City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, October 10, 2017

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 17-432 Approve the Agenda for the Regular meeting of October 10, 2017, as presented or with amendments.

Attachments: 10-10-17.pdf

MINUTES:

II.2(a) 17-433 Approve the Minutes of the Regular meeting of August 22, 2017, as written or with amendments.

Attachments: 08-22-17 Minutes.pdf

08-22-17 Exhibit A- Cocoa WS - Council Presentation.pdf

II.2(b) 17-434 Approve the Minutes of the Special meeting of September 5, 2017, as written or with amendments.

Attachments: 09-05-2017 Budget Meeting-1st Public Hearing.pdf

09-05-17 Exhibit A: Budget Hearing presentation.pdf

II.2(c) 17-435 Approve the Minutes of the Emergency meeting of September 7, 2017, as written or with amendments.

Attachments: 09-07-17 Emergency meeting minutes.pdf

III. AWARDS AND PRESENTATIONS:

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

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

Attachments: National Physicians Assistants Week.pdf

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

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

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

Attachments: Fiber Optics Extension Agreement -rev (003)

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

Attachments: FY18 CCC Program Assistance Proposal TO 2018-84.pdf

FY18 CCC Program TO 2018-84 Fee Breakdown.pdf

Task Order 2018-84.pdf

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

Attachments: FY18 WFO Assistance Proposal Task Order 2018-85.pdf

FY18 WFO Assistance TO 2018-85 Fee Breakdown.pdf

Task Order 2018-85.pdf

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

Attachments: B-14-07-COC Executed Agreement.pdf
Bid B-14-07-COC Specifications.pdf
B-14-07-COC Document.pdf

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

Attachments: SSR-FN-Sunstate Meter & Supply, Inc (9-18-17)
Sunstate Meter & Supply Ranger Quote
Budget Resolution 2018.docx
FY18 - BAF-FN-Neptune Trimble Ranger (10-10-17)~ Agenda 17-418.pdf

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

Attachments: TO-(2018-86) CH2M HILL- 9.27.17 -$175000 (UT) .pdf
Cocoa SCADA Routine Services FY18 SOW 091217.pdf

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

Attachments: Resolution Budget Adjustment - FY 2017
BAF-UT-Aug and Sep Legal Invoice TCR (10-10-17)~ Agenda 17-428 (3).pdf

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

Attachments: Drone Description
Budget Resolution FY 2018.docx
BAF-PD-Flyable Drone (10-10-17) Agenda 17-430 - FY2018.pdf

VI. PUBLIC HEARINGS:

VI.1 17-288 Ordinance 08-2017/ 2nd & Final Reading: Amending the Future Land Use Map designation of the subject property from Low Density Residential to Medium Density Residential and Conservation and a Development Agreement related to the subject property. (Community Services Director)

Attachments:
- 08-2017 - FLUM W King Street 102.2 acres - Medium Density Residential and (
- Exhibit A - Legal Description 102.42 acres
- Binding Development Agreement - 2075 W King St - Edits 10-6-17
- Binding Development Agreement - 2075 W King St. Land Use Map 10-6-17
- LDR to MDR
- School Impact Analysis
- Legal Ad FLUM 7-11-2017
- CTY. COCOA 17-1ESR Approval

VI.2 17-289 Ordinance 09-2017/2nd & Final Reading: Amending the zoning designation of the subject property from RR-1 (Rural Residential) to RU-2-15 (Multiple Family Residential). (Community Services Director)

Attachments:
- Ordinance No. 09-2017
- Exhibit A - Legal Description 102.42 acres
- RR-1 to RU-2-15
- Legal Ad Rezoning 7-11-2017

VII. COUNCIL BUSINESS:

VII.1 17-446 Provide direction to the City Manager and the City Attorney's Office to prepare the necessary ordinance to ban medical marijuana treatment center dispensing facilities from locating within the jurisdictional limits of the City. (City Manager)

VIII. CITY BUSINESS:

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

Attachments: 201709291135-1.pdf
201709291135.pdf
201709291127.pdf
201709291126-1.pdf
201709291126.pdf
201709281443.pdf
201709281152.pdf
Budget Resolution 2018.docx
BAF-FD-Fire Vehicle (10-10-17)~ Agenda 17-436 - FY18 (2).pdf
BAF-FD-Fire Vehicle (10-10-17)~ Agenda 17-436 - FY18 (2).pdf

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

MULTI-YEAR CONTRACTS:

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

Indexes: benefits; insurance; medical; retiree

Attachments: 2009-150(Amending resolution 2008-133 to include a 100 health ins. premium
092617 - Cocoa - Medicare Retiree UHC Renewal Evaluation Revised.pdf
2017 Part B Costs.pdf

IX. INFORMATIONAL AGENDA:

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

Attachments: Fire Incident Summary Report (Spetember 2017).pdf

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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Legislation Details (With Text)

File #:	17-432	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	9/28/2017			**In control:**	City Council
On agenda:	10/10/2017			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of October 10, 2017, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	10-10-17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 28, 2017
Agenda Date: October 10, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of October 10, 2017, as presented or with amendments.

BACKGROUND:

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

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 10, 2017, as presented or with amendments

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AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: October 10, 2017	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

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

III. AWARDS AND PRESENTATIONS:

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

2. Proclamation: “National Physician Assistants Week”. (17-417). (Mayor Parrish)

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

IV. DELEGATIONS:

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

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V. CONSENT AGENDA:

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

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

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

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

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

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

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

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

VI. PUBLIC HEARINGS:

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

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

VII. COUNCIL BUSINESS:

1. Provide direction to the City Manager and the City Attorney's Office to prepare the necessary ordinance to ban medical marijuana treatment center dispensing facilities from locating within the jurisdictional limits of the City. (17-446). (City Manager)

VIII. CITY BUSINESS:

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

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

MULTI-YEAR CONTRACTS:

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

IX. INFORMATIONAL AGENDA:

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

X. REPORTS:

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

XI. ADJOURNMENT.

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Legislation Details (With Text)

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Type:	Minutes			**Status:**	Minutes
File created:	9/28/2017			**In control:**	City Council
On agenda:	10/10/2017			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of August 22, 2017, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	08-22-17 Minutes.pdf 08-22-17 Exhibit A- Cocoa WS - Council Presentation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 10, 2017
Agenda Date: September 28, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of August 22, 2017, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

There is no budgetary impact.

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of August 22, 2017, as written or with amendments.

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MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

August 22, 2017

A Regular City Council meeting was held on Tuesday, August 22, 2017, in City Council Chambers, located in Cocoa City Hall, 65 Stone Street, Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the meeting to order at 6:00 p.m.

Councilman Whipple asked for a moment of silence in regards to the recent events in Kissimmee and he provided the invocation. Deputy Mayor Boisvert led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

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

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Karen Hamilton, Community Services Director; Gene Prince, Fire Chief; Michael Cantaloupe, Chief of Police; Ed Wegerif, Public Works Director; Teri Butler, Finance Director; Tre Folston, Helpdesk Support Tech; Lora Howell, Deputy Finance Director; and Deane Mills, Safety/Risk Program Manager.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of August 22, 2017 (17-353)
2. Minutes: (a) Regular Meeting of July 25, 2017 (17-354)

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve the Agenda with the amendment of moving Consent Item VI.1 to Multi-Year Contracts, Item IX. 9.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

Pam Shaia, 308 Brevard Avenue, Cocoa, presented Chief Cantaloupe a certificate from Brevard Kennel Club to Copper for his outstanding actions in their class. She also provided Copper with some cookies.

Reverend Johnny Dennis, 3710 Catalina Drive, Cocoa, represents the National Action Network and was in attendance for an update on the Citizen Review Board. He asked if a date had been set for a public crime workshop.

City Manager Titkanich advised that they have been working with the Center for Public Safety Management and they would have a draft report prepared for the City which was a review of the operational analysis of the police department. The Mayor has expressed the want for another Crime Summitt; however, a date will not be set until they have a review of the analysis.

Assistant City Manager Fuhrer noted that he had spoken with Mr. Dennis and had provided the contact for the Center for Public Safety Management.

Councilman Whipple was glad to see that the Reverend was following up and was happy with how the situation was being handled.

John Olivadoti, Jr., Range Road, Cocoa, spoke of the dangers of fluoride in Cocoa's water system. He believes that the City was misrepresenting the

information on fluoride to its citizens. He noted it was a business practice that must be stopped.

CJ Watson, 1203 Montclair Road, Cocoa, advised that water fluoridation was forced medication. He asked the City Attorney if he had any insight on how this was being allowed in the City.

City Attorney Garganese pointed out that under Delegations it was Mr. Watson's time to speak to Council. Mr. Watson then proceeded to ask Council if they knew anything about it. In response, Mayor Parrish advised that he grew up on Cocoa water.

Mr. Watson then asked Chief Cantaloupe if it was legal to force medication. City Manager Titkanich interjected and asked that comments be directed to Council, not at staff. Additionally, City Attorney Garganese noted it was a time for him to speak, not question Council.

Mayor Parrish reiterated that the Water Quality Report was on the City's website and notes every chemical that is put into the water.

Councilwoman Warner added that the report includes the amount of fluoridation in the City's water. City Manager Titkanich stated that he could meet with him and that he had his contact information. Mr. Watson stated that he had sent the Mayor an email and did not receive a response.

Brad Whitmore, 351 Rockledge Drive, represented HCVA. He spoke about the development of the water front and Lee Wenner Park. He believes that it can be turned into a jewel for the Village. He spoke about possible updates that could be done such as lighting and a concession area. He mentioned grants that were available and that the Sail to the Sun Rally was in December. This would be the third time that they will visit Cocoa Village.

Mayor Parrish advised that they were in agreement with fixing the area up.

Donna Kettner, 103 Derby Street, owner of Green Apples on Harrison Street, thanked Chief Cantaloupe and officers regarding an attempted robbery at her store. She further spoke about draining problems behind her building and advised that she was being sued by Troy Stephan who is building the German restaurant. Ms. Kettner expressed her concerns in detail regarding Mr. Stephan and the way that the City is handling everything.

City Manager Titkanich noted that a stop work order was lifted. He assured her that he would personally get with both the planning and the building departments and would personally contact Ms. Kettner.

Mayor Parrish mentioned that they went over this last year. Ms. Kettner asked if there was going to be a retention pond in the middle of downtown. She believed that the City needed to think outside of the box. She had to get a lawyer, as Mr. Stephan is one and she is not. She has worked hard to buy the building and to maintain her businesses. She has established clientele and it is an embarrassment. Additionally, this would be his fourth restaurant without a dumpster on the property. She dropped everything that she was doing to come to this meeting tonight.

City Manager Titkanich reiterated that he would get with the Planning, Code, and Building Departments and then come see her.

City Manager Titkanich followed up on the water fluoridation issue that was brought up in the beginning of delegations. He provided information from further research and noted that he had shared this information previously.

V. SPECIAL MEDIATION MATTERS:

1. Approve the Participation in the Taylor Creek Reservoir/St. John River Water Supply Project (WS0919) and authorize the Mayor, City Manager and City Attorney to finalize and execute all required project agreements and legal instruments; and Approve the Project Permitting Budget and Expenses as a Multi-Year Agreement from 2017 through 2019; and Authorize the City Manager, Utilities Director and City Attorney to implement the project agreements. (17-361). (Utilities Director)

   Mr. Walsh presented this item noting that it was a large agenda item with a lot of attachments. He discussed the TCR project in detail, advising that it was a multi-phase collaborative project that utilizes the TCR and ultimately the SJR for water supply. In 2000, the SJRWMD determined that due to the environmental constraints, traditional sources of water will not sustain demand in Central Florida and identified the TCR/SJR as an alternative water source. This cooperative project has been identified and included in the SJRWMD Regional Water Supply Plan, which was approved by all of the applicable state and regional regulatory agencies after an extensive public participation process.

The City of Cocoa, along with Orange County, the Orlando Utilities Commission, Toho Water Authority and East Central Florida Services (Deseret Ranch) have been working to develop collaborative agreements to permit and secure necessary water supplies for future potable and agricultural water needs. These agreements are now complete and scheduled for review, consideration and approval by the various governing bodies which include the City of Cocoa. The agreements include very specific and detailed procedures and benchmarks for developing and allocating new water supplies, interconnections among the participants and cost sharing allocations.

These must all be signed and executed in order for the project to move forward. He pointed out that the SJRWMD has also provided a letter agreement to be executed by all of the water suppliers. This letter acknowledges the participation in mediation for the TCR/SJR Project.

This is a significant outcome for Cocoa, and he further noted that the project would be divided up into four phases. He discussed the phases in detail.

Additionally the TCR would be used to store source water to be treated at the Dyal Water Plant. Therefore, as the demands increase in the future, the reservoir will need to be augmented by water from the St. Johns River in order to meet the demands and increase the reliability of the source water.

Lastly, he noted that the agreements would be effective among approval and execution by all parties.

Councilwoman Warner advised that any questions she had were answered.

Mayor Parrish believed that other than the creation of the water system and the water towers he feels that this was a historical vote. It was good for both Cocoa and Central Florida and will guarantee water forever. The lease is up in 2043 and that would come quick. This was a big moment for Council and citizens of Cocoa. This was a giant responsibility but an honor to be a part of this partnership.

City Manager Titkanich thanked Mr. Walsh, City Attorney Garganese, and consultant Mark Farrell for their efforts in making sure that they are representing the City and its customers in the right way. He appreciated the efforts of all of the partners involved.

Mayor Parrish advised the citizens of Cocoa that when this deal goes through and the water is pumping to the west there could be a real chance of stabilization in the water rates.

Councilwoman Warner knew that at some point in the near future we would be involved in a water war. This has been seven years in the making to get where we are today. Securing Cocoa's water future would not be done if it were not for the staff and management that the City has. They have sat and negotiated non-stop for the last five years to get them to this point. The Dyal Plant can be expanded if needed and other changes can be made if needed. This is one of the biggest deals that she has every voted on in all her years on Council.

Mayor Parrish asked Mr. Walsh how he felt about the negotiations. In response, Mr. Walsh mentioned it was challenging and was glad it was over. It was a good deal for Cocoa, Brevard County, and Central Florida.

Councilwoman Blanco advised that she moved her from out west about 25-30 years ago and they were talking about water shortages. This secures Cocoa's future and it is a big deal. She hoped everyone listening realizes the significance of this. Staff did a phenomenal job.

Councilman Whipple was glad an agreement was reached and believed that the EPA was a guiding light and no matter who comes forward to speak about their personal beliefs about the water, the City serves many areas with our water and was adhering to the EPA's guidelines.

Deputy Mayor Boisvert thanked Mr. Walsh and all staff involved. It will be a big thing for the City.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

Councilwoman Warner pointed out that Mr. Rip Dyal was in the audience.

VI. CONSENT AGENDA:

~~1. Approve Continuation of Work under Task Order 41 with CDM Smith, Inc. to provide SCADA System Programming Services for the Sellers VTSCADA System, LCP's and RTU's on an as needed basis; To Approve Amendment #2 to Task Order 41 to Extend Service Time; To Approve a Resolution Amending the FY2017 Budget. (17-335). (Utilities Director)~~

*** THIS ITEM WAS MOVED TO CITY BUSINESS VIII.9.**

VII. PUBLIC HEARINGS:

1. Pursuant to Resolution No. 2016-87, approve Resolution No. 2017-73 temporarily suspending the automatic five percent (5%) annual rate increase to City utility charges and usage rates for FY 2017/2018 only and accepting Stantec's (Burton & Associates') FY 2017/2018 Utility Rate Study, validating in lieu of a five percent increase, the implementation of a four percent (4%) increase to the water, fire lines, hydrant, wastewater and reclaimed water fixed monthly charges and usage rates effective October 1, 2017 through September 30, 2018; and provide for the update of the Utilities Handbook and the City Code. (17-278). (Finance Director)

   Ms. Butler presented the item and noted that the consultant from Stantec was in attendance and would provide a presentation[1] regarding the water rates.

   Ms. Vita Quinn, Senior Consultant with Stantec, provided a presentation and explained the background and scope of the item. She pointed out that in the scope they provided annual updates and they verify or adjust the plan of rate adjustments as required.

   She provided an analysis and explained data sources which included the FY 2016 audited financials, the FY 2017 Budget, the FY 2018 proposed budget, debt service, and the Capital Improvement Program. Additionally she explained the required restrictions such as debt service coverage requirements and reserve policies.

   She reviewed the City's financial plan and spoke about cash flow projections, control panel, and rate comparisons.

   Ms. Quinn pointed out where the City was at in regards to national trends along with a comparison of local entities. She advised that others may not be having an increase this year.

[1] EXHIBIT A: Water and Sewer Revenue Sufficiency Analysis Update

Recommendations were provided which was to provide a 4% across-the-board increase in all water, sewer, and reclaimed water rates effective October 1, 2017.

Deputy Mayor Boisvert clarified that this only affected Cocoa. Ms. Quinn responded in the affirmative.

Mayor Parrish opened the hearing up to the public.

Sandra Wilson, 219 Second Street, Merritt Island, mentioned a letter that she received last year regarding elevated bacteria. She then noted that her bill is $45.00. She questioned the billing of the City. City Manager Titkanich explained the way that the Utility budget was laid out.

Ms. Wilson further advised that last year there was an increase in sewer charges. City Manager Titkanich explained that the county provided sewer, as her property is in Merritt Island. The sewer was only raised for the City of Cocoa. He explained how the City provides service to many other entities and bills on behalf of them.

Walter Jordan, 409 McCloud Drive, Cocoa, was confused on the percentage of the increase. City Manager Titkanich explained that it was a public service tax and noted that the item for that was coming up. He explained it was two separate items. This particular item was for the water rate for consumers of water. The next is on the public service tax for Cocoa residents only.

Mr. Jordan pointed out a flooding problem at the intersection of McCloud Drive and Dade Court.

Mayor Parrish closed the hearing to the public.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve Resolution No. 2017-73 temporarily suspending the automatic five percent (5%) annual rate increase to City utility charges and usage rates for FY 2017/2018 only and accepting Stantec's (Burton & Associates') FY 2017/2018 Utility Rate Study, validating in lieu of a five percent increase, the implementation of a four percent (4%) increase to the water, fire lines, hydrant, wastewater and reclaimed water fixed monthly charges and usage rates effective October 1, 2017 through September 30, 2018; and provide for the update of the Utilities Handbook and the City Code.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

Councilwoman Warner noted that this was normally an automatic increase of 5% each year but thanks to Burton and Associates it was found that we did not need

to do a 5% this year. This year they were doing a 4% and the year before that it was 3%, and previous to that no increase. The City was looking at every penny and were not asking for anymore than needed.

2. Ordinance 08-2017/ 2nd and Final Reading: Amending the Future Land Use Map designation of the subject property from Low Density Residential to Medium Density Residential and Conservation and a Development Agreement related to the subject property. (17-288). (Community Services Director)

City Manager Titkanich advised that this item is being tabled until the Regular City Council meeting on September 12, 2017 at 6 p.m. as they are continuing to work with the representatives. This will preserve legal advertising requirements.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to Table the second and final reading of Ordinance No. 08-2017 until the September 12, 2017 City Council meeting.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Ordinance 09-2017/ 2nd and Final Reading: Amending the Zoning Designation of the subject property from RR-1 (Rural Residential) to RU-2-15 (Multiple Family Residential). (17-289). (Community Services Director)

City Manager Titkanich advised that this item is being tabled until the Regular City Council meeting on September 12, 2017 at 6 p.m. as they are continuing to work with the representatives. This will preserve legal advertising requirements.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to Table the second and final reading of Ordinance No. 09-2017 until the September 12, 2017 City Council meeting.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Council's consideration and public comment on the allocation of the 2017 Edward Byrne Memorial Justice Assistance Grant in the amount of $23,464 for FY18. (17-355). (Chief of Police)

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

*** MOTION by Councilwoman Blanco; Seconded by Deputy Mayor Boisvert, to approve the allocation of the 2017 Edward Byrne Memorial Justice Assistance Grant in the amount of $23,464 for FY18.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Ordinance No. 11-2017/2nd and Final Reading: Amending Chapter 19, Article II - Public Service Tax; Electing the option to levy a Public Service Tax on water service. (17-363). (Finance Director)

City Manager Titkanich stated that on May 19, 2015, a City Council Budget Workshop was held for the purpose of the FY 2016 Budget as well as a discussion on future budgetary issues. Additionally, in the City's Strategic Plan, it identifies issues, goals, and objectives, one of which is Fiscal Sustainability. One way to accomplish this objective is to evaluate and consider alternate and new revenue sources such as implementing a Public Service Tax on water s service within the City.

He explained in furtherance what the Public Service Tax entailed and noted that at the Fiscal Year 2018 Budget Priorities Workshop, in lieu of increasing the millage rate to cover the revenue shortfall, City Council directed the millage rate remain at the current fiscal year rate and the Public Service Tax be imposed for FY 2018. This will enable the City to further attain its goal of being long-term fiscally sustainable.

This tax is for 10% and only applies to those with water services within the City. It would start October 1, 2017 and the Ordinance provides for certain exemptions for governmental agencies, religious, and educational institutions.

Attorney Garganese read Ordinance No. 11-2017 into the record, by title only as follows. He advised that this was second and final reading of the Ordinance.

ORDINANCE NO. 11-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 19, ARTICLE II- PUBLIC SERVICE TAX; ELECTING THE OPTION TO LEVY A PUBLIC SERVICE TAX ON WATER SERVICE; MAKING OTHER CONFORMING AND TECHNICAL AMENDMENTS TO CHAPTER 19, ARTICLE II; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Parrish opened the hearing up to the public.

Lorraine Koss, 2115 Indian River Drive, Cocoa, asked if water bills were going up 14%. In response, City Manager Titkanich explained that for City customers, yes. She noted it would not affect her or her neighbors but it was a concern to her for others in the City. She pointed out that being Chair of the Utilities Advisory Board she would have liked to have been made aware of this so she would have been prepared for questions being posed to her by citizens.

