	**	SALE SURPLUS MTRLS &SCRAP	250	1,661.60	665	3,000	17,255.00	575	3,000	14,255.00-
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	4,074	274.05	7	48,778	160,875.05	330	48,778	112,097.05-
90	*	OTHER MISC REVENUES	4,074	274.05	7	48,778	160,875.05	330	48,778	112,097.05-
96	00	INSURANCE REFUND/PROCEEDS	2,492	.00		22,452	22,908.43	102	22,452	456.43-
369	**	OTHER MISC REVENUES	6,566	274.05	4	71,230	183,783.48	258	71,230	112,553.48-
360	***	MISCELLANEOUS REVENUES	18,506	8,435.65		214,444	554,759.76-		214,444	769,203.76
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
91	01	GENERAL FUND (001)	0	.00		0	40,036.67		0	40,036.67-
91	24	RENEW & REPLACE (424)	107,605	.00		1,076,077	1,076,077.00	100	1,076,077	.00
91	25	TRF FROM W/S REST (425)	0	.00		0	4,746,098.63		0	4,746,098.63-
91	52	TRF FROM WORK COMP (520)	0	.00		0	267,269.84		0	267,269.84-
91	*	TRANSFER FROM	107,605	.00		1,076,077	6,129,482.14	570	1,076,077	5,053,405.14-
381	**	INTERFUND TRANSFER	107,605	.00		1,076,077	6,129,482.14	570	1,076,077	5,053,405.14-
383		INSTLMT PURCH/CAP LEASE								
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
83	*	CAP CONTRIB VIERA	0	.00		0	.00		0	.00
99	50	FUND BAL-APPROP. RESERVES	1,332,512	.00		14,492,770	.00		14,492,770	14,492,770.00
99	*	BALANCE FORWARD	1,332,512	.00		14,492,770	.00		14,492,770	14,492,770.00
389	**	NON OPERATING SOURCES	1,332,512	.00		14,492,770	.00		14,492,770	14,492,770.00
380	***	OTHER SOURCES(NON-REV)	1,440,117	.00		15,568,847	6,129,482.14		15,568,847	9,439,364.86
FUND TOTAL		WATER/SEWER FUND	7,215,649	6,388,197.82		84,866,965	76,450,299.38		84,866,965	8,416,665.62
GRAND TOTAL			7,215,649	6,388,197.82		84,866,965	76,450,299.38		84,866,965	8,416,665.62

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	13489	18607.21	138	161758	147035.67	91	.00	161758	14722.33	91
11 **	EXECUTIVE SALARIES	13489	18607.21	138	161758	147035.67	91	.00	161758	14722.33	91
12-00	REGULAR SALARIES & WAGES	950035	1116520.15	118	11725455	9441217.32	81	.00	11725455	2284237.68	81
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	6011	21594.84	359	36091	85226.52	236	.00	36091	49135.52-	236
12 **	REGULAR SALARIES & WAGES	956046	1138114.99	119	11761546	9526443.84	81	.00	11761546	2235102.16	81
13-00	OTHER SALARIES & WAGES	49788	55799.96	112	597082	453707.71	76	.00	597082	143374.29	76
13 **	OTHER SALARIES & WAGES	49788	55799.96	112	597082	453707.71	76	.00	597082	143374.29	76
14-00	OVERTIME	54410	89696.14	165	652294	779861.62	120	.00	652294	127567.62-	120
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	54410	89696.14	165	652294	779861.62	120	.00	652294	127567.62-	120
15-00	SPECIAL PAY	1487	175.00	12	17500	2100.00	12	.00	17500	15400.00	12
15 **	SPECIAL PAY	1487	175.00	12	17500	2100.00	12	.00	17500	15400.00	12
20-00	CLOTHING/SHOE ALLOWANCE	2071	360.00	17	22165	20347.09	92	.00	22165	1817.91	92
20 **	CLOTHING/SHOE ALLOWANCE	2071	360.00	17	22165	20347.09	92	.00	22165	1817.91	92
21-00	FICA TAXES	70119	97962.82	140	841032	822340.96	98	.00	841032	18691.04	98
21 **	FICA TAXES	70119	97962.82	140	841032	822340.96	98	.00	841032	18691.04	98
22-00	RETIREMENT CONTRIBUTIONS	117418	165968.69	141	1417043	1490686.75	105	.00	1417043	73643.75-	105
22-01	PENSION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
22-03	NON FRS RETIREMENT CONT	1373	584.08	43	8218	8588.57	105	.00	8218	370.57-	105
22 **	RETIREMENT CONTRIBUTIONS	118791	166552.77	140	1425261	1499275.32	105	.00	1425261	74014.32-	105
23-00	INSURANCES	4360	4245.03	97	52100	34355.06	66	.00	52100	17744.94	66
23-02	RETIREES OTHER INSURANCES	11972	16791.81	140	143620	134678.36	94	.00	143620	8941.64	94
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	245609	269054.89	110	2947000	2065136.82	70	.00	2947000	881863.18	70

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-05	HEALTH RETIREES 50%	834	819.24	98	9832	9830.88	100	.00	9832	1.12	100
23-06	HEALTH RETIREES 100%	5743	4096.20	71	68817	50792.88	74	.00	68817	18024.12	74
23-07	DENTAL INSURANCE	11853	12208.91	103	141961	100737.53	71	.00	141961	41223.47	71
23-08	VISION INSURANCE	2332	2336.08	100	27632	19291.46	70	.00	27632	8340.54	70
23-09	LONG TERM DISABILITY	3036	4362.32	144	36300	34497.85	95	.00	36300	1802.15	95
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	285739	313914.48	110	3427262	2449320.84	72	.00	3427262	977941.16	72
24-00	WORKER'S COMPENSATION	45630	49064.33	108	547065	481942.63	88	.00	547065	65122.37	88
24 **	WORKER'S COMPENSATION	45630	49064.33	108	547065	481942.63	88	.00	547065	65122.37	88
25-00	UNEMPLOYMENT COMPENSATION	1850	.00	0	15000	8439.34	56	.00	15000	6560.66	56
25 **	UNEMPLOYMENT COMPENSATION	1850	.00	0	15000	8439.34	56	.00	15000	6560.66	56
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	14800	16631.00	112	177600	136516.80	77	.00	177600	41083.20	77
27 **	BENEFIT OFFSET	14800	16631.00	112	177600	136516.80	77	.00	177600	41083.20	77
31-00	PROFESSIONAL SERVICES	52707	18529.73	35	598488	161316.50	27	85731.65	598488	351439.85	41
31-01	LEGAL EXPENSES	39442	19373.50	49	469258	96614.27	21	74403.24	469258	298240.49	36
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	191285	110522.21	58	1662353	1340718.34	81	284538.73	1662353	37095.93	98
31-33	EMPLOYEE HEALTH CENTER	12460	14998.91	120	149509	127661.44	85	21847.56	149509	.00	100
31 **	PROFESSIONAL SERVICES	295894	163424.35	55	2879608	1726310.55	60	466521.18	2879608	686776.27	76
32-00	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
32 **	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
34-00	CONTRACT SERVICES	101821	15050.18	15	1467651	1143066.59	78	216213.77	1467651	108370.64	93
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	580591	580591.00	100	6966971	6966971.00	100	.00	6966971	.00	100
34 **	CONTRACT SERVICES	682412	595641.18	87	8434622	8110037.59	96	216213.77	8434622	108370.64	99
39-00	CONTINGENCY	372669-	.00	0	99570	.00	0	.00	99570	99570.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	372669-	.00	0	99570	.00	0	.00	99570	99570.00	0
40-00	TRAVEL AND PER DIEM	182	744.72	409	14251	6382.17	45	.00	14251	7868.83	45
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	182	744.72	409	14251	6382.17	45	.00	14251	7868.83	45
41-00	COMMUNICATION	28450	1235.53	4	216103	179746.98	83	22298.23	216103	14057.79	94
41 **	COMMUNICATION	28450	1235.53	4	216103	179746.98	83	22298.23	216103	14057.79	94
42-00	FREIGHT & POSTAGE SERVICE	8559-	635.26	7-	5156	2350.21	46	.00	5156	2805.79	46
42 **	FREIGHT & POSTAGE SERVICE	8559-	635.26	7-	5156	2350.21	46	.00	5156	2805.79	46
43-00	ELECTRIC/WATER/SEWER	177411	303603.12	171	2119680	1777573.34	84	144874.27	2119680	197232.39	91
43 **	ELECTRIC/WATER/SEWER	177411	303603.12	171	2119680	1777573.34	84	144874.27	2119680	197232.39	91
44-00	RENTAL AND LEASES	3528	1798.95	51	42775	32847.55	77	16112.35	42775	6184.90-	115
44 **	RENTAL AND LEASES	3528	1798.95	51	42775	32847.55	77	16112.35	42775	6184.90-	115
45-00	INSURANCE	67674	.00	0	620607	620606.94	100	.00	620607	.06	100
45 **	INSURANCE	67674	.00	0	620607	620606.94	100	.00	620607	.06	100
46-00	REPAIRS & MAINTENANCE	325936	592114.79	182	6773523	5153005.21	76	584537.35	6773523	1035980.44	85
46-02	REPAIR/MAINT BUILDING	29774	10585.37	36	362157	287858.98	80	.00	362157	74298.02	80
46-03	REPAIR/MAINT-VEHICLES	21714	13546.75	62	232237	146897.59	63	.00	232237	85339.41	63
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46 **	REPAIRS & MAINTENANCE	377424	616246.91	163	7367917	5587761.78	76	584537.35	7367917	1195617.87	84
47-00	PRINTING & BINDING	655	18.00	3	7420	1791.00	24	.00	7420	5629.00	24
47 **	PRINTING & BINDING	655	18.00	3	7420	1791.00	24	.00	7420	5629.00	24
48-00	PROMOTIONAL ACTIVITIES	1674	1412.28	84	20000	14723.27	74	860.00	20000	4416.73	78
48 **	PROMOTIONAL ACTIVITIES	1674	1412.28	84	20000	14723.27	74	860.00	20000	4416.73	78
49-00	OTHER CHARGES & OBLIG.	7223	51144.60	708	57955	52810.63	91	1439.10	57955	3705.27	94
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	183158.45	0	0	123943.38	0	.00	0	123943.38-	0
49-08	CASH OVER & UNDER	0	43.95-	0	0	70.59-	0	.00	0	70.59	0
49-09	DOCUMENT RECORDING CHGS	250	40.50-	16-	3000	1952.80-	65-	435.50	3000	4517.30	51-
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	7473	234218.60	3134	60955	174730.62	287	1874.60	60955	115650.22-	290
51-00	OFFICE SUPPLIES	2000	1895.90	95	25146	16007.21	64	.00	25146	9138.79	64
51 **	OFFICE SUPPLIES	2000	1895.90	95	25146	16007.21	64	.00	25146	9138.79	64
52-00	OPERATING SUPPLIES	79468	59356.73	75	786267	699841.04	89	15841.54	786267	70584.42	91
52-07	JANITORIAL SUPPLIES	1781	524.88	30	10240	8001.28	78	.00	10240	2238.72	78
52-09	CHEMICALS	361505	450931.08	125	4413258	3780809.91	86	561938.14	4413258	70509.95	98
52-30	FUEL OIL & LUBRICANTS	101989	55922.79	55	467491	444748.61	95	20968.74	467491	1773.65	100
52-33	EMPLOYEE HEALTH CENTER	6027	5741.27	95	72324	52205.67	72	20118.33	72324	.00	100
52 **	OPERATING SUPPLIES	550770	572476.75	104	5749580	4985606.51	87	618866.75	5749580	145106.74	98
53-00	ROAD MATERIALS/SUPPLIES	1536	873.18	57	26242	19940.54	76	131.34	26242	6170.12	77
53 **	ROAD MATERIALS/SUPPLIES	1536	873.18	57	26242	19940.54	76	131.34	26242	6170.12	77
54-00	MEMBERSHIP/PUBLICATIONS	3321	230.00	7	39445	33409.50	85	.00	39445	6035.50	85