City Manager Titkanich advised that Council elected to have the millage remain the same. Additionally, it would shift some of the burden being placed on all properties and provides the tax to everyone.

Ms. Koss noted that there was a lot of concern regarding the increase and was not sure how the public relations aspect of notification would be done but felt strongly that information needed to be put out there.

City Manager Titkanich understood her concerns and noted that alternatively they could be looking at cutting four positions. Ms. Koss supported the city staff and believed they do a good job. These questions and concerns were directed at her due to her position on the Utilities Advisory Board and she would have liked to have a heads up. It will be hard for many citizens as they are on a budget.

City Manager Tikanich reiterated that the increase was only on water, not sewer.

Jennifer Kenney, Quail Ridge Court, read about the increase on her utility bill. She was glad to know that the money was going back into the General Fund and encouraged Council to look at ways to raise money for the General Fund so that it did not come from citizens. People have no other choice then to use the City's water. She is pleased with the water but not with the 14% increase.

Mayor Parrish closed the hearing to the public.

Councilwoman Warner thought Ms. Koss made a good point and believed that the public relations aspect was a nightmare. The City has a high percentage of renters and this is one way to make sure everyone is paying a small amount more. In all her years she has never seen anyone cut the budget as much as City Manager Titkanich has.

She believed that the general public does not understand what the City is doing and we needed to do a better job of explaining. She thought that social media needed to be used more or a better job of explaining needed to be done. She felt that they needed to work on better public relations and was upset that the Chair of the Utilities Advisory Board was not made aware of this.

Councilwoman Blanco assured Ms. Koss and citizens that they did grapple with this and it was not an easy decision. She personally does not want to pay more for water, but wherever you live there are increases. She agreed that Boards should have this information provided to them. She agreed that a better job of communicating needs done.

City Manager Titkanich agreed and would have Ms. Senger post something on the website tomorrow. It also was put on water bills, but he assured Council and citizens that a fact sheet would be put together and posted. He apologized to Ms. Koss for not notifying her.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilman Whipple, to approve Ordinance No. 11-2017 on second and final reading.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. COUNCIL BUSINESS:

1. Approve a Code Enforcement Lien Reduction request in the amount of $5,800.00 for the property located at 1053 Hickory Ln. (17-331). (Chief of Police)

Chief Cantaloupe advised that the Code Enforcement Board held a public hearing on July 17, 2014, at which time the Board found the owner, Innova Invesmtment Group LLC; Via Lam LLC, in violation of the following: Section 6-900 (b)(1)-Accumulation of Junk & Trash.

The Board provided the owner sufficient time to correct the said violation. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective August 9, 2014. The lien ran at $50 per day from August 9, 2014 until compliance was achieved on June 29, 2017. The lien is $53,600 which includes $800 in Fixed Liens and the current owner, Innova Investment Group, LLC; Via Lam LLC is requesting that the lien be forgiven due to the fact that the violations were imposed against the previous owner and he was not aware of the liens at the time of purchase.

Mr. Scott Rost, 1000 Legion Place, advised that he was in attendance on behalf of the property 1053 Hickory Lane. He thanked Council and pointed out that they represent Innova Investment Group. They took ownership to the title a little over a year ago in July 2016 and the majority of the days of accumulation on the lien were under the previous ownership. The owners worked expediciously to get the property cleaned up and they were requesting that the lien be reduced to an

amount not to exceed $2,000. This is because they have only owned the property for a little over a year and it was brought into compliance. They feel that $5,000 above the fixed amount of $800 was a little excessive.

Councilwoman Warner clarified that normally recommendations to the Code Board were amounts associated with hard costs, demo, etc. Chief Cantaloupe confirmed these were hard costs. They took ownership on May 22, 2015 and the property was brought into compliance in 2017.

Attorney Rost apologized for the misinformation and mentioned that he was looking at a partial file.

City Manager Titkanich advised that this was an investment group. There are also costs to the community such as to the neighbors, etc.

Councilwoman Warner was concerned that because the information they received was directly related to the hard costs that there was something they were not seeing.

* **MOTION by Councilwoman Blanco; Seconded by Deputy Mayor Boisvert, to approve the Code Enforcement Lien reduction in the amount of $5,800 for the property located at 1053 Hickory Lane.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

Attorney Rost congratulated the City on the water project.

2. Consider the appointment of Mr. Herbert (Rip) Dyal as the 1st Alternate Member to the Board of Adjustment. (17-364). (Administrative Services Director)

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve the appointment of Mr. Herbert (Rip) Dyal as the 1st Alternate member to the Board of Adjustment.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

Mr. Rip Dyal, 3807 Parapet Drive, Cocoa, spoke in regards to his appointment. He noted it felt good to be back on the board and that his job was the reason he had to leave his past position on the board. He was now working at Guardian Manufacturing in Cocoa. Council welcomed him back.

IX. CITY BUSINESS:

1. Approve a preliminary subdivision consistent with Chapter 18 of the City of Cocoa Code for Lakeside Palms, LLC, a 103-lot subdivision consisting of approximately 26.28 acres located at 100 Clearlake Road. (17-320). (Community Services Director)

Ms. Hamilton presented the item and noted that the item would be going to Planning and Zoning for approval.

She advised that the original plan was for 105 lots but a request had come to reduce it to 103.

Andy Kirbach, 505 N. Harbor City Boulevard, Melbourne, the projects representative, was there to answer any questions.

Councilwoman Blanco asked who the builder would be. In response, it was stated DR Horton. The price range has not been determined and the average square footage would be 2,000 and above. Councilwoman Blanco confirmed that they would be medium priced homes.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve a Resolution amending the FY2017 Budget to include a transfer from the Water/Sewer Fund to the General Fund reflecting the actual cost of the Fleet Building Expansion Project (CP11FS) and to apply the correct split between the General Fund and the Water/Sewer Fund. (17-342). (Finance Director)

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve the Preliminary Assessment Resolution for the Fire Protection Assessment for FY2018. (17-345). (Finance Director)

Ms. Butler explained the item regarding the Preliminary Fire Assessment Resolution. The final reading would be on September 5, 2017[2].

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

AYES: Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

4. Approve a Resolution to amend the FY2017 budget to reflect the actual State contributions received for the Police and Firefighter retirement plans. (17-356). (City Manager/Finance Director)

Ms. Butler mentioned that the dollar amount of the contributions came in slightly higher and this was reflected in the budget amendment.

* **MOTION by Councilwoman Blanco; SECONDED by Councilwoman Warner, to approve the item.**

AYES: Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

MULTI-YEAR CONTRACTS:

5. Approve a multi-year contract (pending approval of the FY2018 Budget) with Chard Snyder for retiree and COBRA billing administration services from October 1, 2017 to September 30, 2020 and authorize the City Manager to negotiate and sign associated contract approved by the City Attorney. (17-343). (Administrative Services Director)

[2] Mayor Parrish left the meeting at 7:44 p.m.

Ms. Gemmati explained the item and advised that the contract was still being drafted.[3] She further advised that the City currently offers its retirees' benefits for life. This is currently done in house and involves multiple people. This item approves the outsourcing of this and will assure that retirees have more access to their benefits.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. Approve City Staff's vendor selection for award of RFP# P-17-12-COC, Workers' Compensation Third Party Administration Services for the City of Cocoa and authorize the City Manager to negotiate and execute a multi-year contract with USIS, Inc. from October 1, 2017 to September 30, 2020 and any approved renewal terms in the contract. (17-346). (Administrative Services Director)

Ms. Gemmati presented the item and pointed out that they have been with USIS since 1997. The City has had a long term contract with them. There were three bidders and they were the City's first choice. A representative was present for questions.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

7. Approve Task Order 2017-83 with CH2M to Update the Water System Capital Plan, Project WS1210; To Approve as a Multi-year Contract from FY2017 through FY2018; Pending Approval of the FY2018 Budget. (17-349). (Utilities Director)

Mr. Walsh presented the item noting it was a substantial capital plan update. They will go through and evaluate the program overall. This represents a strategic plan for the City.

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

[3] Mayor Parrish returned to the meeting at 7:46 p.m.

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

8. Authorize the City Manager to sign a three (3) year Application Service Provider (ASP) Order with Superion, LLC. (formerly SunGard Public Sector), to provide Superion NaviLine Public Administration applications. (17-357). (Assistant City Manager)

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

9. Approve Continuation of Work under Task Order 41 with CDM Smith, Inc. to provide SCADA System Programming Services for the Sellers VTSCADA System, LCP's and RTU's on an as needed basis; To Approve Amendment #2 to Task Order 41 to Extend Service Time; To Approve a Resolution Amending the FY2017 Budget. (17-335). (Utilities Director)

Mr. Walsh presented the item.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

X. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 07/31/2017. (17-344). (Finance Director)

2. FY 2017 Budget Adjustment Report. (17-350). (Finance Director)

3. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (17-351). (Finance Director)

4. Data showing the relation between the estimated and actual income and expenses to date. (17-352). (Finance Director)

5. Review of the Employee Health Center utilization report provided by CareATC for July 2017. (17-365). (Administrative Services Director)

XI. REPORTS:

Mr. Wegerif provided a brief report regarding the flooding on Brevard Avenue. Staff has checked the pipes on Brevard Avenue and they are all clear up to SR 520. FDOT did find some blockage and they are in the process of cleaning out their lines. It may or may not have had an impact on the flooding but it is all being fixed.

The grate was also replaced at 308 Brevard Avenue and that would hopefully solve that problem.

Councilman Whipple asked if he had contacted Pam in regards to the replacement. Mr. Wegerif responded in the affirmative.

Lastly, Mr. Wegerif provided an update on the Harry T. Moore Center, noting that the floors were down and the walls were being painted. They also were beautifying the outside. It would be ready for the dedication in September.

Chief Cantaloupe reminded everyone about Coffee With a Cop tomorrow morning, August 23, 2017 at Ossorio's. Copper would also be there.

Chief Prince announced that Thursday, August 24, 2017 at 6 p.m. was the annual awards ceremony for the Fire Department. They would be announcing the Firefighter of the Year and recognizing Deborah Rowan on her retirement.

He further reminded all of the 911 Stair Climb to be held on Saturday, September 9, 2017.

Lastly, he mentioned that tomorrow was a United Way fundraiser at Fire Station #1.

Ms. Gemmati introduced Mr. Deane Mills, Safety Manager and recognized him for his hard work on the USIS contract.

Assistant City Manager Fuhrer provided an update on the annual repaving. They have started in Cocoa north and then would do the Carlton Terrace area.

Additionally, at the next City Council meeting they would be bringing the Lee Wenner Park agreement forward.

City Manager Titkanich advised that they had received the most recent population estimate and the latest is 18,892, which is an increase of about 150.

He spoke about workshops that were held on August 9, 2017 with the County Commission and several members of the community. The direction was to work on interlocal agreements. The County Manager has worked with the City Attorney regarding the US 1 RDA and Diamond Square RDA. When the draft was received a workshop would be scheduled to determine direction on those agreements.

The Harry T. Moore Center project was coming in to completion and he reminded all that the dedication ceremony would be held on Wednesday, September 6, 2017 from 5-6 p.m.

Lastly, he assured Council and those in attendance that staff would work to get information on the website regarding the Public Service Tax increase. He reiterated that it was needed in order to maintain current levels of services and that it was a hard decision for everyone.

Councilman Whipple enjoyed the Florida League of Cities Annual Conference and urged citizens to get behind their representatives to support CRA's. They are needed to delete the blight.

He mentioned his attendance at the anniversary celebration for "Jerk Flavas" this past weekend. The food was excellent. It is located at the corner of Fiske Blvd. and School Street, right by the armory.

Councilwoman Blanco also enjoyed the FLC Conference and mentioned she serves on the Utilities and Natural Resources Policy Committee. They had two topics of discussion both related to water. She felt it showed how important the

services that the City provides are. She thanked the City for the ability to attend the conference.

Lastly, she advised that they were constantly being told what a great area that Cocoa was. People are aware of Cocoa in other parts of the state. She wants to make sure that Cocoa is promoted and as elected officials and citizens things are done. She hoped to be a part of Cocoa for the next few years.

Councilwoman Warner concurred with other Council members regarding the conference. She congratulated Gil Ziffer as the new President for Florida League of Cities. She has always felt that networking with other cities is great and you leave knowing how good of a city that we have. Cocoa has its share of problems but there are others in much worse shape.

She attended the "Jerk Flava" anniversary and knew how good their food was. They chose Cocoa to open the business and decided it was where they wanted to be. There were great remarks from those who eat there and a great write up in the paper. Ms. Paulette, the owner, stated that the write up helped her business.

Deputy Mayor Boisvert attended the groundbreaking ceremonies for Fire Stations 2 & 3. The Flying J on SR 524 has also opened. The owner of Flying J is very pleased with Cocoa and it was packed over the weekend. He noticed that lights were being installed at the Erdman property and he thanked the City Manager, Mr. Walsh, and City Attorney for their work on the water contract.

In closing, Deputy Mayor Boisvert thanked everyone who attended his town hall meeting on August 15, 2017. There were approximately 104 people in attendance. He thought the City Manager did a great job with his presentation.

Mayor Parrish reminded Council that they were elected by citizens. Citizens have things to say and sometimes they are hard to hear, whether they are true or not. Additionally, the City has a great water system and appreciates all that has been done throughout the years.

He questioned City Manager Titkanich about the parking study. In response, City Manager Titkanich noted that at the last CRA meeting they said it would be August or September, but he would check.

Mayor Parrish also concurred with Council regarding the FLC Conference and stressed that the City needs to be ready in the fall for the upcoming session.

He thanked Chief Cantaloupe for the help with the Dixon Diner regarding a recent break-in. He advised there was a lot going on, and it was not just here but everywhere.

Mayor Parrish expressed excitement about Lee Wenner Park and advised that September 5th was the Special meeting to adopt the proposed budget and September 13th was a Special meeting to adopt the Final budget.

He asked if the Flying J had emailed the City regarding an official ribbon cutting. The City Manager stated that the Ribbon Cutting was August 31st at 6 pm.

In closing, he felt that the City was very optimistic and he appreciates everyone.

XII. ADJOURNMENT.

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilman Whipple, to adjourn the regular meeting of August 22, 2017.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:17 p.m.

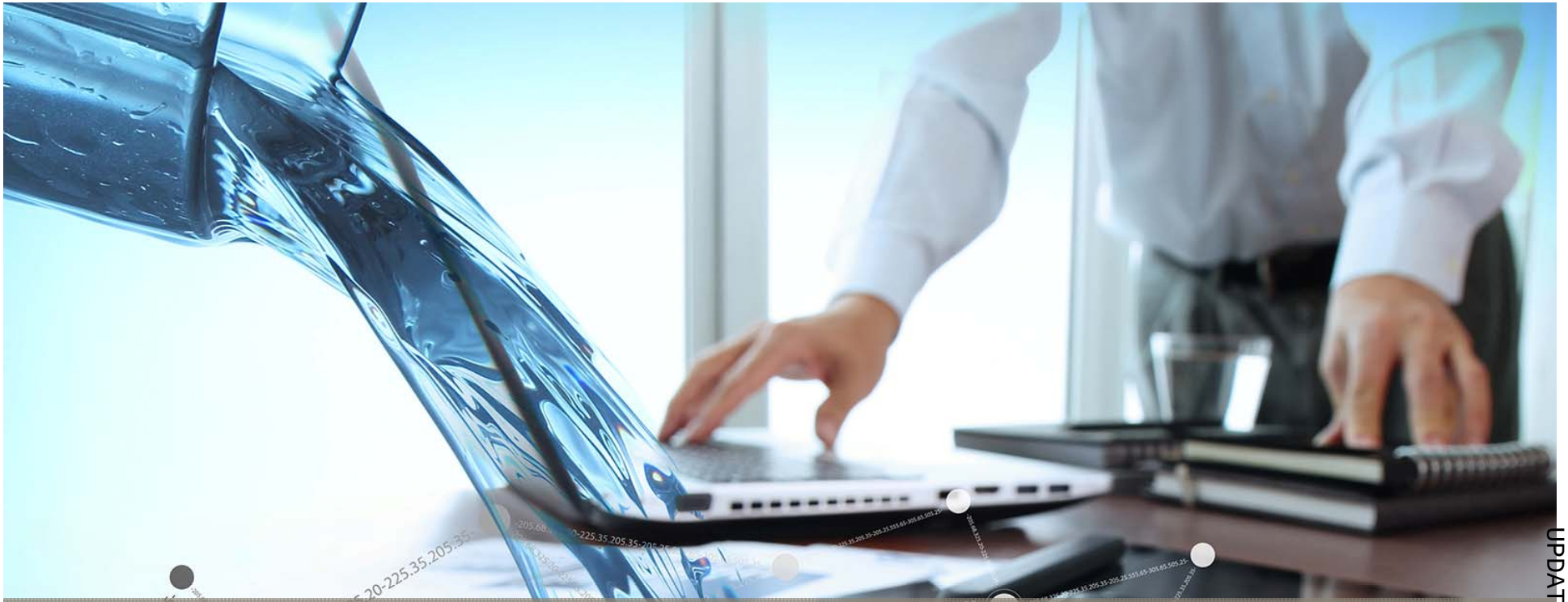
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Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk



City of Cocoa, Florida
Water and Sewer
Revenue Sufficiency Analysis Update

Council Presentation
August 22, 2017

Stantec

Our Project Team

- **Government Financial Consultants**
- **29 Years Serving Florida Clients**
- **Formerly Burton & Associates**

- Michael Burton **Project Director**
- Erick van Malssen **Managing Consultant**
- Vita Quinn **Senior Consultant**
- Peter Napoli **Analyst**

Stantec

Agenda

1 Purpose

2 Analysis

3 Financial Plan

4 Fire Assessment

5 Recommendations



1 Purpose

Background

Scope

Why Are We Here?

City contracted with Burton & Associates (now Stantec) in FY 2010 for a comprehensive rate study

- Included water, sewer, and reclaimed water
- Plan of 5% annual rate adjustments

Scope for Annual Updates

- Update 10-year financial plan
- Verify or adjust plan of rate adjustments as required

Stantec

2 Analysis

Data

Assumptions

Data Sources

- FY 2016 Audited financials
- FY 2017 Budget & FY 2018 Proposed Budget
- Debt Service
- Capital Improvement Program

Required Restrictions

- Debt Service Coverage Requirements
- Reserve Policies

Stantec

Assumptions

- Cost Escalation
- Execution of Budget
- System Growth & Volume Forecast
- Interest Earnings
- Long-Term Borrowing Terms

Stantec

3 Financial Plan

Cash Flow Projections

Control Panel

Rate Comparisons

Stantec

FAMS-XL Revenue Sufficiency Model

Cash Flow Projection

- **10-Year** projection
- Calculates annual cash flow **surplus/deficit**
- Available reserves **graphically represented** with detail available

Cash In > Cash Out

- Surplus
- Builds reserve balances for future use
- ***Sustainable***

Cash Out > Cash In

- Deficit
- Draws down reserve balances or calculates long-term borrowing to pay for expenses
- ***Not sustainable***

Stantec

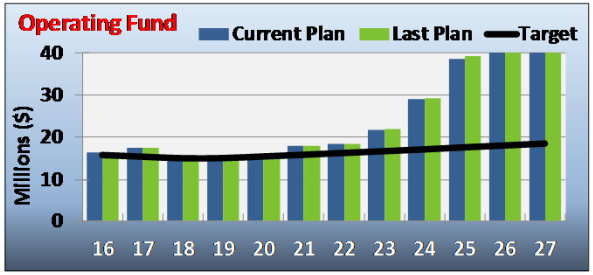
FAMS-XL Control Panel

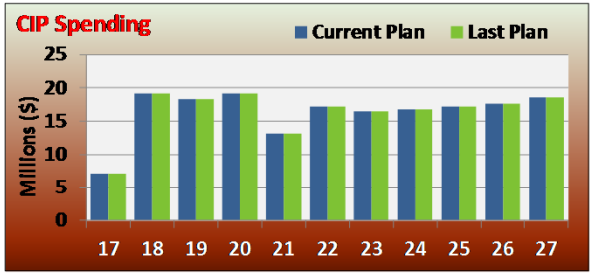
SAVE | CALC | ROLL

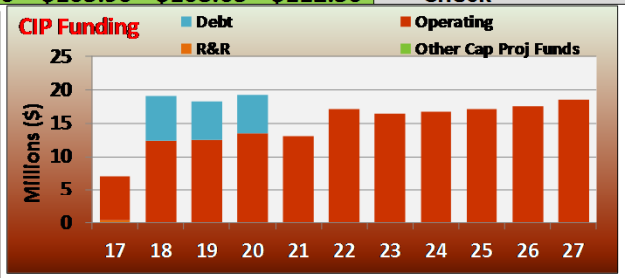
FINANCIAL ANALYSIS AND MANAGEMENT SYSTEM (FAMS) SUMMARY
City of Cocoa

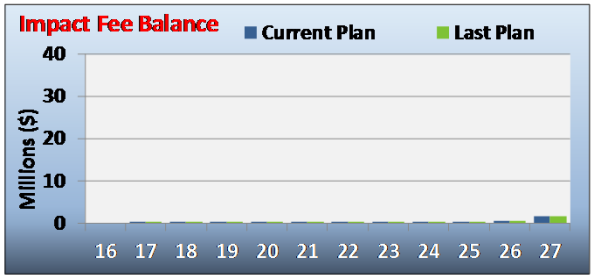
	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Cumulative Change FY 2022	Cumulative Change FY 2027
Override ▶		4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%		
Water Rate Increases	0.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	21.58%	47.91%
Last Plan	0.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	21.58%	47.91%
Override ▶		4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%		
Sewer Rate Increases	0.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%		
Last Plan	0.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%		
Rate Covenant	3.81	4.12	4.41	4.26	4.46	4.77	5.10	7.47	7.98	8.55	9.81		
Last Plan	3.79	4.03	4.38	4.24	4.45	4.77	5.10	7.46	7.99	8.56	9.82		
CIP $ Redistribution ▶	-$22.00	$8.00	$7.00	$7.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
CIP Execution % ▶	100%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%		
Operating Reserve Mo ▶	5	5	5	5	5	5	5	5	5	5	5		
Average Bill (5,000 gals.)	$75.95	$78.97	$82.10	$85.37	$88.79	$92.36	$96.03	$99.86	$103.90	$108.05	$112.36		
Last Plan	$75.95	$78.97	$82.10	$85.37	$88.79	$92.36	$96.03	$99.86	$103.90	$108.05	$112.36	Check	-

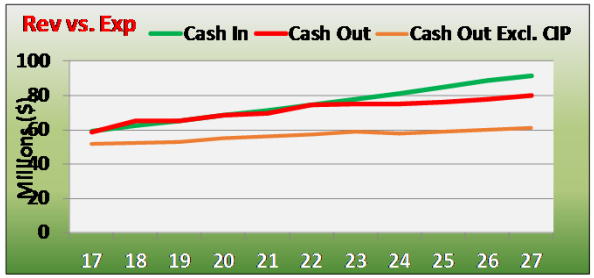
	FY 2017
PS Exec %	100.0%
OMV Exec %	100.0%

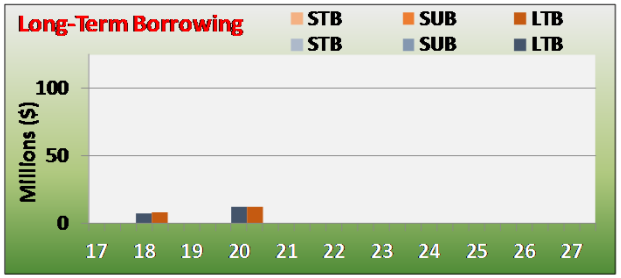






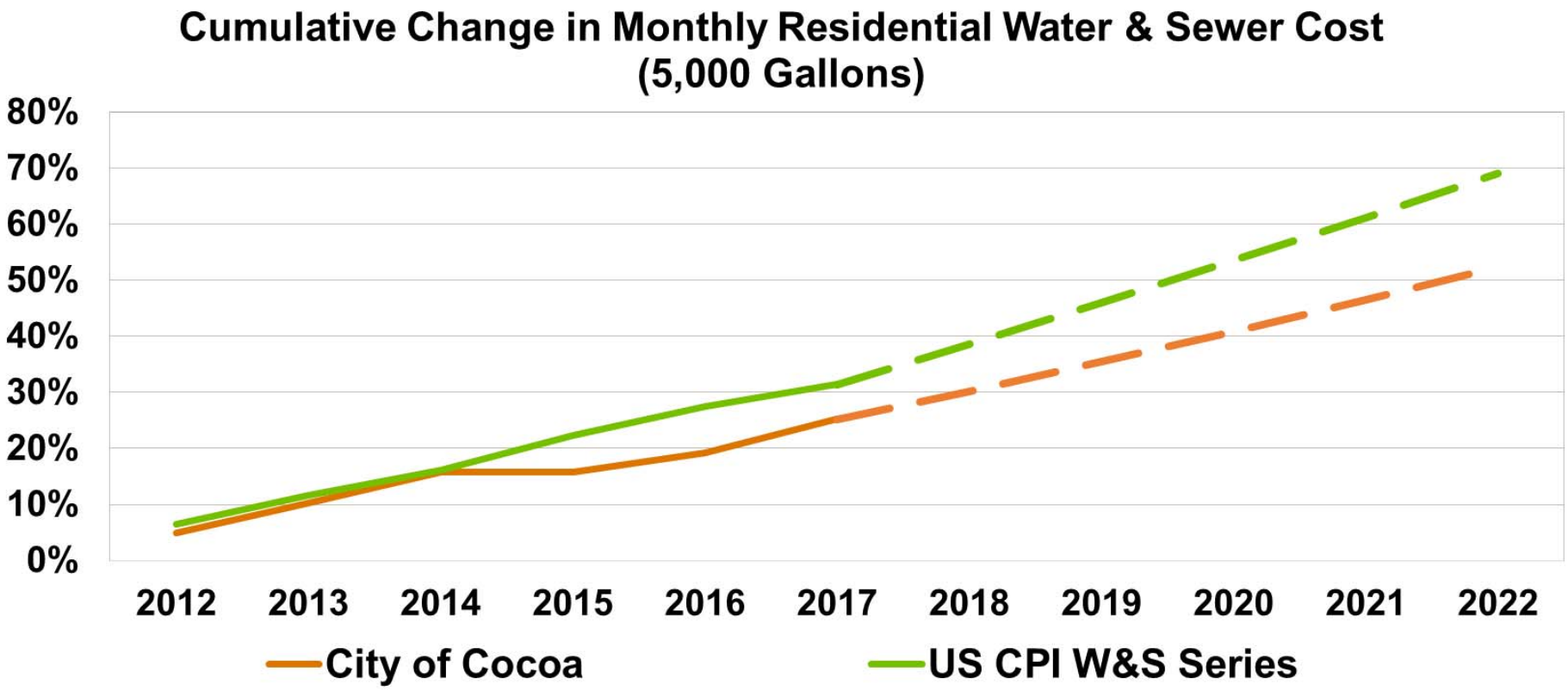






Stantec

Comparison to National Trends

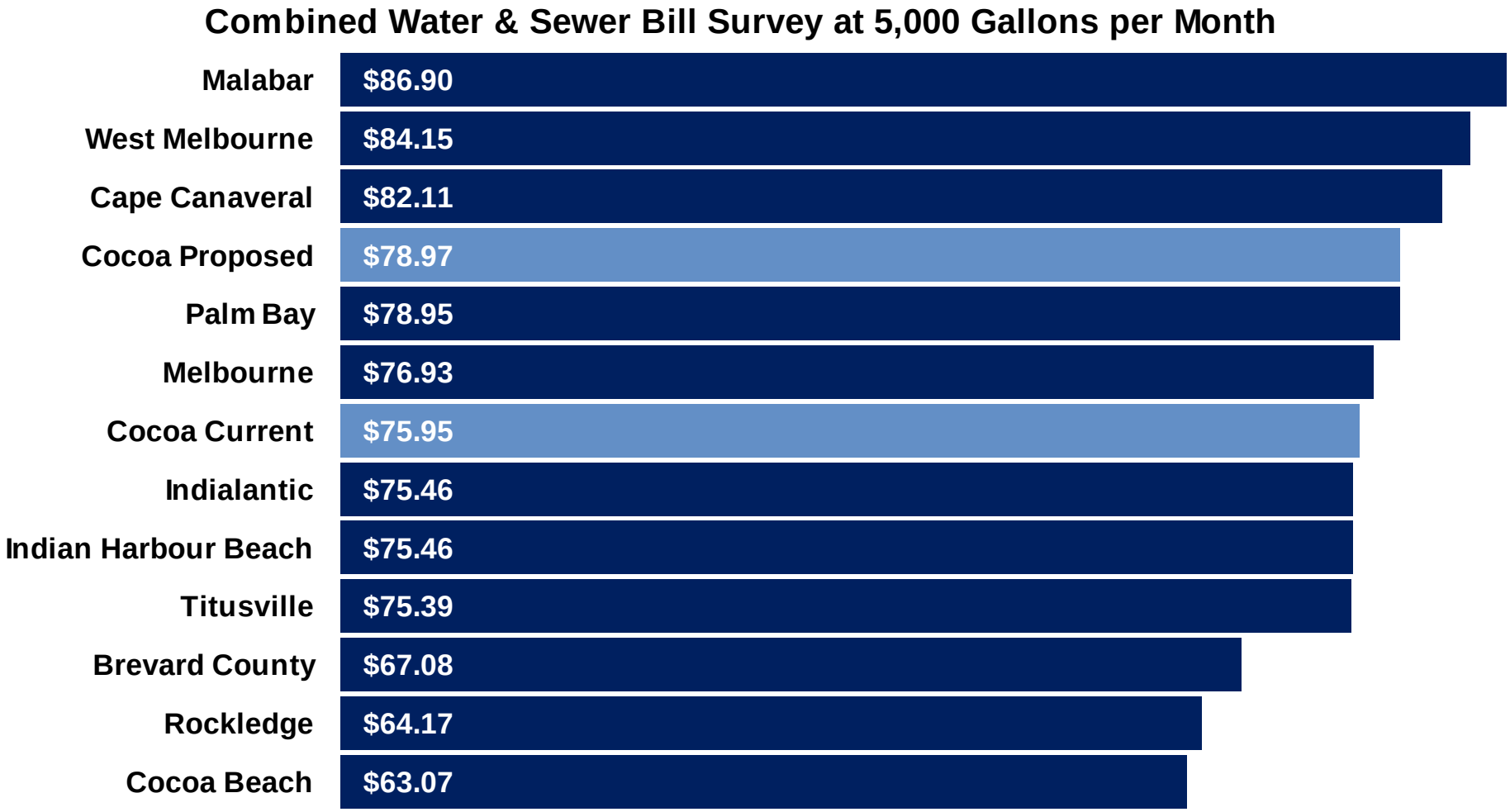


US CPI W&S Series 5-Yr Average Increase = 5.0%

US CPI W&S Series 10-Yr Average Increase = 5.6%

Stantec

Comparison with Local Entities



Stantec

4 Fire Assessment

Roll Update

Statutory Changes

Stantec

Fire Assessment Roll Update

Analysis

- Update property values
- Identify new parcels
- Analyze exemptions

Issues

- New exemption for certain **agricultural properties**
  - Exempts vacant agricultural properties
  - Agricultural properties with structures would be assessed
  - Revenue loss to City about $4k
- Debt service expense for fire station $105k higher in FY 2018

Stantec

Fire Assessment Roll Update

Results

- 5% increase for FY 2018 only, return to 3% increase in FY 2019
- Funds increased debt service
- Total billed revenue $2.4 million

Residential Assessment

FY 2017	FY 2018	$ Change	% Change
$193.57	$203.25	$9.68	5%

Stantec

5 Recommendations

Recommendations

- Implement 4% across-the-board increase in all water, sewer and reclaimed water rates
- Effective October 1, 2017
- Implement 5% fire assessment increase for FY 2018

Basis for Recommendation

- Meets financial planning targets
- Provides sustainable plan for funding of capital project requirements

Stantec

Stantec Consulting Services

Presentation Contact Information

Michael Burton
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Vita Quinn
Phone: 386-546-7719
Email: Vita.Quinn@Stantec.com

Stantec

Legislation Details (With Text)

File #:	17-434	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	9/28/2017			**In control:**	City Council
On agenda:	10/10/2017			**Final action:**	
Title:	Approve the Minutes of the Special meeting of September 5, 2017, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	09-05-2017 Budget Meeting-1st Public Hearing.pdf 09-05-17 Exhibit A: Budget Hearing presentation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 28, 2017
Agenda Date: October 10, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Special meeting of September 5, 2017, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Special meeting of September 5, 2017, as written or with amendments.

powered by Legistar™

MINUTES

CITY OF COCOA
SPECIAL MEETING OF THE CITY COUNCIL

September 5, 2017

A Budget Meeting/ 1st Public Hearing was held on Tuesday, September 5, 2017, in City Council Chambers at Cocoa City Hall, 65 Stone Street, Cocoa, Florida as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the workshop to order at 5:40 p.m.

Councilman Whipple provided the invocation. Deputy Mayor Boisvert led the assembly in the Pledge of Allegiance.

Present:	Henry Parrish	Mayor
	Don Boisvert	Deputy Mayor
	Brenda Warner	Councilwoman
	Clarence Whipple	Councilman
	Jeri Blanco	Councilwoman
	Anthony Garganese	City Attorney
	John Titkanich	City Manager
	Matt Fuhrer	Assistant City Manager
	Monica Arsenault	Assistant City Clerk

Other Staff Members Present:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Ed Wegerif, Public Works Director; Karen Hamilton, Community Services Director; Gene Prince, Fire Chief; Jonathan Lamm, Deputy Fire Chief; Michael Cantaloupe, Chief of Police; Robert Beach, I.T. Manager; Teri Butler, Finance Director; Lora Howell, Deputy Finance Director; and Lea Taylor, Budget Analyst.

II. APPROVAL OF AGENDA:

1. Approve the Agenda for the Special meeting of September 5, 2017. (17-379).

*** MOTION by Councilwoman Warner; Seconded by Councilwoman Blanco, to approve the agenda with an amendment under Public Hearings regarding a Resolution for Hurricane Irma.**

AYES: Parrish, Boisvert, Warner, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. PUBLIC HEARINGS:

1. Approve the Final Fire Assessment Resolution No. 2017-78 and the Non-Ad Valorem Assessment Roll for the Fire Protection Assessment for FY 2018. (17-375). (Finance Director)

City Manager Titkanich presented a presentation[1] for the FY18 Budget. He provided background information leading up to the FY18 budget process and reviewed a General Fund Baseline Scenario screenshot. He also reviewed the basis for the FY18 General Fund budget analysis.

City Manager Titkanich explained the FY18 Budget Development Philosophy which elaborates on the focus of the City to remain on a fiscally sustainable path. He went on to explain the FY18 General Fund Fiscal Sustainability Model.

City Manager Titkanich took a moment to express his congratulations to City staff, specifically the Finance Department, for receiving the GFOA Award for Excellence in Financial Reporting. He thanked everyone for their hard work and dedication.

He turned over the discussion to Council to discuss the Final Fire Assessment Resolution. There were no comments or questions.

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

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve the Final Fire Assessment Resolution No. 2017-78 and the Non-Ad Valorem Assessment Roll for the Fire Protection Assessment for FY 2018**

AYES: Parrish, Boisvert, Warner, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

1. (a) Review of the FY 2018 Millage options and Approve Resolution No. 2017-79, tentatively adopting a proposed millage rate of 5.9790 mills, for the City of Cocoa Fiscal Year, commencing October 1, 2017 and ending on September 30, 2018.

City Manager Titkanich reviewed the General Fund FY18 recommendations which includes:

- Maintaining the millage rate at 5.9790

[1] Exhibit A: Budget Presentation

- Adopt water utility Public Service Tax at 10% (in lieu of millage increase)
- Adopt Fire Assessment Rates with a 5% adjustment

City Manager Titkanich reviewed the Ad Valorem Tax Base history from FY08 to current as well as the Millage and Ad Valorem revenue history from FY09 to FY17.

He explained the FY18 Trim Rate options. He explained how the millage rates will affect single family property owners. He shared the FY18 Comparative City Rates and pointed out that the City of Cocoa is currently ranked as number seven out of ten local cities.

City Manager Titkanich went on to share the FY18 Staff Proposed Rate.

City Manager Titkanich made a public announcement to address the following:

- The City of Cocoa is the taxing authority
- The rolled-back rate is 5.9219
- The rolled-back rate is a 0% increase
- The millage rate to be levied is 5.9790
- The millage rate of 5.9790 is a tax increase of 0.96% as a percent change of the rolled-back rate

City Manager Titkanich opened the discussion to Council for questions and comments.

Councilwoman Warner asked for clarification that the City's millage rate is not increasing. City Manager Titkanich stated that the millage rate had not been raised since 2015.

The Public Hearing was opened to the audience. There being no response, the public portion of the hearing was closed.

* **MOTION by Councilwoman Blanco; Seconded by Deputy Mayor Boisvert, to tentatively adopt a proposed millage rate of 5.9790 mills, for the City of Cocoa Fiscal Year, commencing October 1, 2017 and ending on September 30, 2018.**

AYES: Parrish, Boisvert, Warner, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

(b) Review of the FY 2018 Tentative Budget and Approve Resolution No. 2017-80, tentatively adopting a budget and CIP, for the City of Cocoa Fiscal Year, commencing October 1, 2017, and ending September 30, 2018. (17-376). (Finance Director)

City Manager Titkanich presented revenue trends for all funds and the General Fund revenue trends. He reiterated the funding sources that make up the City's FY18 General Fund revenue, Water/Sewer Fund revenue, and the Stormwater Fund revenue.

City Manager Titkanich presented the FY18 Proposed Budget vs. the FY17 Amended Budget by fund and by department. He went on to explain the General Fund expenditure trends and the FY18 Proposed Budget vs. FY17 Amended Budget by fund category. He also shared the FY18 Water/Sewer Proposed Budget vs. FY17 Amended Budget broken down by both Fund category as well as by Division.

City Manager Titkanich reiterated the FY18 expenditure drivers which include:

- Salaries
- Insurance
- Pension
- Fire Stations Debt Service

Councilwoman Warner inquired why the auto insurance had such a high increase over the last year. In response, City Manager Titkanich explained that the City added additional vehicles to the insurance policy which caused an increase.

City Manager Titkanich shared there were a few minor changes in the FY18 Proposed General Fund Capital Budget since the Budget Workshop. He presented the updated FY18 Proposed General Fund Capital Budget.

Councilman Whipple inquired about the money being spent to run fiber optic cables from the Police Department to the Water Plant. He asked what the distance is between the Police Department and the Water Plant. Assistant City Manager Fuhrer stated that the cables would run a distance of twelve miles. Mayor Parrish inquired about a wireless option to which City Manager Titkanich replied that the City does have wireless but unfortunately it is not reliable.

Furthermore, Assistant City Manager Fuhrer explained that this is an item that came out of the Capital Planning for Utilities as a critical item for communications, especially between the Dyal Treatment Plant and the Wewahootee Treatment Plant due to their physical locations.

Assistant City Manager Fuhrer explained that the challenges with the wireless system include speed and accessibility. He explained that wireless systems are often elevated, and can become impacted at times by various interferences, such as wind, especially during a hurricane. The new fiber optic system will provide an enhanced level of service as well as faster speeds and reliability.

Additionally, Jack Walsh, Utilities Director, explained that in the course of doing other work along State Road 520 a few years back, about 95% of an empty conduit was

installed that runs all the way to I-95. The conduit will be approximately three to three and a half feet deep in the ground. City Manager Titkanich noted that this project will be funded by the Utilities Department.

Deputy Mayor Boisvert inquired about the fifty thousand ($50,000.00) dollar digital board that is being installed on State Road 524. In response, City Manager Titkanich explained that the board will be installed at the new Fire Station 3. He explained that the cost is higher than the other digital boards because the sign will be farther from the road than the other signs.

City Manager Titkanich explained the FY18 Proposed Capital Budget Other Funds which includes the Community Redevelopment Areas, Capital Projects Fund, and Stormwater Fund.

City Manager Titkanich opened up the discussion to Council for questions and comments. Since there were no additional questions or comments by Council the discussion was opened to the public.

Ben Brotemarkle, Executive Director of the Florida Historical Society, provided background information on the duties of the Florida Historical Society. He discussed the Florida Historical Society Museum and all of the various ways the museum has attracted business to Brevard County. He requested that Council find room in the budget, specifically fifty thousand ($50,000.00) dollars, to help improve their cause.

Tracy Moore, President of the Florida Historical Society, reiterated some of what Mr. Brotemarkle stated, and requested that Council consider investing money in the museum to help fund their immediate needs and long term needs.

Mayor Parrish asked for clarification that the City owns the property where the museum is located. City Manager Titkanich responded in the affirmative. Mayor Parrish expressed his support of the museum and all the viable things that they do.

Councilwoman Warner stated that she does not feel she is ready to make a decision at this time, however, she would like additional information on the background of the museum and their building and maintenance needs. She expressed that while she is not opposed to giving them additional funding, she feels that there are other ways to support their cause. She expressed that this is a topic that can be revisited after additional information is provided. She also inquired where the fifty thousand ($50,000.00) dollars would come from if they were to decide to fund the museum.

In response, City Manager Titkanich explained that Assistant City Manager Fuhrer, Public Works Manager Ed Wegerif, and himself have all been out to the museum to assess the building structure. He explained that a Municipal Services Agreement would need to be put together and brought back to Council to allow for any funding. He

suggested that he hold meetings with the members of Council and the staff from the Brevard Museum to discuss and identify their financial needs.

Councilman Whipple expressed his support of the Brevard Museum. He inquired about a meeting time frame to which City Manager Titkanich suggested early October due to both the anticipated Hurricane Irma and preparing for upcoming Budget Hearings.

Councilwoman Blanco expressed that while she supports the Brevard Museum, she feels this is a topic that needs to be brought back after additional information and hard numbers are provided.

A consensus was made by Council to bring the topic back in October after additional information is provided by the Museum's staff.

The Public Hearing was closed to the audience.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to tentatively adopt a budget and CIP, for the City of Cocoa Fiscal Year, commencing October 1, 2017, and ending September 30, 2018.**

AYES: Parrish, Boisvert, Warner, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Councilwoman Warner; Seconded by Councilman Whipple, to approve Resolution 2017-82 declaring a state of emergency due to Hurricane Irma.**

AYES: Parrish, Boisvert, Warner, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

IV. ADJOURNMENT:

* **MOTION by Councilwoman Warner; Seconded by Deputy Mayor Boisvert, to adjourn the Special Meeting of the City Council of September 05, 2017.**

AYES: Parrish, Boisvert, Warner, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

The Special Meeting of the City Council adjourned at 7:30 p.m.