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
54 **	MEMBERSHIP/PUBLICATIONS	3321	230.00	7	39445	33409.50	85	.00	39445	6035.50	85
55-00	TRAINING	6293	8470.74	135	79547	41316.32	52	3329.76	79547	34900.92	56
55-01	EDA PROGRAM	338	180.29	53	3050	2313.10	76	.00	3050	736.90	76
55 **	TRAINING	6631	8651.03	131	82597	43629.42	53	3329.76	82597	35637.82	57
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	362757	3183.95	1	3416045	327064.51	10	78349.05	3416045	3010631.44	12
56 **	TECHNOLOGY SYSTEMS	362757	3183.95	1	3416045	327064.51	10	78349.05	3416045	3010631.44	12
59-00	DEPRECIATION EXPENSE	0	.00	0	0	1606.21	0	.00	0	1606.21-	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	1606.21	0	.00	0	1606.21-	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	6000-	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	6000-	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	1008756	92305.43	9	7728190	534662.34	7	648605.35	7728190	6544922.31	15
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	1008756	92305.43	9	7728190	534662.34	7	648605.35	7728190	6544922.31	15
64-00	MACHINERY & EQUIPMENT	237201	5262.43	2	1793635	656455.18	37	514833.06	1793635	622346.76	65
64-15	IT HARDWARE	35567	.00	0	444950	139841.61	31	125205.80	444950	179902.59	60
64 **	MACHINERY & EQUIPMENT	272768	5262.43	2	2238585	796296.79	36	640038.86	2238585	802249.35	64
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	545733.61-	0	.00	0	545733.61	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
69 **	PROPRIETARY FUNDS	0	.00	0	0	545733.61-	0	.00	0	545733.61	0
71-20	SERIES 2020	0	.00	0	0	60020.00-	0	.00	0	60020.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	60020.00-	0	.00	0	60020.00	0
72-20	W/S SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SERVICE COST	385	100.00	26	2350	2350.00	100	.00	2350	.00	100
73 **	OTHER DEBT SERVICE COST	385	100.00	26	2350	2350.00	100	.00	2350	.00	100
82-00	AID TO PRIVATE ORGANIZAT	100	.00	0	1200	.00	0	.00	1200	1200.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	100	.00	0	1200	.00	0	.00	1200	1200.00	0
91-01	TO GENERAL FUND (001)	603123	603112.88	100	7237355	7656071.13	106	.00	7237355	418716.13-	106
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-24	RENEWAL & REPLACE 424	528303	.00	0	7920781	7560534.00	96	.00	7920781	360247.00	96
91-25	TO RESTRCTD ASSET (425)	608531	594122.36	98	7302306	7302306.00	100	.00	7302306	.00	100
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJ (427)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND (422)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1739957	1197235.24	69	22460442	22518911.13	100	.00	22460442	58469.13-	100
95-01	TXFR TO GF 6% PLOFF (001)	130252	130243.00	100	1562914	1562916.00	100	.00	1562914	2.00-	100
95 **	NONOPERATING	130252	130243.00	100	1562914	1562916.00	100	.00	1562914	2.00-	100
FUND 421	TOTAL ********* WATER/SEWER FUND	6949002	5878314.51	85	84866965	64798840.37	76	3442612.86	84866965	16625511.77	80