Henry U. Parrish III, Mayor

ATTEST:

Carie Shealy, City Clerk
(Transcribed by M. Arsenault, Assistant City Clerk)


AGENDA
FY 2018 MILLAGE RATE
FY 2018 FIRE ASSESSMENT
GENERAL FUND
BUDGET
CAPITAL PROJECTS, PROGRAMS AND EQUIPMENT
1st BUDGET HEARING
FISCAL YEAR 2018
September 5, 2017
BACKGROUND
QUESTIONS & DISCUSSION


1st BUDGET HEARING
FISCAL YEAR 2018
September 5, 2017


AGENDA
FY 2018 MILLAGE RATE
FY 2018 FIRE ASSESSMENT
GENERAL FUND
BUDGET
CAPITAL PROJECTS, PROGRAMS AND EQUIPMENT
1st BUDGET HEARING
FISCAL YEAR 2018
September 5, 2017
BACKGROUND
QUESTIONS & DISCUSSION

Agenda & Objectives



- Adopt Non-Ad Valorem Assessment Roll and the Fire Protection Final Assessment Resolution for FY2018
- Adopt a Tentative Millage Rate for FY2018
- Adopt a Tentative Budget for FY2018
- Set 2nd Public Hearing – September 13, 2017 at 5:30p.m., Cocoa City Hall, 65 Stone Street, Cocoa, FL 32922

The City must have a balanced budget by October 1, 2017


AGENDA
FY 2018 MILLAGE RATE
FY 2018 FIRE ASSESSMENT
GENERAL FUND
BUDGET
CAPITAL PROJECTS, PROGRAMS AND EQUIPMENT
1st BUDGET HEARING
FISCAL YEAR 2018
September 5, 2017
BACKGROUND
QUESTIONS & DISCUSSION

Background...update



- In FY 2015 Stantec (Burton & Associates) worked collaboratively with City staff to develop a Fiscal Sustainbility Model for Cocoa's General Fund
- The City utilized the modeling process to identify options for the fund's sustainability over a 10-year projection period
- The City contracted with Stantec to update the model with current data to aid in the FY 2018 Budget Process
  - Validate prior years assumptions
  - Evaluate current and future fiscal conditions
  - Evaluate FY18 Millage and Fire Assessment Rates, and Public Service Tax (inside City...water only) levy adoption


AGENDA
FY 2018 MILLAGE RATE
FY 2018 FIRE ASSESSMENT
GENERAL FUND
BUDGET
CAPITAL PROJECTS, PROGRAMS AND EQUIPMENT
1st BUDGET HEARING
FISCAL YEAR 2018
September 5, 2017
BACKGROUND
QUESTIONS & DISCUSSION

General Fund Baseline Scenario Screenshot

(May 19, 2015 Budget Workshop)

BURTON & ASSOCIATES

No Changes in Millage Assumed

Modest Property Value Growth Assumptions

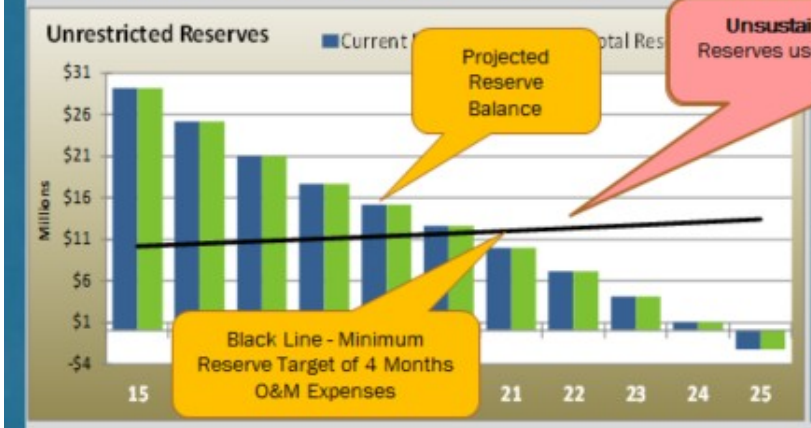
GENERAL FUND FINANCIAL ANALYSIS AND MANAGEMENT SYSTEM (FAMS - GF) SUMMARY

SAVE CALC

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Millage Rate	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790
Millage Rate Adjustment											
Existing Property Value Adjustment	N/A	0.00%	0.50%	1.00%	1.25%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
New Construction	N/A	0.81%	0.91%	1.01%	1.10%	1.08%	1.26%	1.23%	1.20%	1.16%	1.13%
Total Property Value Adjust.	N/A	0.81%	1.41%	2.01%	2.35%	2.58%	2.76%	2.73%	2.70%	2.66%	2.63%
Millage Rate - Last Plan	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790
Property Value Adj. - Last Plan	N/A	0.81%	1.41%	2.01%	2.35%	2.58%	2.76%	2.73%	2.70%	2.66%	2.63%
Cash Flow Surplus/(Deficit) $M	$0.7	($4.0)	($4.2)	($3.3)	($2.5)	($2.6)	($2.7)	($2.8)	($3.0)	($3.1)	($3.2)
End of Year Fund Balance $M	$29.1	$25.2	$21.0	$17.7	$15.2	$12.6	$9.9	$7.1	$4.1	$1.0	($2.3)
Reserve Target Surplus/(Deficit) $M	$19.0	$14.7	$10.2	$6.6	$3.8	$0.9	($2.1)	($5.3)	($8.6)	($12.1)	($15.7)

Port Project?

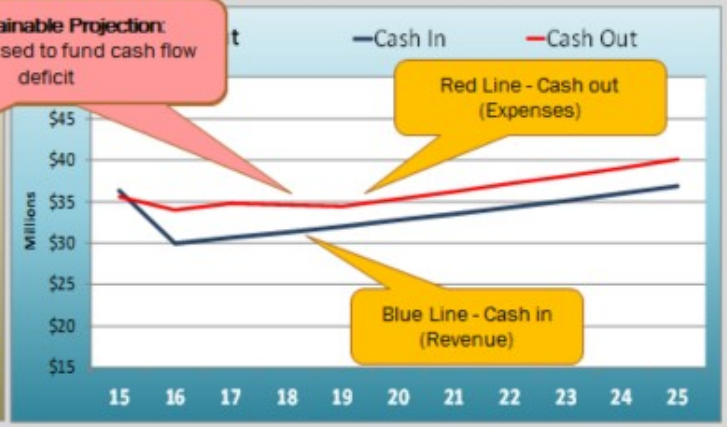
PST Year?



Projected Reserve Balance

Unsustainable Projection: Reserves used to fund cash flow deficit

Black Line - Minimum Reserve Target of 4 Months O&M Expenses



Red Line - Cash out (Expenses)

Blue Line - Cash in (Revenue)

Basis for FY 2018 GF Budget Analysis

- FY 2017 Amended Budget and Year-End Projections
- FY 2018 Proposed GF Budget
  - Basis of projected expenses for future fiscal years through FY 2026
- Capital Improvements Program - 5 years
- Operating Fund Balance (Reserves) - 4 months of O&M Expenditures
- Validation/Changes from Prior Year's Analysis
  - Property Values continue to rise, projection adjusted
  - Walmart DC Project & future site development timing & impacts adjusted
  - Fire Assessment - Evaluation
    - Prior Year Recommendation: 3% annual adjustments
    - Debt Service for Fire Stations - Actual $465K (vs. $425K projected)

FY 2018 Budget Development Philosophy

City remain on fiscally sustainable path!



- **FOCUS:**
  - FY17 and FY18 – Community Improvements & Infrastructure
  - FY15 and FY16 Focus – Public Safety
- Maintain/enhance current Levels of Service provided to citizens and businesses
- Maintain/Control Expenditure Levels
- Enhance and Diversify Revenue Base
- Maintain employee benefits at reasonable levels
- Fulfill City's commitment of Collective Bargaining Contracts with IAFF, LIUNA & PBA (3% salary increase)

FY2018 GF Fiscal Sustainability Model

Schedule 1 - General Fund Control Panel — City of Cocoa - FY 2017 General Fund Sustainability Analysis

SAVE CALC

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Millage Rate	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790
Total Property Value Adjustment	5.5%	3.0%	4.0%	11.9%	4.0%	3.0%	3.0%	4.3%	4.3%	5.5%	3.0%
Cash Flow Surplus/(Deficit) $M	($7.1)	($5.1)	($9.2)	($1.2)	$0.2	$2.1	$2.1	$1.7	$2.3	$2.4	$2.4
Reserve Target Surplus/(Deficit) $M	$15.2	$11.1	$1.6	$0.0	($0.0)	$1.8	$3.5	$4.9	$6.8	$8.9	$10.9
End of Year Fund Balance $M	$25.7	$20.6	$11.4	$10.1	$10.4	$12.5	$14.6	$16.2	$18.5	$20.9	$23.3
Reserve Balance % of Expenses	80%	72%	38%	33.1%	32.9%	38%	44%	47%	52%	57%	62%
Min. Reserve Target % of Exp	33%	33%	33%	33%	33%	33%	33%	33%	33%	33%	33%
What if - Revenues $M	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
What if - Expenses $M	$2.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FTE Additions	0	0	0	1	0	0	0	0	0	0	0
Total Capital Outlay $M	$3.29	$7.35	$11.79	$4.56	$3.08	$1.22	$1.20	$1.20	$1.20	$1.20	$1.20
Additional CIP Capital Outlay $M	$0.00	$4.60	$10.00	$3.50	$2.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Non-CIP Capital Outlay $M	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Additional O&M $M	$0.00	$0.00	$0.20	$0.30	$0.31	$0.32	$0.32	$0.33	$0.34	$0.35	$0.36
Fire Assessment Revenue $M	$2.00	$2.09	$2.16	$2.22	$2.29	$2.36	$2.43	$2.50	$2.58	$2.65	$2.73
Residential Assessment (per DU)	$193.57	$203.25	$209.35	$215.63	$222.10	$228.76	$235.62	$242.69	$249.97	$257.47	$265.19

PST?	FY 2018
Per FTE:	$80,000
Total Addl CIP	$20.1
CIP %	80%
Escalator	3.0%
FY18 Esc	5.0%





GFOA Award - Excellence in Financial Reporting

First time since 2000 receiving award!



Certificate of Achievement
FOR EXCELLENCE IN
Financial Reporting

General Fund FY2018 Recommendations

- **Maintain millage rate** at 5.9790 mills
- **Adopt water utility Public Service Tax** at 10% (*in lieu of millage increase*)
  - Planned during FY2015 Budget Workshops
  - Achieves revenue diversification
  - Reduces reliance on volatility of property values
  - Prevents shift of tax burden to higher valued properties
  - Promotes equity and fairness among consumers of municipal services
  - Provides greater assurity to rating agencies (stability)
- **Adopt Fire Assessment Rates** with a 5% adjustment
  - Return to projected 3% annual adjustment in FY2019


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FY 2018 MILLAGE RATE
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CAPITAL PROJECTS, PROGRAMS AND EQUIPMENT
1st BUDGET HEARING
FISCAL YEAR 2018
September 5, 2017
BACKGROUND
QUESTIONS & DISCUSSION

Public Hearing



Public Comment on City Council Approval of the Non-Ad Valorem Assessment Roll and the Fire Protection Final Assessment Resolution for FY2018

- **Requested Action:** Adopt the Final Assessment Resolution No. 2017-78 and the Non-Ad Valorem Assessment Roll for the Fire Protection Assessment for FY2018


AGENDA
FY 2018 MILLAGE RATE
FY 2018 FIRE ASSESSMENT
GENERAL FUND
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CAPITAL PROJECTS, PROGRAMS AND EQUIPMENT
1st BUDGET HEARING
FISCAL YEAR 2018
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BACKGROUND
QUESTIONS & DISCUSSION

TRIM (Truth in Millage) Process

Step 1

- Adopt the FY 2018 City of Cocoa Tentative Millage Rate

  Note: The tentative millage rate cannot exceed the millage rate of 5.9790 approved by City Council on July 11, 2017

Step 2

- Adopt the FY 2018 City of Cocoa Tentative Budget

Ad Valorem Tax Base History

Fiscal Year		Valuation		% of Change
FY2008		$1,178,240,071		3.8%
FY2009		$1,168,009,451		(0.9%)
FY2010		$1,025,224,075		(12.2%)
FY2011		$906,460,404		(11.6%)
FY2012		$797,859,898		(12.0%)
FY2013		$771,155,034		(3.3%)
FY2014		$773,867,625		0.4%
FY2015		$780,867,676		0.9%
FY2016		$817,760,975		4.7%
FY2017		$858,558,414		5.0%
FY2018		**$888,479,522**		**3.5%**

FY2008 - FY2017 is based on the Final Taxable Value.

Historical Review of Millage & Ad Valorem Revenue History

Fiscal Year	Valuation	Millage	Ad Valorem Revenue	Revenue Variance from Previous Year	% of Change
FY2009	$1,168,009,451	4.4891	$4,542,124	($257,532)	(5.4%)
FY2010	$1,025,224,075	4.4891	$4,066,536	($475,588)	(10.5%)
FY2011	$906,460,404	4.9660	$4,040,240	($26,296)	(0.6%)
FY2012	$797,859,898	5.5813	$4,022,601	($17,639)	(0.4%)
FY2013	$771,155,034	5.9811	$4,173,108	$150,507	3.7%
FY2014	$773,867,625	5.9811	$4,235,127	$62,019	1.5%
FY2015	$780,867,676	5.9790	$4,275,054	$39,927	0.9%
FY2016	$817,760,975	5.9790	$4,454,795	$179,741	4.2%
FY2017	$858,558,414	5.9790	*$4,768,944	$314,149	7.1%

*FY2017 represents TYTD collections and Final Valuation.

FY2018 TRIM Rate Options

	Valuation	Rate	Gross Tax Revenue	Tax Revenue @ 95%	FY2017 – FY2018 Revenue Variance
FY2017 *Adopted Rate	**$857,337,863**	**5.9790**	**$5,126,023**	**$4,869,722**	
FY 2018 Millage Options					
Current Rate-Proposed	$888,479,522	5.9790	$5,312,219	$5,046,608	$176,886
Rolled-back Rate	$888,479,522	5.9219	$5,261,487	$4,998,413	$128,691
Majority Rate	$888,479,522	9.6261	$8,552,593	$8,124,963	$3,255,241

Proposed Rate

City Council may adopt any rate up to 10 mills with a two-thirds vote.

*The adopted rate using the valuation available at the time of adoption.

What does this mean to the single family property owner?

	Valuation	FY 2017 5.9790	*Valuation With 2.11% Increase	FY 2018 5.9790	Increase	FY 2018 Max. 10.0000	% Of Homes
Single Family Residence	$100,000		$102,110				<$100K
Less: Homestead	($50,000)		($50,000)				82.3%
= Taxable Value	$50,000	$299	$52,110	$312	$13	$521	
Single Family Residence	$150,000		$152,110				$100K - <$150K
Less: Homestead	($50,000)		($50,000)				9.9%
= Taxable Value	$100,000	$598	$102,110	$611	$13	$1,021	
Single Family Residence	$200,000		$202,110				$150K- <$200K
Less: Homestead	($50,000)		($50,000)				4.3%
= Taxable Value	$150,000	$897	$152,110	$909	$12	$1,521	
Single Family Residence	$300,000		$306,330				> $200K
Less: Homestead	($50,000)		($50,000)				3.5%
= Taxable Value	$250,000	$1,495	$256,330	$1,533	$38	$2,563	

The Save Our Homes, as provided in Section 193.155(1), F.S. limits the annual increase in homestead exempt properties assessments to either 3% or the CPI change, whichever is less. ***For 2017 the CPI cap is 2.11%, even though the City overall has a 3.49% increase in value.***

FY2018 Comparative City Rates

Ranking	City	Current	Rolled-back	Proposed
1	Palm Bay	8.4500	7.8063	8.4500
2	Satellite Beach	8.1518	7.6591	8.1518
3	Titusville	7.6575	7.1506	7.6575
4	Melbourne	7.6886	7.1878	7.1878
5	Indialantic	6.2653	5.8056	6.2653
6	Rockledge	6.2500	5.9729	6.2000
7	**Cocoa**	**5.9790**	**5.9219**	**5.9790**
8	Cocoa Beach	5.4798	5.0793	5.7298
9	Cape Canaveral	3.4600	3.3309	3.9555
10	West Melbourne	2.4633	2.2970	2.4633

Note: Ranking is established using the Proposed Rate.

FY2018 Staff Proposed Rate & 1st Public Hearing

	Valuation	Rate	Gross Tax Revenue	Tax Revenue @ 95%
*Current FY 2017 Millage Rate	$858,558,414	5.9790	$5,133,321	$4,876,655
Staff Proposed FY2018 Millage Rate	$888,479,522	5.9790	$5,312,219	$5,046,608
FY2018 Revenue Difference			$178,898	$169,953



1st Public Hearing on September 5, 2017 at 5:30pm at Cocoa City Hall

*Final Valuation

Public Announcement

- The City of Cocoa is the taxing authority
- The rolled-back rate is 5.9219
- The rolled-back rate is a 0% increase
- The millage rate to be levied is 5.9790
- The millage rate of 5.9790 is a tax increase of 0.96% as a percent change of the rolled-back rate


City Council Questions and Discussion

Public Hearing



Public Comment on Tentatively Adopting Proposed Millage Rate

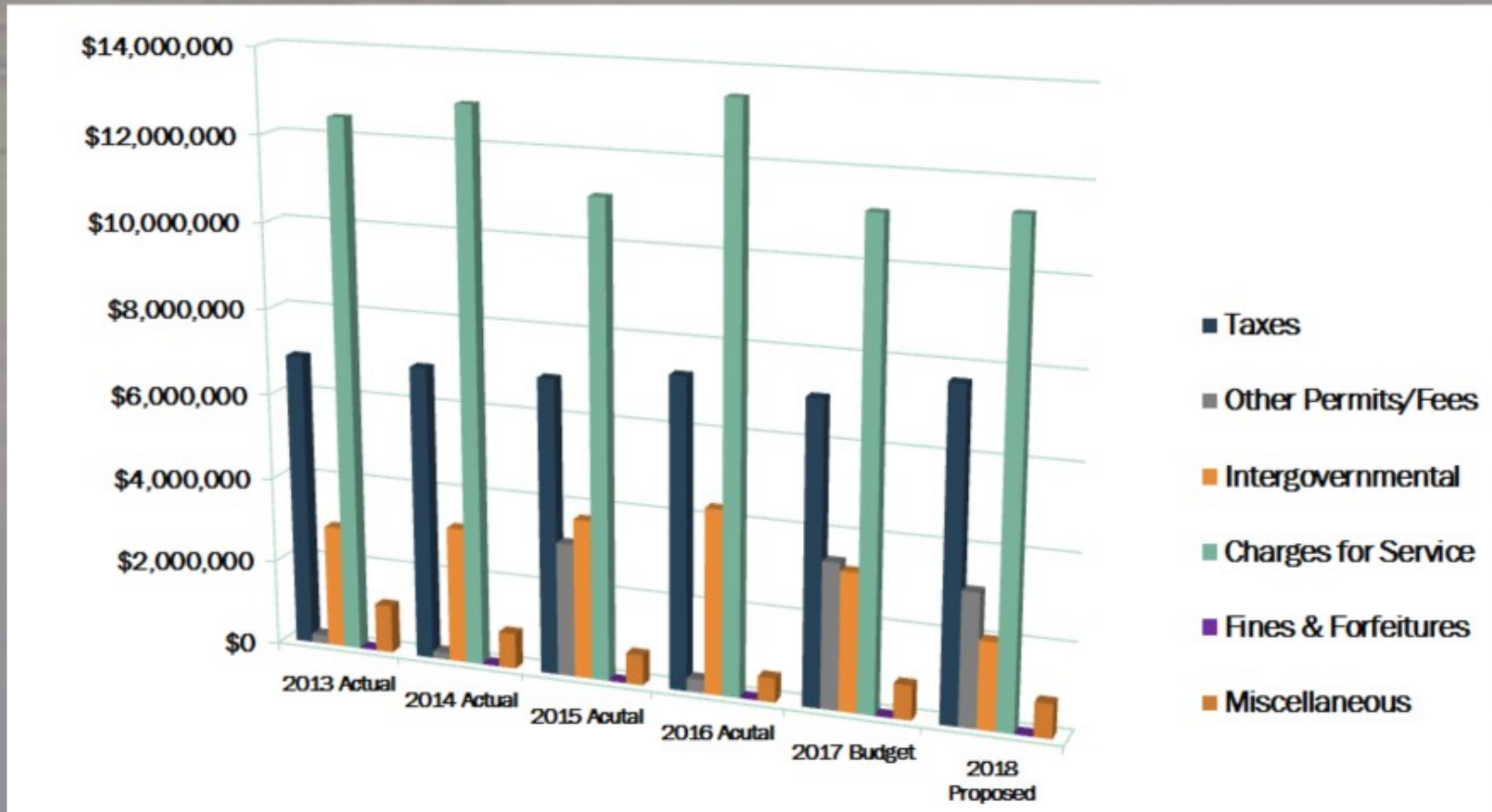
- **Requested Action:** Approve Resolution No. 2017-79 tentatively adopting a proposed millage rate of 5.9790 for the City of Cocoa for the Fiscal Year commencing on October 1, 2017 and ending on September 30, 2018.


AGENDA
FY 2018 MILLAGE RATE
FY 2018 FIRE ASSESSMENT
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1st BUDGET HEARING
FISCAL YEAR 2018
September 5, 2017
BACKGROUND
QUESTIONS & DISCUSSION

Revenue Trends - All Funds



General Fund Revenue Trends



FY 2018 General Fund Revenue

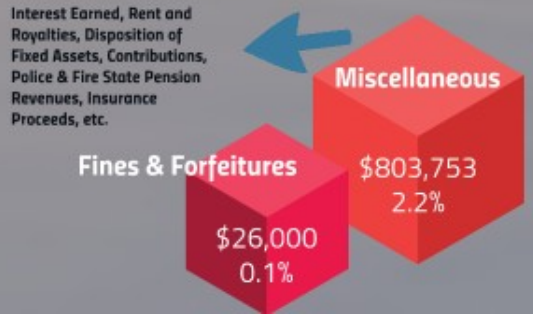
by Funding Source

FY 2018 General Fund Revenue



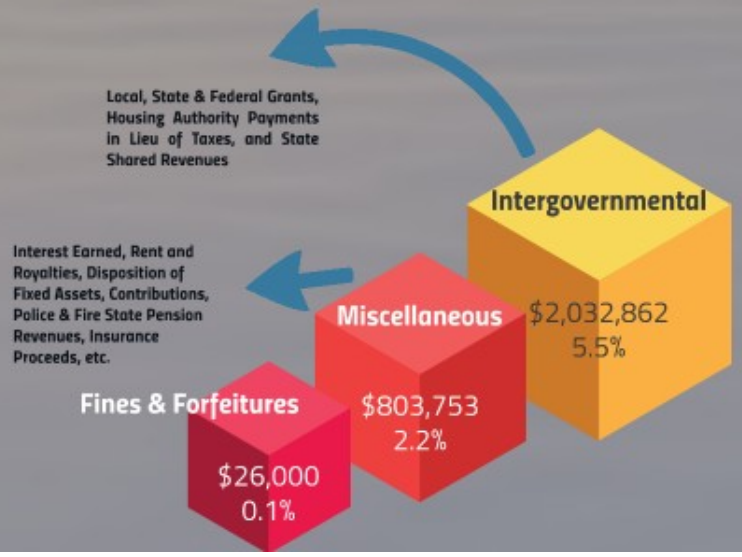
by Funding Source

FY 2018 General Fund Revenue



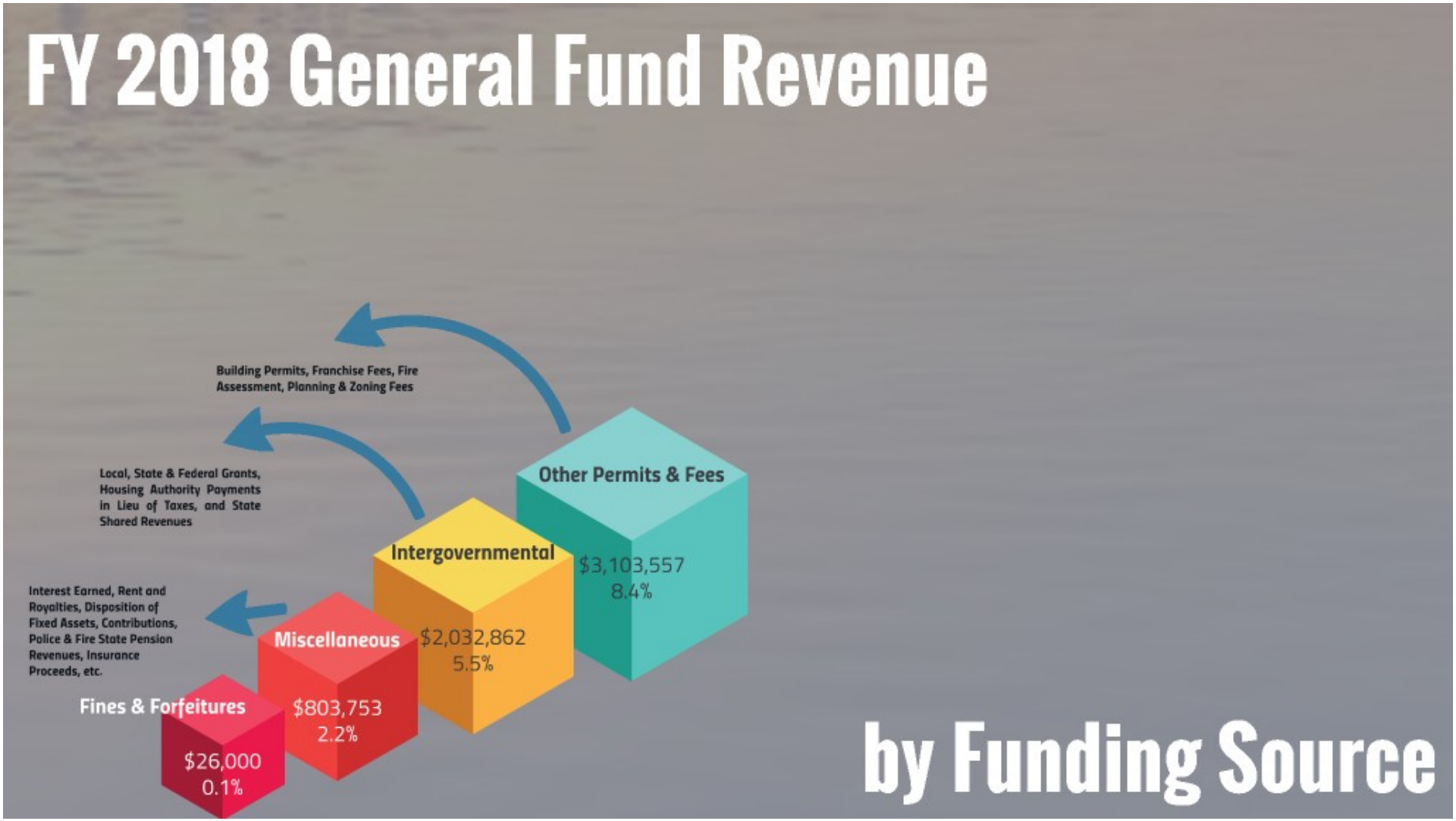
by Funding Source

FY 2018 General Fund Revenue



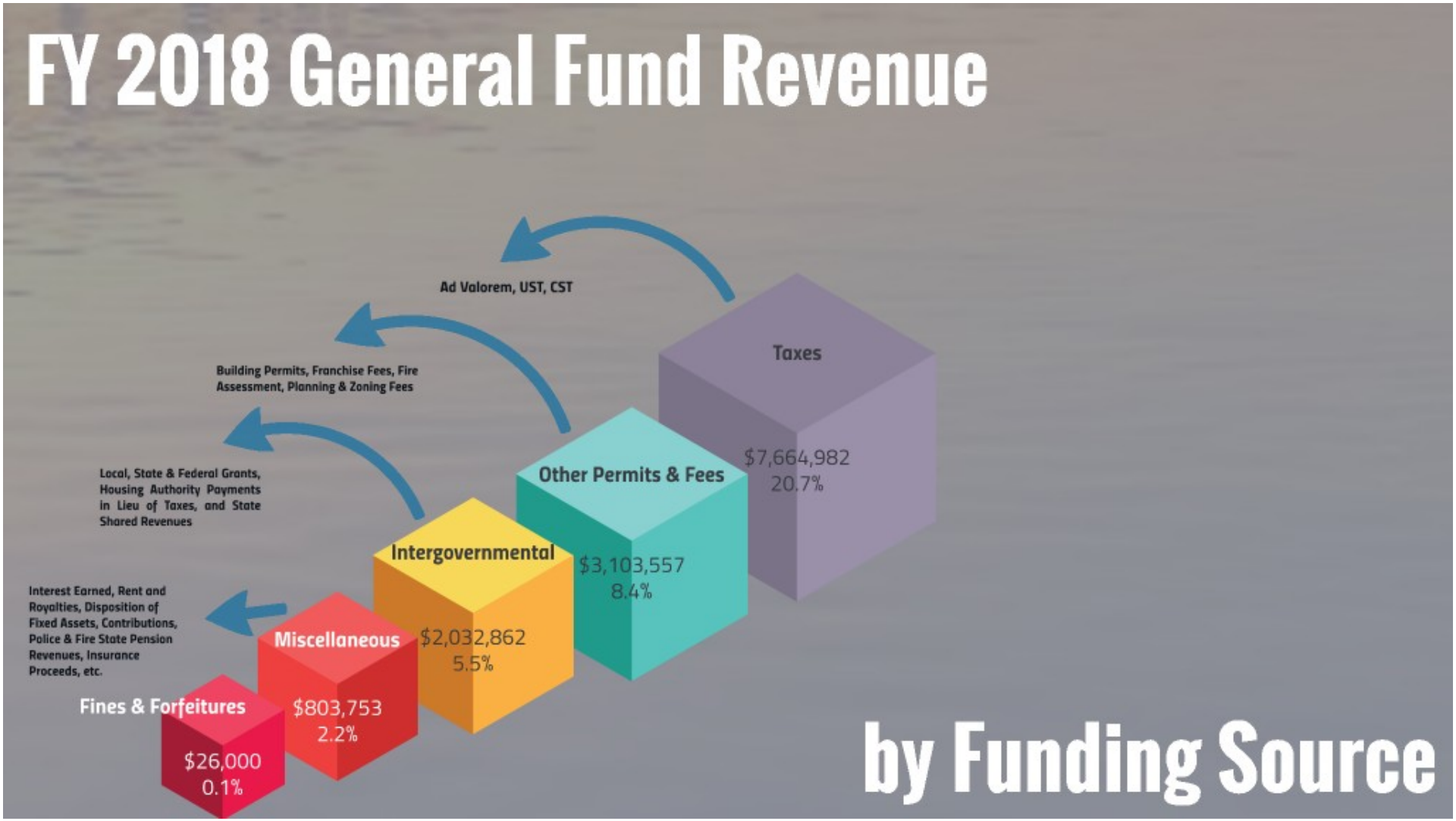
by Funding Source

FY 2018 General Fund Revenue

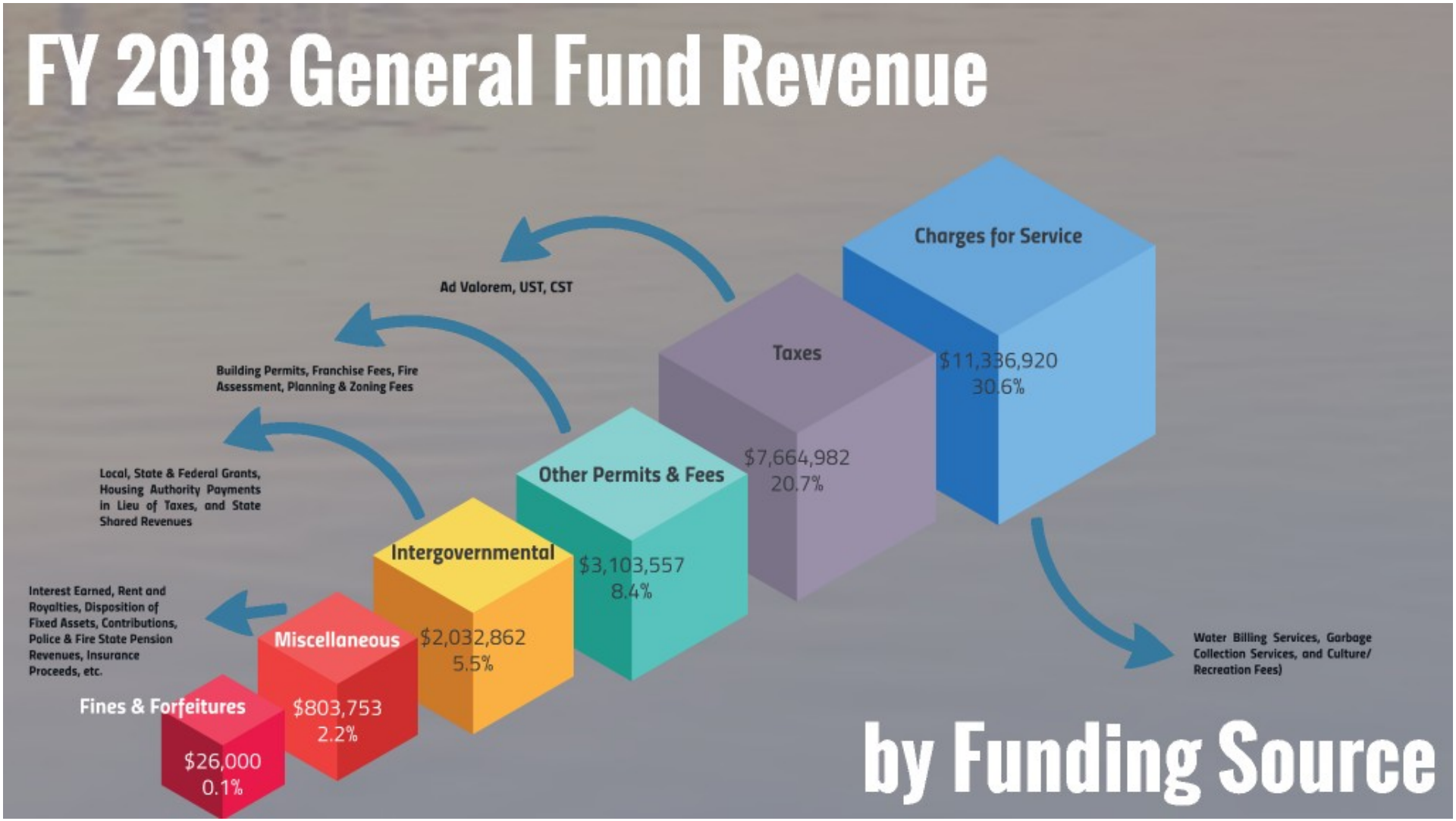


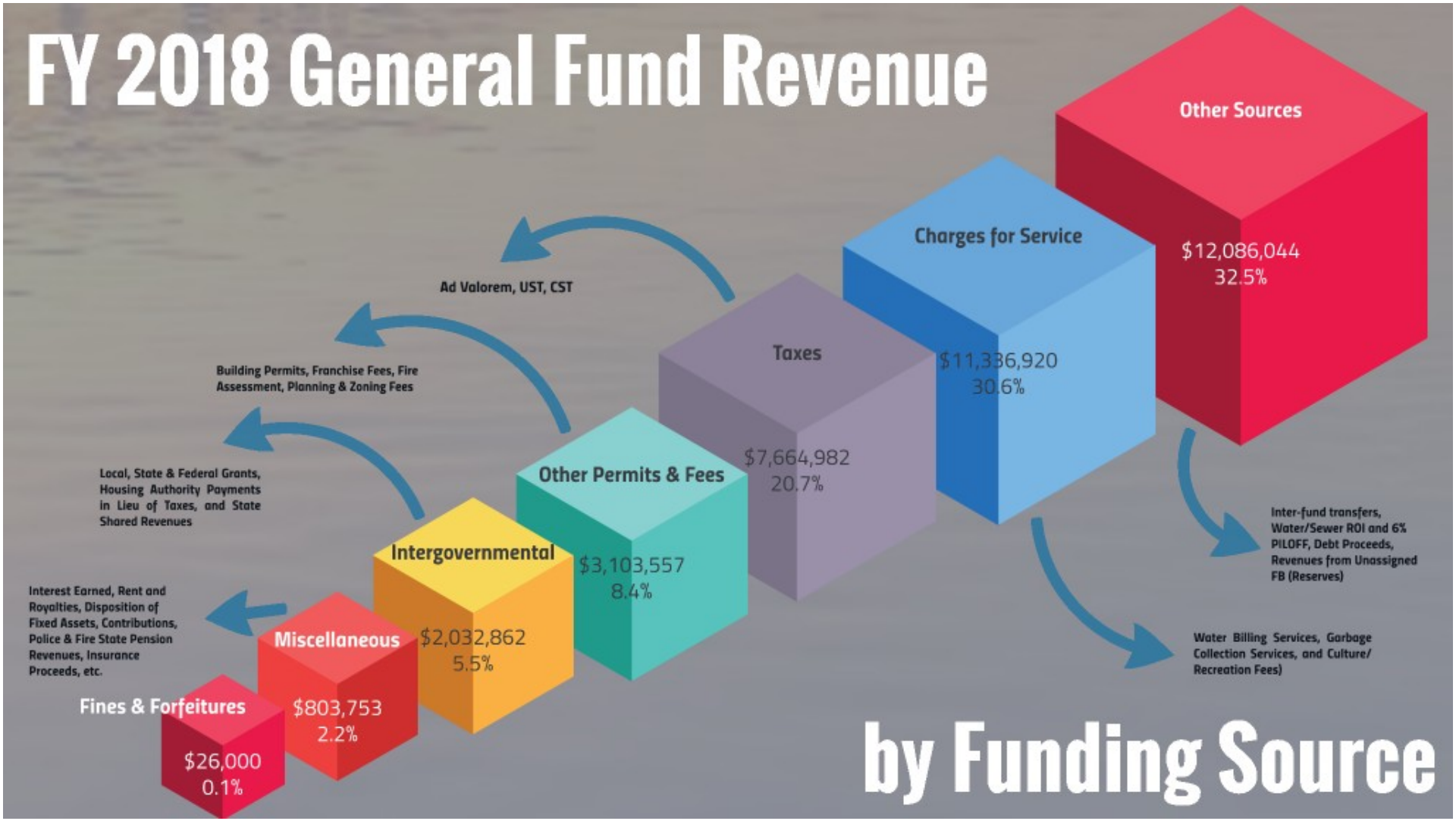
by Funding Source

FY 2018 General Fund Revenue



by Funding Source


FY 2018 General Fund Revenue
Charges for Service
$11,336,920
30.6%
Ad Valorem, UST, CST
Taxes
$7,664,982
20.7%
Building Permits, Franchise Fees, Fire Assessment, Planning & Zoning Fees
Other Permits & Fees
$3,103,557
8.4%
Local, State & Federal Grants, Housing Authority Payments in Lieu of Taxes, and State Shared Revenues
Intergovernmental
$2,032,862
5.5%
Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Police & Fire State Pension Revenues, Insurance Proceeds, etc.
Miscellaneous
$803,753
2.2%
Fines & Forfeitures
$26,000
0.1%
Water Billing Services, Garbage Collection Services, and Culture/ Recreation Fees)
by Funding Source


FY 2018 General Fund Revenue
Other Sources
$12,086,044
32.5%
Charges for Service
$11,336,920
30.6%
Taxes
$7,664,982
20.7%
Other Permits & Fees
$3,103,557
8.4%
Intergovernmental
$2,032,862
5.5%
Miscellaneous
$803,753
2.2%
Fines & Forfeitures
$26,000
0.1%
Ad Valorem, UST, CST
Building Permits, Franchise Fees, Fire Assessment, Planning & Zoning Fees
Local, State & Federal Grants, Housing Authority Payments in Lieu of Taxes, and State Shared Revenues
Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Police & Fire State Pension Revenues, Insurance Proceeds, etc.
Inter-fund transfers, Water/Sewer ROI and 6% PILOFF, Debt Proceeds, Revenues from Unassigned FB (Reserves)
Water Billing Services, Garbage Collection Services, and Culture/ Recreation Fees)
by Funding Source