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
GRAND TOTAL *********		6949002	5878314.51	85	84866965	64798840.37	76	3442612.86	84866965	16625511.77	80

FY 2022 Budget by Classification Report - Summary Listing

9/30/2022

Target for September2022 is 100%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
***STORMWATER ASSESSMENT**	$ 1,830,148	$ -	$ 1,984,061	$ (153,913)	108%
CHARGES FOR SERVICES	$ -	$ -	$ (678)	$ 678	100%
INTERGOVERNMENTAL/GRANT	$ 53,054	$ -	$ 26,954	$ 26,100	0%
MISCELLANEOUS	$ 400	$ -	$ 15,609	$ (15,209)	100%
OTHER SOURCES (NON-REVENUE)	$ 289,989	$ -	$ -	$ 289,989	0%
REVENUE TOTALS	**$ 2,173,591**	**$ -**	**$ 2,025,946**	**$ 147,645**	**93%**
EXPENSE					
SALARIES AND BENEFITS	$ 647,047	$ -	$ 507,256	$ 139,791	78%
OPERATING EXPENDITURES	$ 744,287	$ 68,826	$ 506,001	$ 169,460	77%
CAPITAL OUTLAY	$ 782,257	$ 183,205	$ 76,494	$ 522,558	33%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	
EXPENSE TOTALS	**$ 2,173,591**	**$ 252,031**	**$ 1,089,752**	**$ 831,809**	**62%**
REVENUE TOTALS	**$ 2,173,591**	**$ -**	**$ 2,025,946**	**$ 147,645**	**93%**
EXPENSE TOTALS	**$ 2,173,591**	**$ 252,031**	**$ 1,089,752**	**$ 831,809**	**62%**
	$ -	**$ (252,031)**	**$ 936,195**	**$ (684,164)**	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
23 01	STRMWTR SPEC ASSMNT	144,179	.00		1,730,148	1,865,439.00	108	1,730,148	135,291.00-
23 02	DELINQUENT TAX	0	.00		0	52.96		0	52.96-
23 03	PENALTIES	0	.00		0	5,497.54		0	5,497.54-
23 04	TAX CERTIFICATES	8,337	.00		100,000	113,071.46	113	100,000	13,071.46-
23 *	STORMWATER	152,516	.00		1,830,148	1,984,060.96	108	1,830,148	153,912.96-
325 **	SPECIAL ASSESSMENT	152,516	.00		1,830,148	1,984,060.96	108	1,830,148	153,912.96-
320 ***	OTHER PERMITS & FEES	152,516	.00		1,830,148	1,984,060.96		1,830,148	153,912.96-
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
10 05	SAVE OUR INDIAN RVR LAGN	21,454	.00		53,054	26,954.00	51	53,054	26,100.00
10 *	SHARED REV - BREVARD CTY	21,454	.00		53,054	26,954.00	51	53,054	26,100.00
338 **	SHARED REVENUE LOCAL UNIT	21,454	.00		53,054	26,954.00	51	53,054	26,100.00
330 ***	INTERGOVERNMENTAL REVENUE	21,454	.00		53,054	26,954.00		53,054	26,100.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
91 00	STORMWATER FEES	0	.00		0	677.70-		0	677.70
91 *	STORMWATER FEES	0	.00		0	677.70-		0	677.70
343 **	PHYSICAL ENVIRONMENT	0	.00		0	677.70-		0	677.70
340 ***	CHARGES FOR SERVICES	0	.00		0	677.70-		0	677.70
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	.00		0	12,475.62		0	12,475.62-
10 02	INVESTMENT INTEREST	0	.00		0	1,110.27		0	1,110.27-
10 10	SBA	0	.00		0	41.92		0	41.92-
10 *	INTEREST	0	.00		0	13,627.81		0	13,627.81-
30 00	NET INC/DEC FMV INVESTMNT	0	.00		0	10,209.03-		0	10,209.03

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	672.49-		0	672.49
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	672.49-		0	672.49
361 **	INTEREST & OTHER EARNINGS	0	.00		0	2,746.29		0	2,746.29-
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	8,968.75		0	8,968.75-
364 **	DISPOSITION FIXED ASSETS	0	.00		0	8,968.75		0	8,968.75-
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	37	.00		400	3,893.93	974	400	3,493.93-
369 **	OTHER MISC REVENUES	37	.00		400	3,893.93	974	400	3,493.93-
360 ***	MISCELLANEOUS REVENUES	37	.00		400	15,608.97		400	15,208.97-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
99 50	FUND BAL-APPROP. RESERVES	26,394	.00		289,989	.00		289,989	289,989.00
99 *	BALANCE FORWARD	26,394	.00		289,989	.00		289,989	289,989.00
389 **	NON OPERATING SOURCES	26,394	.00		289,989	.00		289,989	289,989.00
380 ***	OTHER SOURCES(NON-REV)	26,394	.00		289,989	.00		289,989	289,989.00
FUND TOTAL	STORMWATER UTILITY	200,401	.00		2,173,591	2,025,946.23		2,173,591	147,644.77
GRAND TOTAL		200,401	.00		2,173,591	2,025,946.23		2,173,591	147,644.77

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	35121	40458.77	115	421910	334172.02	79	.00	421910	87737.98	79
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	99	.00	0	609	608.05	100	.00	609	.95	100
12 **	REGULAR SALARIES & WAGES	35220	40458.77	115	422519	334780.07	79	.00	422519	87738.93	79
13-00	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
13 **	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
14-00	OVERTIME	509	1407.26	277	6075	6742.15	111	.00	6075	667.15-	111
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	509	1407.26	277	6075	6742.15	111	.00	6075	667.15-	111
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	60	.00	0	720	720.00	100	.00	720	.00	100
20 **	CLOTHING/SHOE ALLOWANCE	60	.00	0	720	720.00	100	.00	720	.00	100
21-00	FICA TAXES	2329	3163.05	136	27937	25850.48	93	.00	27937	2086.52	93
21 **	FICA TAXES	2329	3163.05	136	27937	25850.48	93	.00	27937	2086.52	93
22-00	RETIREMENT CONTRIBUTIONS	3245	4988.97	154	38830	38140.63	98	.00	38830	689.37	98
22-01	GASB68 PENS EXP	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	3245	4988.97	154	38830	38140.63	98	.00	38830	689.37	98
23-00	INSURANCES	112	148.80	133	1300	1224.12	94	.00	1300	75.88	94
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	7461	8448.24	113	91359	64623.93	71	.00	91359	26735.07	71
23-07	DENTAL INSURANCE	275	322.10	117	3300	2574.25	78	.00	3300	725.75	78
23-08	VISION INSURANCE	62	68.42	110	700	529.17	76	.00	700	170.83	76
23-09	LONG TERM DISABILITY	112	150.39	134	1300	1182.38	91	.00	1300	117.62	91
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	8022	9137.95	114	97959	70133.85	72	.00	97959	27825.15	72
24-00	WORKER'S COMPENSATION	4020	4782.45	119	48207	45702.43	95	.00	48207	2504.57	95
24 **	WORKER'S COMPENSATION	4020	4782.45	119	48207	45702.43	95	.00	48207	2504.57	95
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	400	600.00	150	4800	4820.54	100	.00	4800	20.54-	100
27 **	BENEFIT OFFSET	400	600.00	150	4800	4820.54	100	.00	4800	20.54-	100
31-00	PROFESSIONAL SERVICES	15460	28114.21	182	151530	86321.07	57	37236.13	151530	27972.80	82
31-01	LEGAL EXPENSES	49	.00	0	500	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	617	731.64	119	7294	6227.37	85	1066.63	7294	.00	100
31 **	PROFESSIONAL SERVICES	16126	28845.85	179	159324	92548.44	58	38302.76	159324	28472.80	82
34-00	CONTRACT SERVICES	7413	2985.14	40	59000	49232.34	83	5970.29	59000	3797.37	94
34-10	COST OF GENERAL FUND SVCS	15758	15758.00	100	189096	189096.00	100	.00	189096	.00	100
34 **	CONTRACT SERVICES	23171	18743.14	81	248096	238328.34	96	5970.29	248096	3797.37	99
39-00	CONTINGENCY	4139	.00	0	83009	.00	0	.00	83009	83009.00	0
39 **	CONTINGENCY	4139	.00	0	83009	.00	0	.00	83009	83009.00	0
40-00	TRAVEL & PER DIEM	243	.00	0	2850	27.79	1	.00	2850	2822.21	1
40 **	TRAVEL & PER DIEM	243	.00	0	2850	27.79	1	.00	2850	2822.21	1
41-00	COMMUNICATION	173	.00	0	2076	1452.38	70	439.62	2076	184.00	91
41 **	COMMUNICATION	173	.00	0	2076	1452.38	70	439.62	2076	184.00	91
42-00	POSTAGE & FREIGHT	49	.00	0	500	36.90	7	.00	500	463.10	7
42 **	POSTAGE & FREIGHT	49	.00	0	500	36.90	7	.00	500	463.10	7
43-00	ELECTRIC/WATER/SEWER	1250	1748.59	140	15000	12261.01	82	989.71	15000	1749.28	88