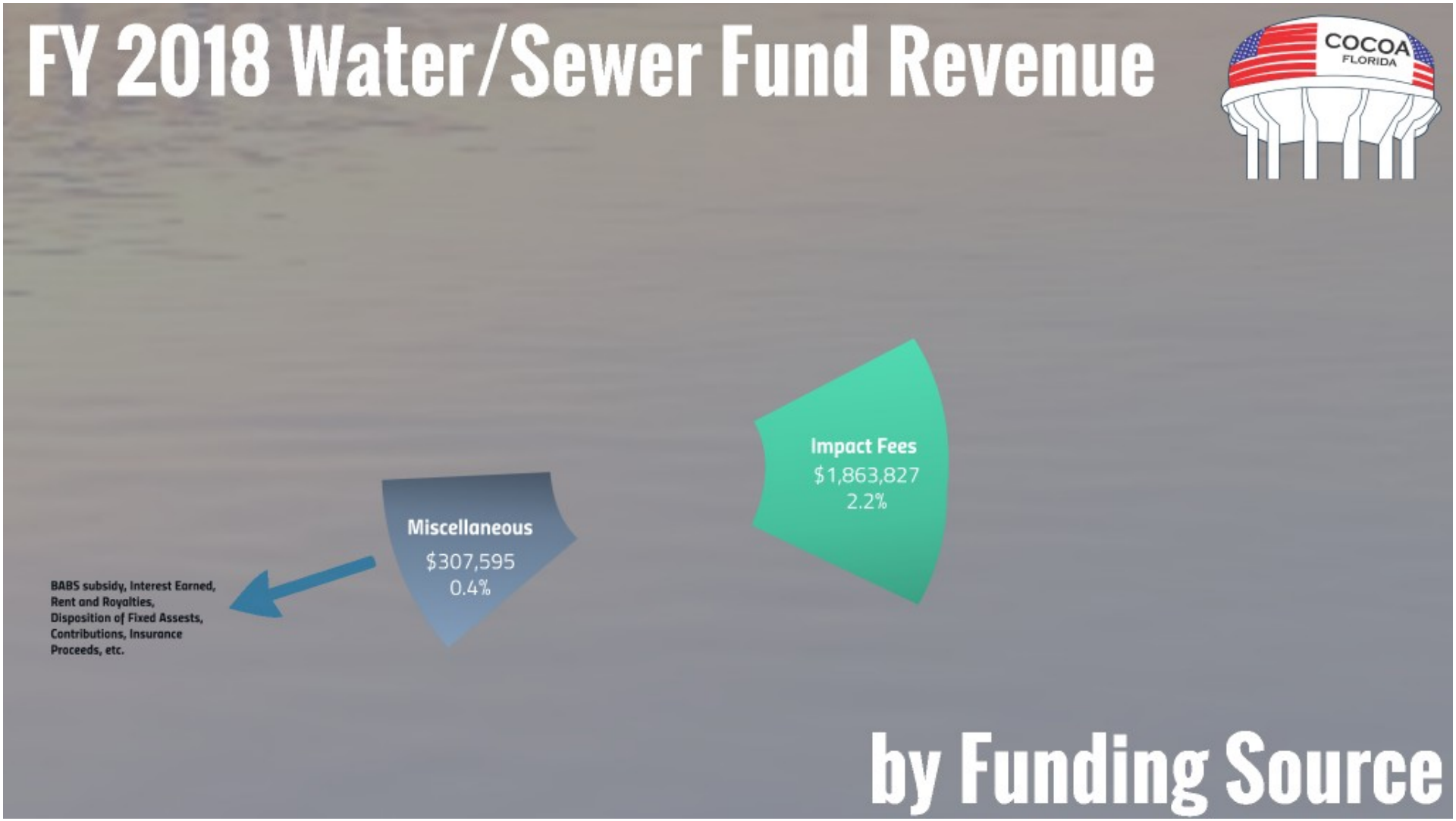
FY 2018 Water/Sewer Fund Revenue

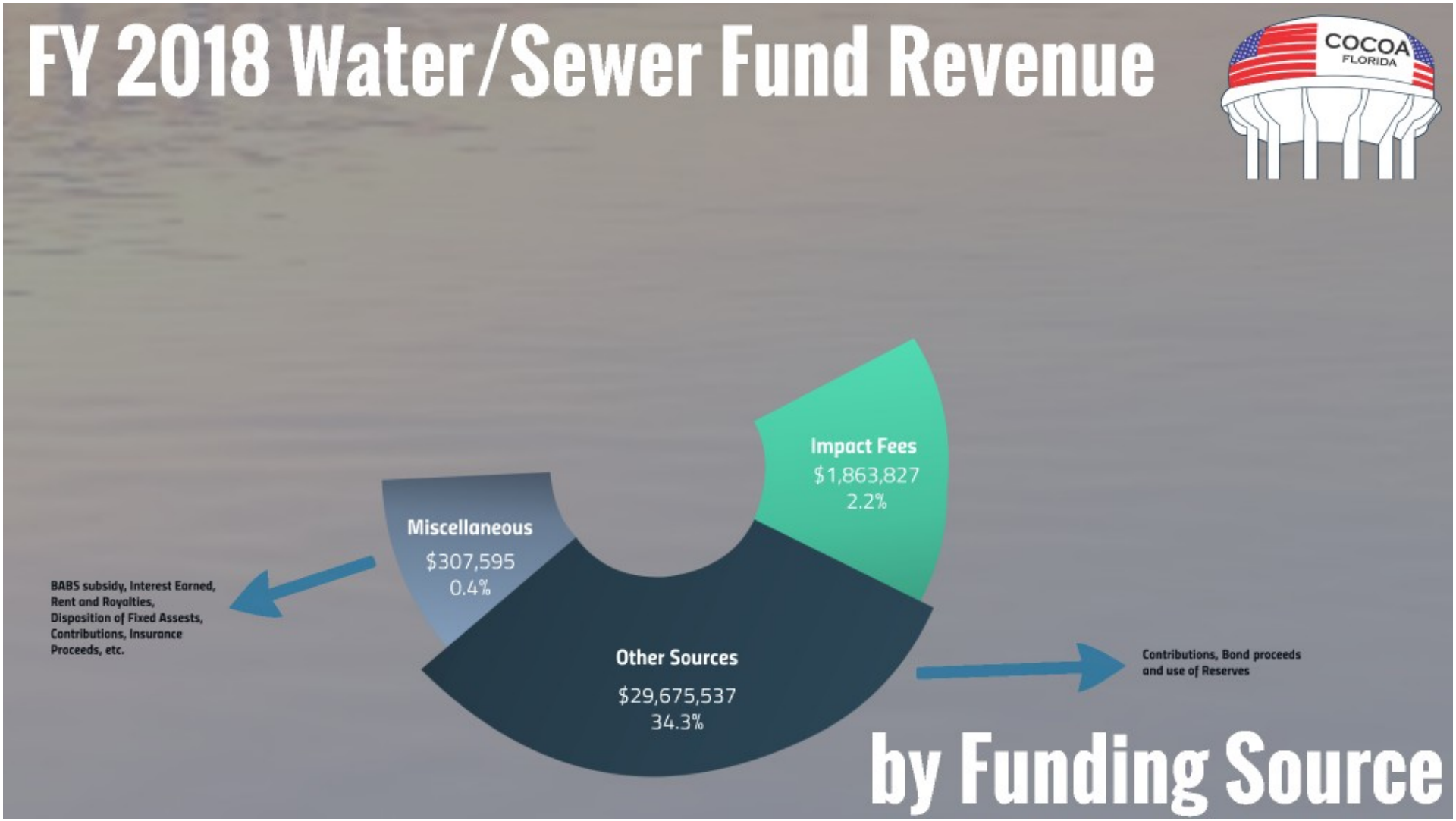
by Funding Source

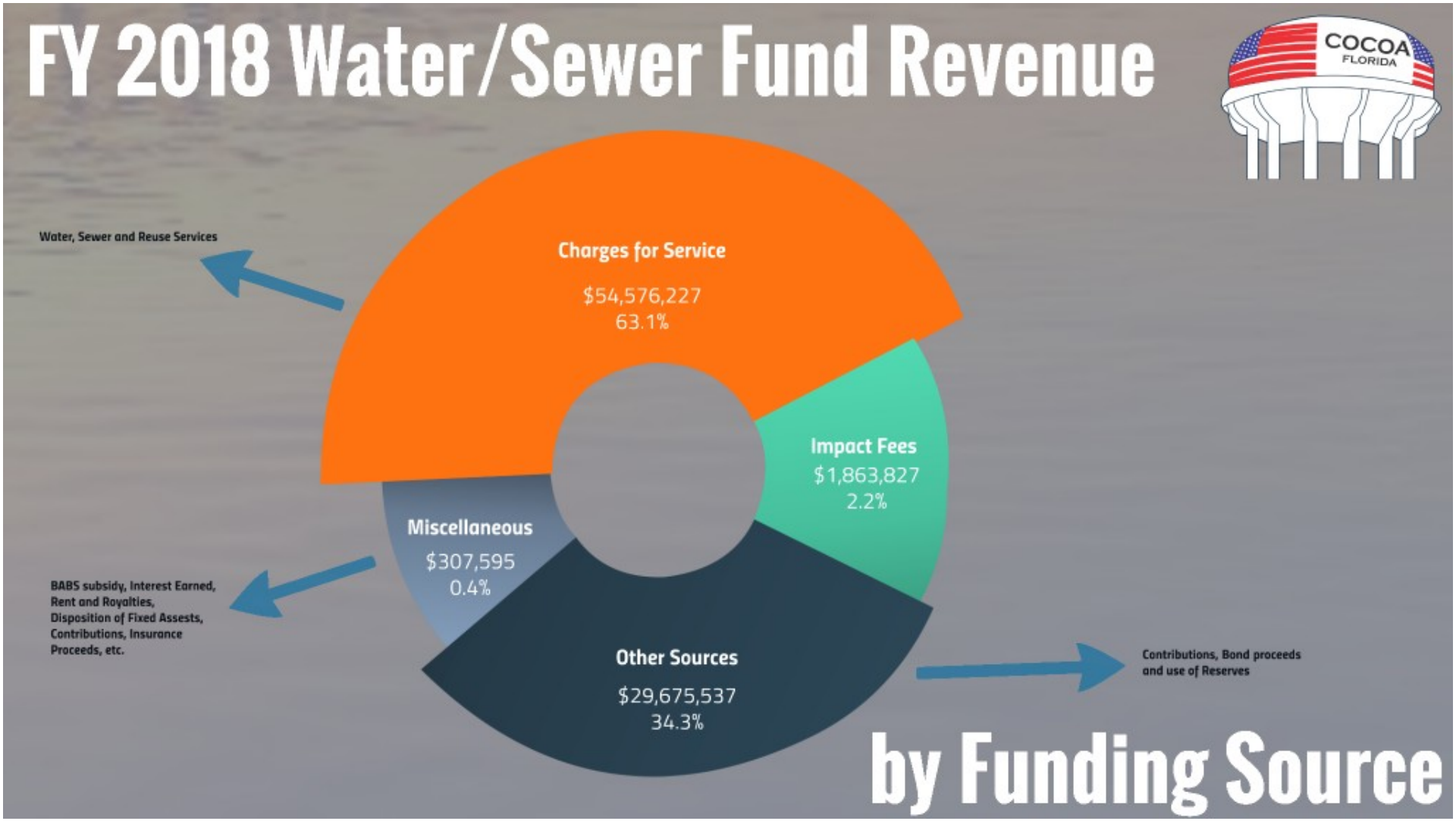
FY 2018 Water/Sewer Fund Revenue



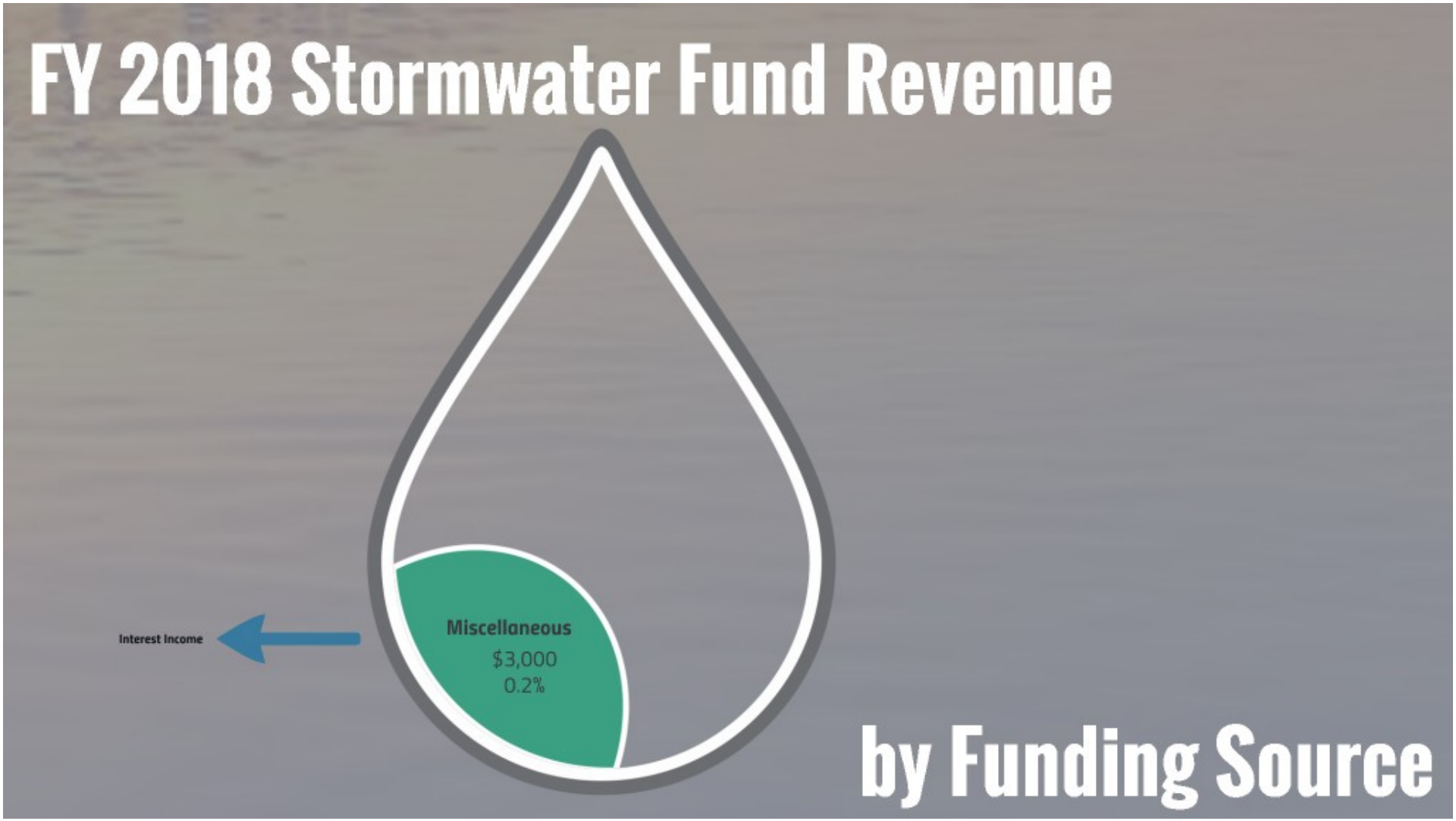
by Funding Source

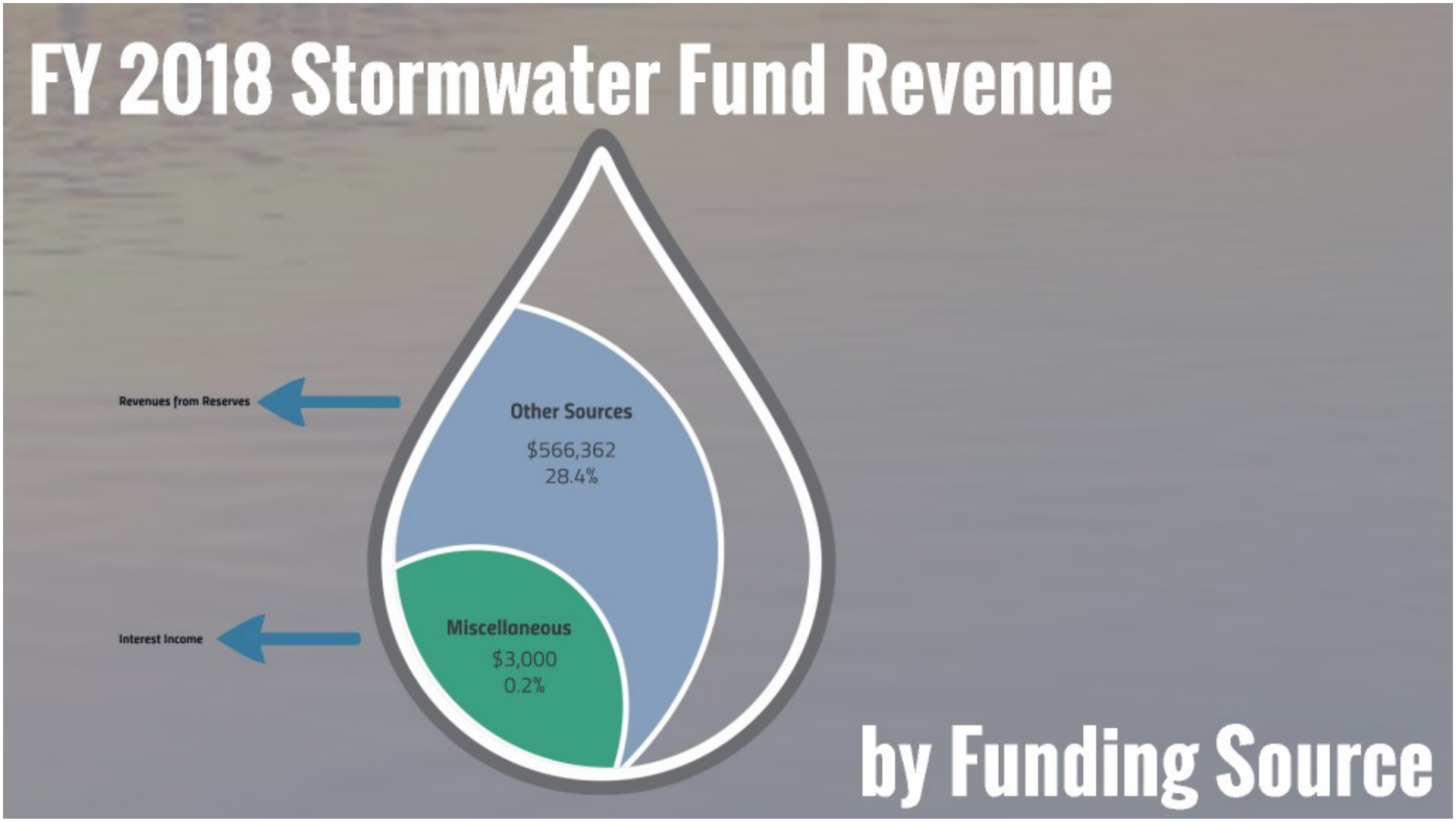

FY 2018 Water/Sewer Fund Revenue
COCOA
FLORIDA
Impact Fees
$1,863,827
2.2%
Miscellaneous
$307,595
0.4%
BABS subsidy, Interest Earned, Rent and Royalties, Disposition of Fixed Assests, Contributions, Insurance Proceeds, etc.
by Funding Source

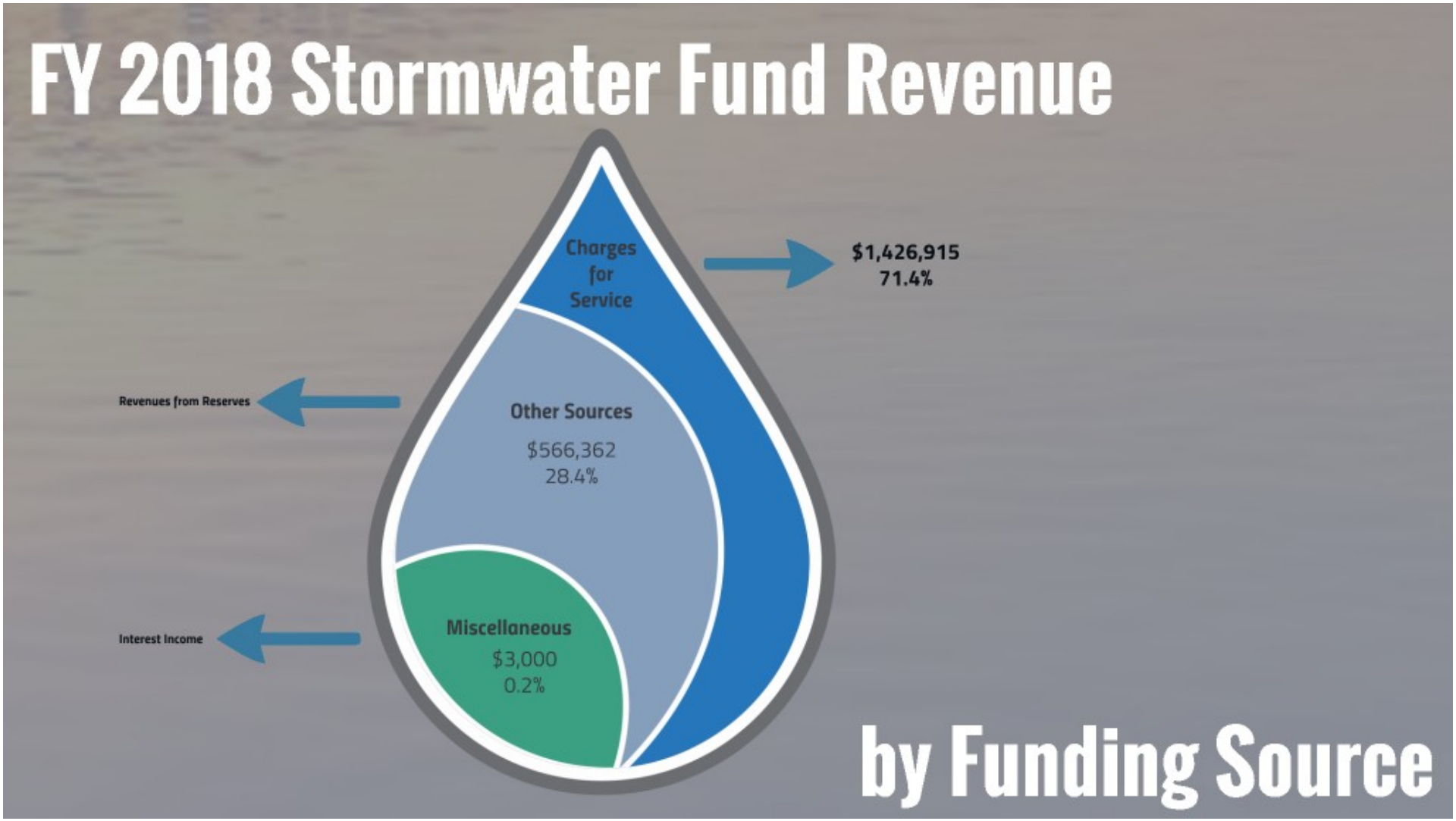

FY 2018 Water/Sewer Fund Revenue
COCOA
FLORIDA
Impact Fees
$1,863,827
2.2%
Miscellaneous
$307,595
0.4%
BABS subsidy, Interest Earned, Rent and Royalties, Disposition of Fixed Assests, Contributions, Insurance Proceeds, etc.
Other Sources
$29,675,537
34.3%
Contributions, Bond proceeds and use of Reserves
by Funding Source


FY 2018 Water/Sewer Fund Revenue
COCOA
FLORIDA
Water, Sewer and Reuse Services
Charges for Service
$54,576,227
63.1%
Impact Fees
$1,863,827
2.2%
Miscellaneous
$307,595
0.4%
BABS subsidy, Interest Earned, Rent and Royalties, Disposition of Fixed Assests, Contributions, Insurance Proceeds, etc.
Other Sources
$29,675,537
34.3%
Contributions, Bond proceeds and use of Reserves
by Funding Source


FY 2018 Stormwater Fund Revenue
by Funding Source


FY 2018 Stormwater Fund Revenue
Interest Income
Miscellaneous
$3,000
0.2%
by Funding Source


FY 2018 Stormwater Fund Revenue
Revenues from Reserves
Other Sources
$566,362
28.4%
Interest Income
Miscellaneous
$3,000
0.2%
by Funding Source


FY 2018 Stormwater Fund Revenue
Charges for Service
$1,426,915
71.4%
Revenues from Reserves
Other Sources
$566,362
28.4%
Interest Income
Miscellaneous
$3,000
0.2%
by Funding Source


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FY18 Proposed Budget vs. FY17 Amended Budget by Fund