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
43 **	ELECTRIC/WATER/SEWER	1250	1748.59	140	15000	12261.01	82	989.71	15000	1749.28	88
44-00	RENTALS AND LEASES	2012	.00	0	22250	123.78	1	.00	22250	22126.22	1
44 **	RENTALS AND LEASES	2012	.00	0	22250	123.78	1	.00	22250	22126.22	1
45-00	INSURANCE	1970	.00	0	12869	12868.07	100	.00	12869	.93	100
45 **	INSURANCE	1970	.00	0	12869	12868.07	100	.00	12869	.93	100
46-00	REPAIRS & MAINTENANCE	15153	8985.02	59	111522	38927.51	35	13950.00	111522	58644.49	47
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	3499	1241.69	36	41977	36271.43	86	1467.00	41977	4238.57	90
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	18652	10226.71	55	153499	75198.94	49	15417.00	153499	62883.06	59
47-00	PRINTING & BINDING	49	.00	0	500	187.00	37	.00	500	313.00	37
47 **	PRINTING & BINDING	49	.00	0	500	187.00	37	.00	500	313.00	37
49-00	OTHER CHARGES & OBLIG.	25	.00	0	267	80.00	30	70.20	267	116.80	56
49-07	BAD DEBT EXPENSE	0	36323.00	0	0	33718.68	0	.00	0	33718.68-	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	25	36323.00	5292	267	33798.68	2659	70.20	267	33601.88-	2685
51-00	OFFICE SUPPLIES	49	.00	0	500	90.27	18	.00	500	409.73	18
51 **	OFFICE SUPPLIES	49	.00	0	500	90.27	18	.00	500	409.73	18
52-00	OPERATING SUPPLIES	1096	251.18	23	12564	7797.73	62	1718.86	12564	3047.41	76
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	7177	5673.52	79	19145	31495.63	165	.00	19145	12350.63-	165
52-33	EMPLOYEE HEALTH CENTER	294	280.07	95	3528	2546.58	72	981.42	3528	.00	100
52 **	OPERATING SUPPLIES	8567	6204.77	72	35237	41839.94	119	2700.28	35237	9303.22-	126
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	77	.00	0	815	815.00	100	.00	815	.00	100
54 **	MEMBERSHIP/PUBLICATIONS	77	.00	0	815	815.00	100	.00	815	.00	100
55-00	TRAINING	391	263.67	67	4735	1743.69	37	.00	4735	2991.31	37
55 **	TRAINING	391	263.67	67	4735	1743.69	37	.00	4735	2991.31	37
56-15	IT-RELATED OPERATING EXP	396	.00	0	2760	1610.10	58	1150.00	2760	.10-	100
56 **	TECHNOLOGY SYSTEMS	396	.00	0	2760	1610.10	58	1150.00	2760	.10-	100
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	61657	4160.47	7	585455	57393.87	10	171466.68	585455	356594.45	39
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	61657	4160.47	7	585455	57393.87	10	171466.68	585455	356594.45	39
64-00	MACHINERY & EQUIPMENT	28365	28468.75	100	196802	171150.72	87	11738.00	196802	13913.28	93
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	28365	28468.75	100	196802	171150.72	87	11738.00	196802	13913.28	93
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	155190.97-	0	.00	0	155190.97	0
69 **	PROPRIETARY FUND	0	.00	0	0	155190.97-	0	.00	0	155190.97	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TO GENERAL FUND (001)	0	.00	0	0	.00	0	.00	0	.00	0
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-26	WS CPTL PROJ 2018B 426	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
94-01	TXFR TO GF OH ALLOC (001)	0	.00	0	0	.00	0	.00	0	.00	0
94 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 423	TOTAL *********										
	STORMWATER UTILITY	221166	199523.40	90	2173591	1113174.10	51	248244.54	2173591	812172.36	63
GRAND	TOTAL *********										
		221166	199523.40	90	2173591	1113174.10	51	248244.54	2173591	812172.36	63

Legislation Details (With Text)

File #:	22-628	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/12/2022			**In control:**	City Council
On agenda:	10/25/2022			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Change Order Authorizations 9-30-22.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 12, 2022
Agenda Date: October 25,2022
Prepared By: Colleen Campbell, MBA Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of September 30, 2022. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only.

FY2022 Change Orders - CM authorized to execute

applied to contingency | as of: 9/30/2022

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY21 Cum.	FY22 Cum.	FY2022 Expenditures	FY2021 Expenditures
PW08SP											
Op. Rev.		300,000.00		2022-097							
Project Manager: Bryant Smith		4,871.95	contingency and other costs authorized								
account #	001-3510-541.63-00	295,128.05	exp authorized before contingency				Cumulative		FY22 cum		
	VA Paving			FY2022							
	PO #										
		4,872									
WS17FC											
Op. Rev.		164,105.00		22-084							
Project Manager:		21,405.00	contingency and other costs authorized								
account #	421-4020-536.63-00	142,700.00	exp authorized before contingency				Cumulative		FY22 cum		
	CC Control Corp			FY2022			$ 142,700.00		$ 142,700.00	$ -	
	PO#										
		21,405									
SW08PL	Cured In Place Piping										
Op. Rev.		179,333.00		2021-095							
Project Manag	Bryant Smith	3,090.00	contingency and other costs authorized								
account #	423-3570-538.63-00	176,243.00	exp authorized before contingency				Cumulative		FY22 cum		
	Granite In-Liner			FY2022	43529	146,070.00	$ 176,243.00		$ 176,243.00	$ 150,225.00	
	PO# 78964			C/O #1	44772	4,173.00					
		3,090		C/O #2	44995	26,000.00					
N/A	1113 Abingdon Way Rehabilitation										
Op. Rev.		75,000.00		2022-064							
Project Manag	From CDBG Fund Balance	5,000.00	contingency and other costs authorized								
account #	103-3240-554.83-13 ($4,000)	70,000.00	exp authorized before contingency				Cumulative		FY22 cum		
	105-3240-554.83-00 ($66,000)										
	ALGAT Enterprises, Inc			FY2022 - 105	44946	66,000.00	$ 70,000.00		$ 70,000.00	51,498.00	
	PO# 79841			FY2022 - 103	44946	4,000.00					
		5,000									
WS22AR	Rexa Limitorque Actuator										
Op. Rev.		54,723.00		2022-047							
Project Manager:		4,975.00	contingency and other costs authorized								
account #	421-4020-536.64-00	49,748.00	exp authorized before contingency				Cumulative		FY22 cum		
				FY2022			$ 49,748.00		$ 49,748.00	$ -	
	PO#										
		4,975									
PW00CC	HVAC Civic Center										
Op. Rev.		110,895.00		2022-028							
Project Manager:		30,800.00	contingency and other costs authorized								
account #	001-3560-519.64-00	80,095.00	exp authorized before contingency				Cumulative		FY22 cum		
	Cortez Heating & Air			FY2022	44558	80,095.00	$ 100,890.00		$ 100,890.00		
	PO# 79572			C/O # 1	44656	20,795.00					
		10,005									
GR2108	Fiske Blvd/Broadmoor Acres Drainage Improvement										
Op. Rev.		289,131.70	3/22/2022	2022-025							
Project Manager:		26,284.70	contingency and other costs authorized								
account #	303-3570-538.63-08	262,847.00	exp authorized before contingency				Cumulative		FY22 cum		
	424-4055-536.63-08										
	Tiera Inc.			FY2022 - 303	44454	197,135.00 63-08	$ 262,847.00		$ 262,847.00		
	PO# 79493			FY2022-424	44454	65,712.00 63-01					
		26,285									
GR2102	Lift Station #1 Replacement										
Op. Rev.		718,638.00	12/14/2021	2021-124							
Project Manager:		65,331.00	contingency and other costs authorized								
account #	424-4055-536.63-06	653,307.00	exp authorized before contingency				Cumulative		FY22 cum		
	Carr & Collier			FY2022	44236	653,307.00	$ 653,307.00		$ 653,307.00	$ 38,902.50	
	PO # 079254										
		65,331									