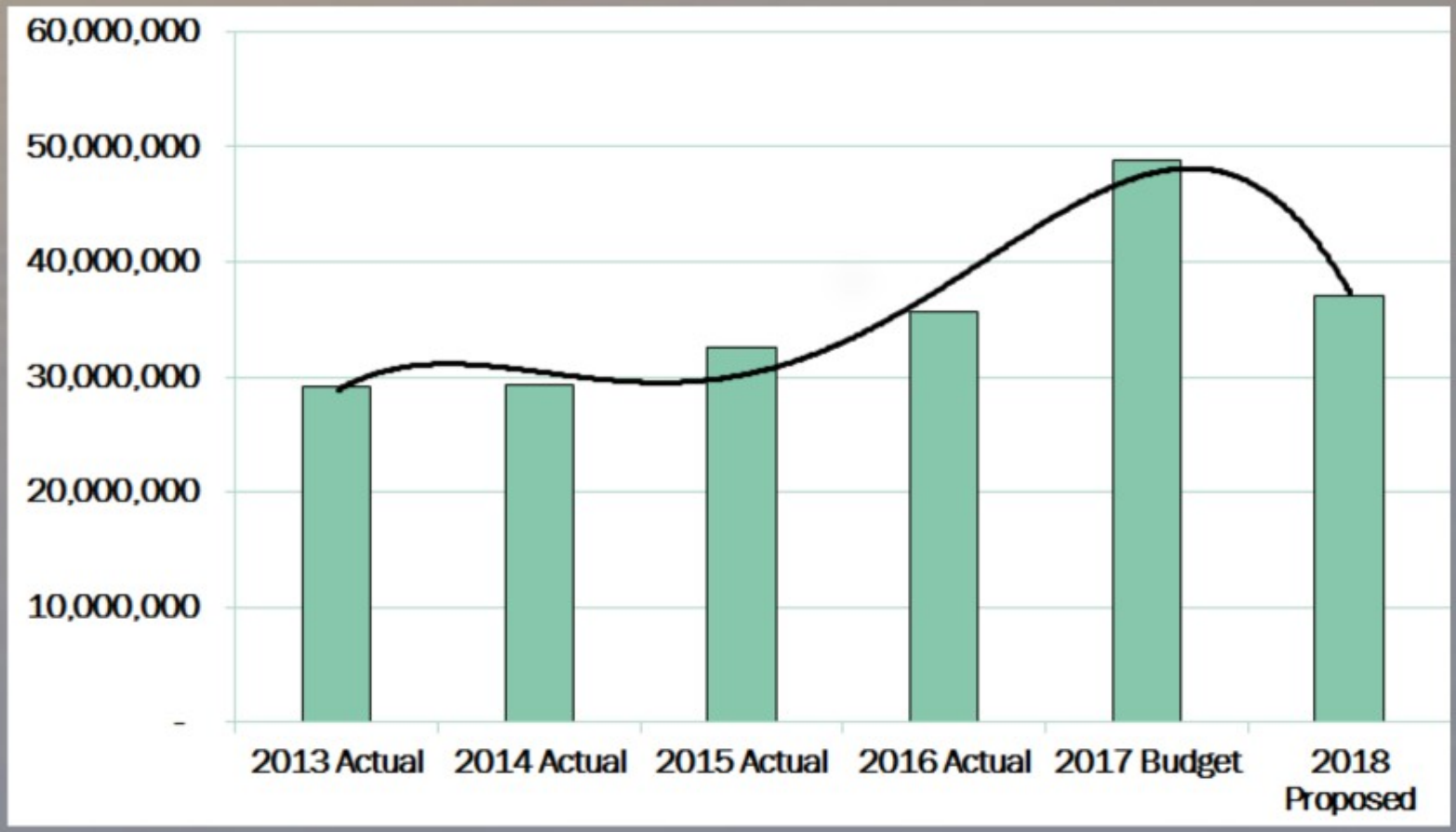
FUND	FY 2018 PROPOSED	FY 2017 AMENDED	% VARIANCE	% of FY 2018 Budget
General Fund	$37,054,118	$48,799,656	(24.1%)	24.3%
G.F. Debt Service Fund	$1,752,619	$1,759,708	(0.4%)	1.2%
G.F. Capital Projects Fund	$5,740,938	$8,701,932	(34.0%)	3.8%
Special Revenue Funds	$2,880,862	$3,015,574	(4.5%)	1.9%
Water/Sewer Fund	$86,423,186	$83,124,425	4.0%	57.0%
Water/Sewer Debt Service Fund	$8,664,686	$8,999,761	(3.7%)	5.7%
Self Insurance	$7,229,229	$6,006,545	20.4%	4.8%
StormWater Fund	$1,996,277	$3,088,652	(35.4%)	1.3%
TOTAL	**$151,741,915**	**$163,496,253**	**(7.2%)**	**100%**

*FY 2017 Amended Budget as of 8/22/2017

FY18 Proposed Budget vs. FY17 Amended Budget by Department

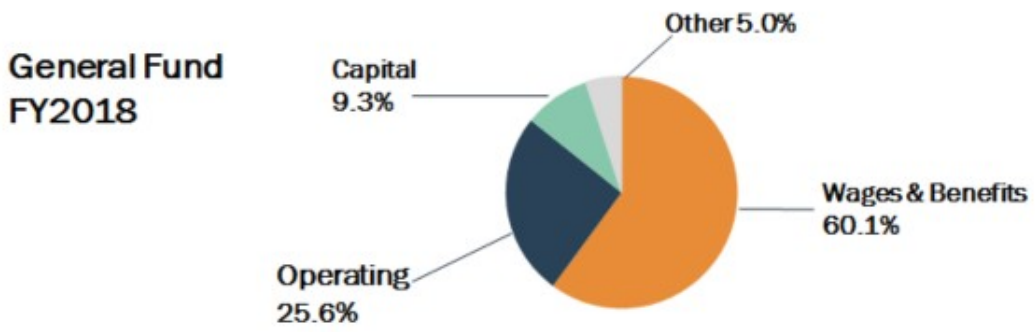
GENERAL FUND DEPT.	FY 2018 PROPOSED	FY 2017 AMENDED	% VARIANCE	% OF BUDGET
City Council	$114,569	$113,209	1.2%	0.3%
City Manager Office	$2,610,402	$2,754,698	(5.2%)	7.0%
Finance	$2,803,087	$2,740,038	2.3%	7.6%
General Operations	$3,539,343	$14,188,007	(75.1%)	9.6%
Administrative Services	$724,395	$721,342	0.4%	2.0%
Police	$9,293,352	$9,084,343	2.3%	25.1%
Fire	$5,944,415	$5,847,918	1.7%	16.0%
Community Services	$2,857,528	$3,418,597	(16.4%)	7.7%
Public Works	$9,167,027	$9,931,504	(7.7%)	24.7%
TOTAL	**$37,054,118**	**$48,799,656**	**(24.1%)**	**100%**

General Fund Expenditure Trends



FY2018 Proposed Budget vs. FY2017 Amended Budget by General Fund Category

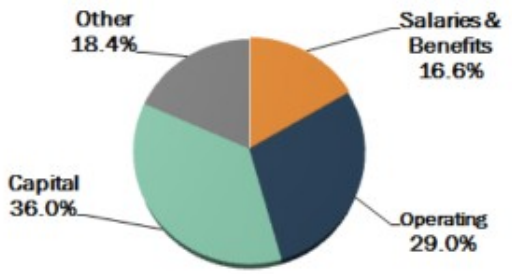
CATEGORY	FY 2018 PROPOSED	FY 2017 AMENDED	VARIANCE	% VARIANCE
Salaries & Benefits	$22,265,405	$21,184,087	$1,081,318	5.1%
Operating	$9,505,340	$10,805,792	($1,300,452)	(12.0%)
Capital	$3,431,581	$4,156,370	($724,789)	(17.4%)
Other	$1,851,792	$12,653,407	($10,801,615)	(85.4%)
TOTALS	**$37,054,118**	**$48,799,656**	**(11,745,538)**	**(24.1%)**



FY 2018 Water/Sewer Fund Proposed Budget vs. FY 2017 Amended Budget by Category

CATEGORY	FY 2018 PROPOSED	FY 2017 AMENDED	VARIANCE	% VARIANCE
Salaries & Benefits	$14,354,923	$13,919,535	$435,388	3.1%
Operating	$25,023,439	$24,529,389	$494,050	2.0%
Capital	$31,120,988	$29,199,384	$1,921,604	6.6%
Other	$15,923,836	$15,476,117	$447,719	2.9%
TOTALS	**$86,423,186**	**$83,124,425**	**$3,298,761**	**4.0%**

Water/Sewer Fund
FY2018

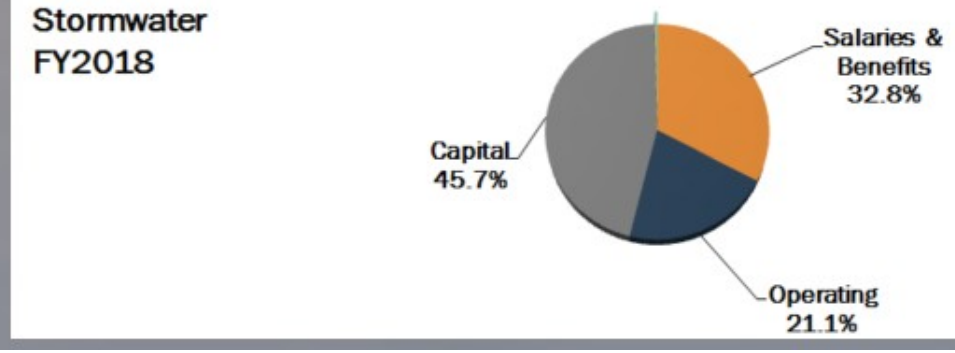


FY 2018 Water/Sewer Fund Proposed Budget vs. FY 2017 Amended Budget by Division

WATER/SEWER FUND BY DIVISION	FY 2018 PROPOSED	FY 2017 AMENDED	% VARIANCE	% W/S BUDGET
Field Services	$1,773,814	$1,939,712	(8.6%)	2.1%
Water Admin. (Lab)	$27,653,341	$26,628,755	3.8%	32.0%
Dyal Plant Operations	$14,668,703	$11,452,370	28.1%	17.0%
WFO/Water Collections	$8,627,105	$9,357,164	(7.8%)	10.0%
Engineering	$25,218,857	$23,804,109	5.9%	29.1%
Sellers Plant Operations	$5,974,517	$6,414,367	(6.9%)	6.9%
WFO/ Waste Water Collections	$2,506,849	$3,527,948	(28.4%)	2.9%
TOTAL	**$86,423,186**	**$83,124,425**	**4.0%**	**100%**

FY 2018 Proposed Budget Stormwater Fund by Category

CATEGORY	FY 2018 PROPOSED	FY 2017 AMENDED	VARIANCE	% VARIANCE
Salaries & Benefits	$654,985	$609,163	$45,822	7.5%
Operating	$421,129	$390,994	$30,135	7.7%
Capital	$911,478	$2,088,495	($1,177,017)	(56.4%)
Other	$8,685	$0.00	$8,685	100%
Totals	**$1,996,277**	**$3,088,652**	(1,092,375)	(35.4%)



FY 2018 Expenditure Drivers...



- **Salaries** - 3%
- **Insurance**
  - Health - 5%
  - Workers Compensation - 8%
  - General Liability - 10%
  - Property Liability - 5%
  - Automobile - 15%
- **Pension**
  - Public Safety - Police 28% and Fire 4%
  - Florida Retirement System - 0.5 - 1%
- **Fire Stations Debt Service**
  - Projected $425,000 p/yr Actual: +/- $465,000 p/yr


AGENDA
FY 2018 MILLAGE RATE
FY 2018 FIRE ASSESSMENT
GENERAL FUND
BUDGET
CAPITAL PROJECTS, PROGRAMS AND EQUIPMENT
1st BUDGET HEARING
FISCAL YEAR 2018
September 5, 2017
BACKGROUND
QUESTIONS & DISCUSSION

FY 2018 Proposed General Fund Capital Budget



	BUILDING	INFRASTRUCTURE	MACHINERY & EQUIPMENT	JAG Grant	IT Hardware	TOTALS
City Manager (Information Technology)	$0	$0	$28,000	$0	$65,000	$93,000
Finance	$0	$0	$1,534	$0	$0	$1,534
Police	$0	$0	$8,545	$23,464	$54,400	$86,409
Fire	$0	$0	$76,600	$0	$28,422	$105,022
Public Works	$175,000	$2,806,607	$164,009	$0	$0	$3,145,616
TOTALS	**$175,000**	**$2,806,607**	**$278,688**	**$23,464**	**$147,822**	**$3,431,581**

FY 2018 Proposed Water/Sewer Capital Budget

	Building	INFRASTRUCTURE	MACHINERY & EQUIPMENT	IT Hardware	SOFTWARE	TOTALS
Field Services	$0	$0	$160,300	$91,090	$0	$251,390
Dyal Plant	$0	$2,686,000	$150,600	$0	$0	$2,836,600
WFO/Water Collections	$0	$0	$332,548	$14,000	$0	$346,548
Engineering	$0	$23,333,620	$0	$0	$530,000	$23,863,620
Sellers Plant	$65,000	$3,195,000	$145,830	$6,000	$0	$3,411,830
WFO/Waste Water Collections	$0	$400,000	$6,500	$4,500	$0	$411,000
TOTALS	**$65,000**	**$29,614,620**	**$795,778**	**$115,590**	**$530,000**	**$31,120,988**

FY 2018 Proposed Capital Budget Other Funds

	BUILDING	INFRASTRUCTURE	MACHINERY & EQUIPMENT	TOTALS
Cocoa CRA	$0	$919,000	$0	$919,000
Diamond Square CRA	$0	$80,000	$0	$80,000
Capital Projects Fund	$5,011,699	$50,000	$214,165	$5,275,864
Stormwater Fund	$0	$760,414	$151,064	$911,478
TOTALS	**$5,011,699**	**$1,809,414**	**$365,229**	**$7,186,342**


AGENDA
FY 2018 MILLAGE RATE
FY 2018 FIRE ASSESSMENT
GENERAL FUND
BUDGET
CAPITAL PROJECTS, PROGRAMS AND EQUIPMENT
1st BUDGET HEARING
FISCAL YEAR 2018
September 5, 2017
BACKGROUND
QUESTIONS & DISCUSSION


QUESTIONS & DISCUSSION

Public Hearing



Public Comment on 1st Public Hearing for FY2018 Tentative Budget and CIP

- **Requested Action:** Approve Resolution No. 2017-80 tentatively adopting a budget and CIP for the City of Cocoa for the Fiscal Year commencing on October 1, 2017 and ending on September 30, 2018.


AGENDA
FY 2018 MILLAGE RATE
FY 2018 FIRE ASSESSMENT
GENERAL FUND
BUDGET
CAPITAL PROJECTS, PROGRAMS AND EQUIPMENT
1st BUDGET HEARING
FISCAL YEAR 2018
September 5, 2017
BACKGROUND
QUESTIONS & DISCUSSION

Next Steps in the Budget Process



2nd Public Budget Hearing – Sept. 13, 2017 at 5:30 pm

- Adopt Final Millage Rate
- Adopt the FY2018 Budget


AGENDA
FY 2018 MILLAGE RATE
FY 2018 FIRE ASSESSMENT
GENERAL FUND
BUDGET
CAPITAL PROJECTS, PROGRAMS AND EQUIPMENT
1st BUDGET HEARING
FISCAL YEAR 2018
September 5, 2017
BACKGROUND
QUESTIONS & DISCUSSION

Legislation Details (With Text)

File #:	17-435	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	9/28/2017			**In control:**	City Council
On agenda:	10/10/2017			**Final action:**	
Title:	Approve the Minutes of the Emergency meeting of September 7, 2017, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	09-07-17 Emergency meeting minutes.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 28, 2017
Agenda Date: October 10, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Emergency meeting of September 7, 2017, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

There is no budgetary impact.

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Emergency meeting of September 7, 2017, as written or with amendments.

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MINUTES

CITY OF COCOA
EMERGENCY MEETING OF THE CITY COUNCIL

September 7, 2017

An Emergency City Council meeting was held on Thursday, September 7, 2017, in the EOC Conference Room, located in Cocoa City Hall, 2nd Floor, 65 Stone Street, Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the meeting to order at 4:35 p.m.

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

OTHER STAFF MEMBERS PRESENT:

Gene Prince, Fire Chief; Michael Cantaloupe, Chief of Police; Jonathan Lamm, Deputy Fire Chief; and Samantha Senger, Public Relations Specialist.

II. City Business

1. Discussion of Hurricane Irma Preparations

City Manager Titkanich thanked Council members and staff for attending this emergency meeting on such short notice. He provided an update to Council as to preparations thus far and noted that both Ms. Senger and Ms. Martinez would be on 12 hour shifts so information would constantly be updated.

Chief Prince further thanked Council for attending. He assured them that city staff and departments have been working hard to ensure that the city is prepared. Tanks are filled up, Public Works has been checking drains, and all ponds have been lowered.

Discussion was held in detail regarding the specific ponds that have been lowered. The water system was also discussed in detail.

Chief Prince noted that the eye of the storm should cover Cocoa around 2 a.m. on Monday, and that shelters would be opening at 3 p.m. on Saturday. There would be a mandatory evacuation from the islands beginning on Friday.

He further noted that there would be a briefing from the County at 8 pm and the Cocoa EOC would start at 8 p.m. on Saturday. They will be open at 4 p.m. This is because winds will start to increase after 8 p.m. on Saturday.

Councilwoman Warner asked when Alpha and Bravo would start at the Police Department. In response, Chief Cantaloupe advised they would begin those shifts at 8 p.m. on Saturday night.

Further discussion was held on construction sites (making sure they are secured), the homeless, and Asbury Arms.

Chief Cantaloupe spoke with the Homeless Coalition and they will make sure that the homeless are in shelters.

City Manager Titkanich further noted that Waste Management was suspending services at this time. He advised that City offices were closed on Friday.

City Manager Titkanich stressed the importance to Council of letting him or Assistant City Manager Fuhrer know of anything they hear or might need. They will be logging all requests.

Mayor Parrish asked if he could ride with the Chief. City Manager Titkanich reiterated the importance of contacting him or the Assistant City Manager in regards to requests such as this.

City Manager Titkanich promised that they would keep everyone informed and they can be prepared but there are always unknowns.

In depth discussion was held on the phone systems and social media. Councilman Whipple asked that no one respond on social media. Let the Public Relations Specialist do their job and let them respond.

Ms. Senger asked that they feed everyone back to the website on social media, if questions are being asked.

In closing, Chief Prince advised it could be a long recovery, and people get frustrated. He asked that everyone continue to be reassuring. There are assessments that have to be done before people can get back.

It was decided that an update/briefing would be done at 6 p.m. on Saturday, September 9, 2017 in the EOC.

XI. ADJOURNMENT.

*** The Emergency City Council meeting adjourned at 5:30 p.m.**

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	17-347	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	8/3/2017			**In control:**	City Council
On agenda:	10/10/2017			**Final action:**	
Title:	Cocoa Employee Service Award Presentation. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 3, 2017
Agenda Date: September 26, 2017
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: N/A
Requested Action:
Cocoa Employee Service Award Presentation

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

Enter text here

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:
N/A

Legislation Details (With Text)

File #:	17-417	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	9/15/2017			**In control:**	City Council
On agenda:	10/10/2017			**Final action:**	
Title:	Proclamation: "National Physician Assistants Week". (Mayor Parrish)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	National Physicians Assistants Week.pdf				

Date	Ver.	Action By	Action	Result

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CITY OF COCOA FLORIDA

PROCLAMATION

WHEREAS, *in communities across the United States, Physician Assistants serve tirelessly every day to care for Americans and fulfill a critical function in our health care system. They provide important medical attention and treatment to patients and their loved ones, and can be the principal care provider in rural or inner-city clinics, and other settings with provider shortages; and*

WHEREAS, *with compassion matched by professionalism, Physician Assistants work as part of the medical team to provide vital support to both patients in need and the doctors who balance the care of many individuals; and*

WHEREAS, *primary care is the foundation of preventive health care, and we must support the training of hundreds of new Physician Assistants who can join the medical field and increase access to providers and services in underserved areas; and*

WHEREAS, *countless American families have relied on the skill, concern, and commitment of Physician Assistants, in both joyous times and heart-wrenching circumstances; and*

WHEREAS, *our Nation is stronger because of these invaluable workers, and their efforts safeguard a healthy future for all Americans.*

NOW, THEREFORE, *I, Henry Parrish, by virtue of the authority vested in me by the Constitution and the laws of the United States, do hereby proclaim October 6 through October 12, 2017, as:*

"NATIONAL PHYSICIAN ASSISTANTS WEEK"

in the City of Cocoa, and call upon all Americans to observe this week with appropriate ceremonies, activities, and programs that honor and foster appreciation for our Physician Assistants and all medical professionals.

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 6th day of October, 2017.

Mayor

ATTEST:

City Clerk

Legislation Details (With Text)

File #:	17-421	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	9/20/2017			**In control:**	City Council
On agenda:	10/10/2017			**Final action:**	
Title:	Presentation of Plaque to former Diamond Square Community Redevelopment Agency Member Ruby Jenkins. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 20, 2017
Agenda Date: October 10, 2017
Prepared By: Samia Singleton, Redevelopment Specialist
Through: Karen D. Hamilton, Community Services Director
Requested Action:
Presentation of Plaque to former Diamond Square Community Redevelopment Agency Member Ruby Jenkins

BACKGROUND:

Longtime Diamond Square Community Redevelopment Agency Member Ruby Jenkins resigned on May 22, 2017. Ms. Jenkins served with the Diamond Square CRA since its formation in 1998, for a total of 19 years.

At its Regularly Scheduled meeting on July 17, 2017, the Diamond Square Community Redevelopment Agency approved the presentation of a recognition plaque to honor Ms. Jenkins for her service.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

The plaque, which cost $37.00, was purchased through the General Fund out of the Economic Development Division Promotional Activities Account.