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY21 Cum.	FY22 Cum.	FY2022 Expenditures	FY2021 Expenditures
WS18MI	PINEDA										
Op. Rev.		12,066,069.40	11/30/2021	21-112							
Project Manager: City of Melbourne		1,096,915.40	contingency and other costs authorized								
account #	426-4055-536.63-00	10,969,154.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	421-4055-536.63-00										
	City of Melbourne			FY2021	WIRE	10,969,154.00	$ 11,454,346.24	$ 10,969,154.00	$ 485,192.24	$ 485,192.24	$ 10,969,154.00
	WIRE			FY2022	WIRE	399,159.24					
		611,723		CO #2	WIRE	86,033.00					
WS16MM	Marlin Manor										
Op. Rev.		3,528,617.74	10/26/2021	2021-102							
Project Manager:		320,783.43	contingency and other costs authorized								
account #	424-4055-536.63-00	3,207,834.31	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	Atlantic Development			FY2022	43818	3,207,834.31	$ 3,238,582.04		$ 3,238,582.04	$ 2,455,611.05	
	PO# 78969			CO #1	44069	15,335.21					
				CO #2	44859	15,412.52					
		290,036									
WS21OU	Ozone										
Op. Rev.		1,187,064.00	8/24/2021	2021-079							
Project Manager:		108,000.00	contingency and other costs authorized								
account #	424-4020-536.63-00	1,079,074.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
				FY2021	43248	1,079,074.00	$ 1,178,651.30		$ 1,178,651.30	$ 1,163,538.80	
	Vortex Services			CO #1	43248	(10.00)					
	PO#78445			CO #2	44000	99,587.30					
		8,413									
FL21FL	Fuel Tanks										
Op. Rev.		572,848.94	7/27/2021	2021-062							
Project Manager: Tony Jones		27,373.00	contingency and other costs authorized				Cumulative	FY21 cum	FY22 cum		
account #	421-4010-536.63-00	545,475.94	exp authorized before contingency								
	423-3570-538.63-00 and 001-3540-519.63-00			FY2021	43106	65,280.62	$ 65,280.62		$ 65,280.62	$ 65,280.62	
				FY2021	43104	480,195.29	$ 484,783.69		$ 484,783.69	$ 288,886.29	$ 80,721.58
	JRS Enterprises East Coast	11,770	421-4010-536.63-00	C/O#1	44956	4,588.40					
	PO #78317 and 78325	13,960	001-3540-519.63-00								
		1,643	423-3570-538.63-00								
		27,373									
WS21FM - FDOT project SR 528											
Op. Rev.		256,410.00	12/8/2020	2020-250							
Project Manager:		23,310.00	contingency and other costs authorized								
account #	421-4055-536.63-00	233,100.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	Danus Utility			FY2021	42151	233,100.00	$ 233,100.00		$ 233,100.00	$ 79,596.96	
	Contractor PO# 77555										
		23,310									
WS1404 - Dyal Security											
Op. Rev.		2,616,301.00	11/10/2020	2020-229							
Project Manager:		237,845.00	contingency and other costs authorized								
account #	426-4055-536.63-00	2,378,456.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	Integrated Fire and Security Solutions			FY2021	42305	2,378,456.00	$ 2,574,101.00	$ 2,378,456.00	$ 195,645.00	$ 1,560,719.51	$ 882,812.20
	Contractor PO# 77691			FY2022 CO # 2	43970	29,228.00					
				FY2022 CO # 3		124,901.00					
				FY2022 CO # 4		13,875.00					
				FY2022 CO # 5		17,550.00					
				FY2022 CO # 6	44125	10,091.00					
		42,200									
WS1222	BNR Process Improvements										
Op. Rev.		2,019,049.00	2/22/2022	2022-018							
Project Manager:		511,048.00	contingency and other costs authorized	2022-092							
account #	424-4120-536.63-00	1,508,001.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	E&D Contracting Services Vendor #10461			FY2022	44517	1,508,001.00	$ 1,508,001.00		$ 1,508,001.00	$ 507,911.04	
	PO# 079480			C/O#1							

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY21 Cum.	FY22 Cum.	FY2022 Expenditures	FY2021 Expenditures
		511,048									
WS1001	Industrial Park Pump Station										
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138							
Project Manager Utilities		444,500.00	10% contingency authorized			63-00					
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	Brandes Design-Build. PO #67318/69608/71924		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00				
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41	4,486,985.41				
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50	4,501,559.91				
	Quentin Hampton P.O. #67460/69493		*PO **65207** FY15 Year-End PO Liquidation*			(1,542,102.38)	2,959,457.53				
			*FY16 PO Issue PO# **67318***	FY2016	29192	**1,542,102.38**	4,501,559.91				
	Mead & Hunt (formerly QLH) PO #70943/71880		*TO 2015-67 P.O. **67455** TO CH2M for Scada Programing*		29315	21,434.07	4,522,993.98				
			*PO# **67460** to QLH for SDC*		29381	53,001.11	4,575,995.09				
	CH2M Hill PO #67455/		*CO # 1 PO **67460** Additional Services Industrial Park*		29593	23,033.00	4,599,028.09				
			*CO#1 PO **67318***		29647	**53,686.38**	4,652,714.47				
	RM Packard $ Assoc. Inc. 73686		*CO#2 install electronic indicators PO **67318***		30007	**8,917.65**	4,661,632.12				
			*CO#2 additional inspection services PO# **67460***		30758	18,000.00	4,679,632.12				
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)	3,873,284.32				
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)	3,847,219.98				
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)	3,834,600.83				
			PO#69493 Quentin Hampton (reissue PO#67460)	FY 2017	31910	26,064.34	3,860,665.17				
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80	4,667,012.97				
			PO#69493 QLH liquidated balance; reissue to Mead and Hunt		33725	(11,284.39)	4,655,728.58				
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	11,284.39	4,667,012.97				
							4,667,012.97				
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	(420,315.30)	4,246,697.67				
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	(9,984.39)	4,236,713.28				
			PO#71924 Brandes Design-Build (reissue PO#69608)	FY2018	34892	420,315.30	4,657,028.58				
					34893	9,984.39	$ 4,667,012.97				
			PO#73686	FY2019		1,000.00					
		209,868	^contingency balance-->								

Legislation Details (With Text)

File #:	22-635	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/13/2022			**In control:**	City Council
On agenda:	10/25/2022			**Final action:**	
Title:	Bi-Weekly Update Report: October 7, 2022-October 20, 2022. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Council bi-weekly report template (1) (7).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 13, 2022
Agenda Date: October 25, 2022
Prepared By: Carie Shealy, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Bi-Weekly Update Report: October 7, 2022-October 20, 2022

BACKGROUND:

na

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

na

RECOMMENDED MOTION:

Bi-Weekly Update Report: October 7, 2022-October 20, 2022

This record is currently unavailable.