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PREVIOUS ACTION:

No previous action

RECOMMENDED MOTION:

Presentation of Plaque to former Diamond Square Community Redevelopment Agency Member Ruby Jenkins

Legislation Details (With Text)

File #:	17-391	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	8/30/2017			**In control:**	City Council
On agenda:	10/10/2017			**Final action:**	
Title:	Approve the public/private partnership between the City of Cocoa and Florida High Speed Internet (FLHSI) and authorize the City Manager to execute contracts between the City and FLHSI. The total cost of construction associated with the partnership is $49,250.00. (Assistant City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Fiber Optics Extension Agreement -rev (003)				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 5, 2017
Agenda Date: October 10, 2017
Prepared By: Robert Beach, Chief Technology Officer
Through: Matthew Fuhrer, Assistant City Manager
Requested Action:
To approve the public/private partnership between the City of Cocoa and Florida High Speed Internet (FLHSI) and authorize the City Manager to execute contracts between the City and FLHSI. The total cost of construction associated with the partnership is $49,250.00.

BACKGROUND:

The City previously constructed a fiber optic network that connects multiple government buildings throughout the City. This network is the primary communication system for several major facilities including City Hall, Water Field Operations, Police Department, Fire Department, Sellers Wastewater Treatment Plant, Public Works, and Fleet. The fiber optic infrastructure provides the platform for the City's high-speed network and reduces the City's dependency on traditionally leased telecommunications infrastructure; lowering long-term recurring costs.

During the design phase of new Fire Station 1 near the intersection of Clearlake Road and Dixon Boulevard, the City obtained cost estimates to extend its fiber optic network to the new station to provide network connectivity and services. Initial estimates for construction were $210,978.10. As an alternative to reduce costs, a slower point-to-point wireless solution was built into the design to provide network connectivity. Although a wireless solution is technically feasible, it is not ideal and does not provide the speed nor reliability that the fiber optic solution does.

Earlier this year, the City approached Florida High Speed Internet (a local telecommunications

provider based in Brevard County) and began discussions regarding a public/private partnership to construct fiber to the new Fire Station 1 site. This construction would extend the City's fiber optic network from the City's Water Field Operations location to the new Fire Station site via a single 1.5" conduit with one (1), 72-count fiber optic cable installed (Exhibit B). Additionally, FLHSI would extend the City's fiber network on Brunson Boulevard to the new Fire Station 2 site (Exhibit C). The cost estimate to install fiber to the Fire Station 2 site was $7690.30. If approved, this public/private partnership will reduce construction expenses of the fiber optic network to both Fire Station 1 and 2 to $49,250; a savings of $169,418.40.

As part of the partnership, FLHSI will provide the City:

- Construction of new fiber to Fire Station 1 and Fire Station 2 at a discounted cost of $49,250.
- Indefeasible Right of Use (IRU) for one (1) buffer tube (12 strands) of fiber on any new FLHSI fiber construction that connects to or extends off of the City's fiber optic infrastructure.

As part of the partnership, the City will provide FLHSI:

- Indefeasible Right of Use (IRU) for one (1) buffer tube (12 strands) of fiber in the network extension from WFO to the new Fire Station 1 site.
- Indefeasible Right of Use (IRU) for one (1) buffer tube (12 strands) of fiber along the City's network backbone (Exhibit A).
- Indefeasible Right of Use (IRU) for one (1) buffer tube (12 strands) of fiber from 150 South Var Street to the Cocoa Police Department.

Estimated total cost of construction associated with the partnership is $49,250.00. Construction costs will be paid for from the general fund reserve portion of the fire station project funding.

This is a complex agreement and the first of its kind for the City of Cocoa. The City Attorney's Office and Staff have been negotiating and working on this Agreement for several months. The attached Agreement is the latest version of the proposed Agreement. The highlighted changes reflect the latest changes proposed by FLHSI. At the time of this Agenda Item, these changes are under evaluation by the City Attorney and Staff and have not been accepted by the City. However, Staff believes the terms and conditions of the Agreement are now substantially complete and far enough along that Staff is recommending approval of the public/private partnership between the City of Cocoa and Florida High Speed Internet, subject to the City Manager finalizing and executing the contracts between the City and FLHSI in order to expedite the final approval of the Agreement so the fiber network can be completed in time for the new fire stations.

Although it appears unlikely at this time, if the remaining terms and conditions cannot be agreed to by the parties, Council will be apprised that the contract was not finalized and other alternatives will need to be found to provide fiber to the subject City facilities.

STRATEGIC PLAN CONNECTION:

For the purposes of public safety and the sustainability of City services, it is vital that City personnel can stay in constant communication with each other and access network resources at all times. This proposal addresses all identified strategic issues and provides the ability to proactively address those

related to the delivery of critical public services.

BUDGETARY IMPACT:

FY2018
Budgeted in Capital Project Fund Reserves

Account Number	301-3580-519.63-00
Account Name	Infrastructure

Project CP1601	$41,560
Project CP1602	$7,691
	$49,251

PREVIOUS ACTION:

RECOMMENDED MOTION:

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

CITY OF COCOA

FIBER OPTIC EXTENSION AND IRU AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of this _____ day of September, 2017, ("Effective Date") by and between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation (the "City"), whose address is, 65 Stone Street, Cocoa, Florida, 32922, and **BREVARD WIRELESS, INC.**, a Florida corporation, doing business as **FLORIDA HIGH SPEED INTERNET**, ("FLHSI"), whose address is 1311 Bedford Drive, Melbourne, Florida 32940 and **SANDHILLS TELECOMMUNICATIONS GROUP, INC.**, a Florida corporation doing business as **SANTEL COMMUNICATIONS,** ("SANTEL") whose address is 1311 Bedford Drive, Melbourne, Florida 32940.

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RECITALS:

WHEREAS, the City desires to expand its fiber optic infrastructure in order to maintain a dedicated connection between all city facilities within and without the city limits; and

WHEREAS, direct fiber optic network connections between city facilities will allow for faster, more reliable, and economical internet services that are essential to conducting city business; and

WHEREAS, the City currently owns and maintains an existing fiber optic cable network, the 144-strand backbone of which is depicted in **Exhibit A**, which is further incorporated by reference herein; and

WHEREAS, the City's existing fiber optic cable network also includes a twelve-strand fiber connection (which is not shown in **Exhibit A**) between FLHSI, which operates a colocation network operation center near the City's Police Department on the corner of S. Varr Avenue and Ohio Street, and the City's 144-strand fiber backbone near the City's Police Department, located at 1226 W King St., Cocoa, FL 32922; and

WHEREAS, FLHSI is a Brevard County-based internet service provider that provides internet and transit and transport services to the City of Cocoa, City of Palm Bay, Brevard County and several other municipalities within Brevard County; and

WHEREAS, FLHSI currently provides internet service to the City's Police Department, using the twelve-strand City-owned and maintained fiber optic cable between FLHSI's Varr Avenue facility and the City's fiber backbone, primarily to provide general internet access for police officers at their work stations and to allow for the uploading and storage of evidence and body camera video; and

WHEREAS, SANTEL is a competitive local exchange carrier (CLEC) that operates in Florida as a Florida Public Service Commission licensed telecommunications utility under licesn TX433 and is an affiliate of FLHSI; and

WHEREAS, the City desires to extend its fiber network to connect the future Fire Station No. 1 at Dixon and Clearlake Road, which is currently under construction, with the City's Public Works facility located at 155 N. Wilson Avenue, Cocoa, Florida 32922; and

WHEREAS, the City also desires to extend its fiber network to connect the City's Bracco Pond Pump Station 1A, currently used for public works and utility functions; and

WHEREAS, the distance of Fire Station No. 1 and the Bracco Pond facility from the City's existing fiber network previously made it cost-prohibitive to extend fiber cables to these facilities; and

WHEREAS, the City also desires to extend its fiber optic cable network to the future site of the Brunson Avenue Fire Station, to be located at 300 Brunson Avenue, Cocoa, FL 32922, from a hand hole associated with the City's existing fiber optic cable network already located in the right-of-way along Brunson Avenue ("Brunson Extension"); and

WHEREAS, the City also desires to extend its fiber optic cable network to the Brevard County Central Library ("Library"), located at 308 Forrest Avenue, Cocoa, FL 32922, from the City's existing fiber optic cable network already located in the right-of-way along Main Street ("Library Extension"), which will allow the City to connect to Brevard County's fiber optic network; and

WHEREAS, FLHSI has proposed to construct and install the requisite fiber conduit and to place two 48-strand fiber optic cables within the conduit, which shall both be owned and maintained by the City, to connect the City's existing Public Works facility on N. Wilson Avenue with Fire Station No. 1 and the Bracco Pond facilities ("Fire Station No. 1 Extension"), along the route described in **Exhibit B**, attached hereto and incorporated by reference herein; and

WHEREAS, FLHSI has also proposed to construct and install the requisite fiber conduit and to place a 12-strand minimum fiber optic cable for the Brunson Avenue Fire Station and Brevard County Central Library Extensions along the route described in **Exhibit C**, such conduit and fiber also to be owned and maintained by the City; and

WHEREAS, FLHSI has proposed to do the above-mentioned work at a significantly reduced cost to the City in exchange for the City granting FLHSI an Indefeasible Right of Use (IRU) for one of the 48-strand fiber cables placed in the City-owned conduit between the Fire Station No. 1 and the City's Public Works facility, which will allow FLHSI to extend its own

network within the City of Cocoa and to eventually provide internet services to customers, such as Eastern Florida State College, within the vicinity; and

WHEREAS, the City shall also grant to FLHSI an IRU for twelve strands of fiber (one buffer tube) along the City's existing 144-strand fiber optic network backbone as depicted in **Exhibit A**, which will further be beneficial to the City as it will provide more choice of internet service providers to City facilities and allow for further fiber expansion in the City; and

WHEREAS, FLHSI's connection to the City's fiber optic network is only possible through the fiber connection established between FLSHI's colocation network operation center on Varr Avenue and the City's 144-strand fiber backbone, as described above; and

WHEREAS, for FLHSI to reach the City's fiber optic cable for which FLHSI is granted an IRU, FLHSI must further be granted an IRU for the twelve strands of fiber (one buffer tube) connection FLHSI's Varr Avenue facility and the City's fiber backbone; and

WHEREAS, in acknowledgement of the significant cost savings of approximately one-hundred fifty thousand dollars ($150,000.00) to the City for extending its fiber optic network as provided herein and further in exchange for FLHSI's commitment to grant the City a 12-strand (one buffer tube) IRU in any future fiber optic cable extension undertaken by FLHSI stemming from the City's fiber optic cable network, including (a) the cable connection between FLHSI's colocation network operation center on Varr Avenue and the City's fiber backbone; (b) the City's fiber optic backbone as depicted in **Exhibit A**; and (c) the fiber optic extensions, including the Fire Station No. 1 Extension, the Library Extension, and the Brunson Extension as depicted in **Exhibits B and C**, the City shall grant the above-described IRUs to FLHSI free of charge; and

WHEREAS, FLHSI agrees that FLHSI will benefit from this Agreement as it will be able to share the costs of constructing the infrastructure needed to extend its fiber optic network within the City of Cocoa that will enable it to eventually provide fiber optic internet services to a larger territory; and

WHEREAS, FLHSI's utilization of the City's dark fiber will be essential to FLHSI's provision of high speed internet access services to Eastern Florida State College and others located in the vicinity of Fire Station No. 1 in the future; and

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

1.0 GENERAL.

1.1 **Recitals.** The foregoing recitals are hereby acknowledged by the City and FLHSI as true and correct, and are fully incorporated herein by this reference as a material part of this Agreement.

1.2 **Definitions.** In addition to the definitions set forth in the recitals, the following words shall have the meaning ascribed to them herein unless the context clearly indicates otherwise:

"Authorized Purpose" means any lawful business purpose of an IRU grantee. Authorized Purpose shall not include the sublicensing or subletting of any fibers cables or filaments.

"Fiber Facilities" shall mean all conduit, fiber optic cable, and associated pull boxes and splice boxes, hand holes, trace wire and markers along all constructions routes depicted in **Exhibits B and C**.

"Governmental Authority" means any federal, state, regional, city, municipal, local, territorial, or tribal government, whether foreign or domestic, or any department, agency, bureau or other administrative or regulatory body obtaining authority from any of the foregoing, including without limitation, courts, public utilities and sewer authorities.

"Person" means any general partnership, limited partnership, corporation, limited liability company, joint venture, trust, business trust, governmental agency, cooperative, association, individual or other entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person as the context may require.

2.0 CONSTRUCTION OF FIBER NETWORK FACILITIES BY FLHSI.

2.1 Prior to construction and installation of fiber network extensions by SANTEL and FLHSI, the City shall be responsible for acquiring all right-of-way necessary to install such facilities along the construction routes described in **Exhibits B and C** and for securing the necessary permits to perform such construction. The City and FLHSI agree that it shall cooperate in obtaining the necessary easements and approvals from Brevard County to terminate the newly run fiber for the Library Extension within the Library. Obtaining the necessary easements and approvals shall be a condition precedent to FLHSI's obligation to construct the Library Extension, but shall not excuse performance for the remaining Fire Station No. 1 or Brunson Avenue Extensions. Should the necessary easements and approvals not be secured, the City shall continue to be obligated to make the same payment provided below in Section 3.2.

2.2 Fire Station No. 1 Extension. SANTEL and FLHSI shall construct and install one (1) one and one-half ~~two~~ inch (1 1/2~~2~~") fiber optic conduit and ~~two~~ one ~~48~~72-strand fiber optic cable~~s~~, along with the associated pull boxes and splice boxes, hand holes, trace wire and markers along the route described in **Exhibit B** from the City's Public Works facility located at 155 N.

Wilson Avenue, Cocoa, Florida 32922 to the City's Bracco Pond Pump Station 1A and further to the City's Fire Station No. 1 at the 1600 block of Dixon and Clearlake Road.

2.3 Brunson Extension. FLHSI shall install a minimum 12-strand fiber optic cable along the Brunson Avenue route depicted in **Exhibit C** from a hand hole associated with the City's existing fiber optic cable network already located in the right-of-way along Brunson Avenue to the future site of the Brunson Avenue Fire Station, to be located at 300 Brunson Avenue, Cocoa, FL 32922. The Brunson Avenue splice shall be located either on the north or south side of the future fire station parcel, depending upon site plan review for the new building. FLHSI shall provide a 12-strand minimum fiber with two (2) fibers spliced off of the City's designated buffer tube within the 144-strand cable. FLHSI shall provide the vault, splice canister, and up to 500 feet of the 12-strand minimum fiber looped in the vault for ultimate use in the fire station.

2.4 Library Extension. FLHSI shall construct and install a minimum of a one-inch (1") fiber optic conduit and a minimum of one 12-strand minimum fiber optic cable~~s~~, along with the associated pull boxes and splice boxes, hand holes, trace wire and markers along the Library Extension route depicted in **Exhibit C** from the City's existing fiber optic cable network already located in the right-of-way along Main Street to the Library, located at 308 Forrest Avenue, Cocoa, FL 32922. FLHSI shall further, subject to the Library's approvals, terminate the newly run fiber in a 2RU maximum patch panel and splice tray within the Library's communications room.

2.5 FLHSI shall furnish all labor, materials, supervision, equipment and transportation and will provide, directly or through third parties, all functions necessary to install the Fiber Facilities in accordance with the specifications and drawings set forth in **Exhibits D and E** attached hereto and otherwise agreed to in writing by the Parties. Such functions shall include, without limitation, all engineering, design, make ready work, installation, splicing of the newly-installed fiber optic cables with the City's existing fiber optic network and system testing, and preparation of final As-Built drawings (the "Construction Services").

3.0 COST OF AND PAYMENT FOR CONSTRUCTION

3.1 For Construction Services, including the Fire Station No. 1 Extension, Brunson Extension, and Library Extension and further including connection or splicing of the newly-installed fiber optic cable with the City's existing fiber optic network, City shall pay to FLHSI forty-nine thousand two-hundred and fifty dollars ($49,250.00), to be paid in one single payment to FLHSI upon Acceptance of the Fiber Facilities by the City, after City's inspection of the Fiber Facilities along the constructed route as established in **Exhibits B and C**. Prior to any payment, City shall require FLHSI or contractor to furnish release of all liens from any unpaid work, labor, or materials with respect to FLHSI's, contractor's, or any subcontractor's performance under this Agreement, and/or receipt in full covering all work, labor, or materials for which a lien could be filed.

3.2 The City shall not be responsible to FLHSI or any other construction contractor for additional payments beyond the single payment as provided in Section 3.1. FLHSI shall be solely responsible for all other costs of the Construction Services to install the Fiber Facilities, including cost overruns that are the result of unforeseen and unbudgeted conditions or events of force majeure.

4.0 CONSTRUCTION SPECIFICATIONS AND COMPLETION SCHEDULE

4.1 FLHSI shall furnish and be responsible for all materials required for the Construction Services. Construction shall be in accordance with the plans and specifications approved by the City and subject to City inspection.

4.2 In performing the Construction Services, FLHSI shall comply with all applicable federal, state and local laws, ordinances, and regulations, including without limitation providing Worker's Compensation, Unemployment Insurance and Social Security.

4.3 FLHSI shall obtain utility locates and confirm the location of all nearby underground utilities within the construction route as described in Exhibit A. FLHSI shall: (a) visually spot via hand digging or vacuum excavation where needed all utilities running parallel to the proposed construction route established in Exhibit A that lie within three (3) feet of the route; and (b) visually spot all utilities running parallel to the proposed construction route established in Exhibit A that lie within three to five feet of the route.

4.4 FLHSI shall use a horizontal directional drill for the installation of the conduit and shall monitor and record the alignment and depth readings provided by the drilling system and provide the City with a KML file identifying the GPS coordinates, as well as depth of the conduit at 30-foot intervals.

4.5 Upon completion of the Construction Services along the routes established in **Exhibits B and C**, FLHSI shall provide City with final maps, grids, construction and signed off As-Built drawings and other records reasonably requested by City. The As-Built drawings will become an exhibit to this Agreement.

4.6 To the extent that FLHSI provides Construction Services utilizing third parties, ~~prior to commencing construction, FLHSI shall obtain at least two (2) competitive bids from duly qualified, licensed and experienced contractors, and shall be required to award a construction contract to the contractor that has submitted the lowest and best bid. Bids shall propose unit quantities for the Construction Services based on plans approved by the City. Before award and execution of a construction contract, FLHSI shall consult with the City regarding which bid the City believes is the lowest and best bid for the project, and~~ FLHSI shall ensure that the contractor is willing to comply with the terms and conditions stated below. The construction contract between

FLHSI and the contractor shall be subject to the following terms and conditions. In addition, FLHSI shall provide additional agreements and/or bonds, as provided below, where performing the Construction Services directly.

(a) Construction shall be in accordance with the plans and specifications approved by the City and subject to City inspection.

(b) ~~The construction contractor shall be subject to the City's prior approval.~~

(c) The construction contract between FLHSI and the contractor must be immediately assignable to the City, upon the City's written request to FLHSI and contractor, in the event that FLHSI terminates this Agreement or FLHSI defaults under any term and condition set forth in this Agreement. Such request shall be made by the City within seven (7) days of FLHSI terminating this Agreement or default.

(d) The construction contractor and/or FLHSI shall be required to provide the City and its officials and employees with a written indemnification and hold harmless agreement in accordance with Florida Statutes for public construction contracts. The form of said indemnification shall be subject to approval of the City Attorney. Further, the construction contractor and/or FLHSI must provide current certificates of worker's compensation, general liability and automobile insurance as provided below in Section 12.0.

(e) The construction contractor and/or FLHSI shall be required to post a ~~performance and payment bond, and~~ one (1) year maintenance bond or cash bond ~~(the latter of,~~ which shall be in an amount not less than ten percent (10%) of the cost of the work~~)~~, in favor of the City in accordance with Florida Statutes for public construction projects. The form of said bonds shall be subject to approval of the City Attorney.

4.7 The Construction Services to be performed by FLHSI pursuant to this Agreement shall be in accordance with the following schedule:

(a) Installation of conduit by FLHSI must begin 30 days after final approval of all necessary permits and plans by the City. The conduit installation must be completed within four weeks of the installation start date.

(b) Pulling the fiber optic cable into the conduit and splicing of the newly-installed fiber optic cables with the City's existing fiber optic network shall be completed within seven (7) business days from the completion of the conduit.

4.8 FLHSI shall conduct Acceptance Testing upon completion of construction as specified in **Exhibit E.** If upon inspection of the Acceptance Testing report the City determines that such Fiber Facilities are not performing in accordance with accepted industry standards, it

shall provide FLHSI with a written notice specifying any deficiencies in performance to be corrected ("Deficiency Notice"). If the City has given a Deficiency Notice, FLHSI shall correct any such deficiencies at FLHSI's sole cost. The City shall provide a notice of acceptance of the Fiber Facilities ("Acceptance"), in writing, when the test results demonstrate that the performance level of the Fiber Facilities is in conformance with industry standards.

5.0 OWNERSHIP OF FIBER OPTIC CABLE AND CONDUIT

5.1 ~~Both of t~~The ~~48~~72-strand fiber optic cable~~s~~ in the conduit between the City's Public Works facility, the Bracco Stormwater Pond facility, and Fire Station No. 1 as depicted in **Exhibit B** shall be owned by the City. The ~~two-inch~~ conduit housing the fiber optic cables shall also be owned by the City following completion of Construction Services. FLHSI shall be required to execute a Bill of Sale for the conduit, fiber optic cables, and appurtenances thereto.

5.2 The minimum 12-strand fiber optic cables placed (a) in conduit along the construction route for the Brunson Extension as depicted in **Exhibit C** and (b) along the construction route for the Library Extension as depicted in **Exhibit C** shall be owned by the City. The ~~one-inch~~ conduit housing the fiber optic cable for the Library Extension shall also be owned by the City following completion of Construction Services. FLHSI shall be required to execute a Bill of Sale for the conduit, fiber optic cables, and appurtenances thereto

5.3 The City's existing fiber optic network and conduit, as depicted in **Exhibit A**, including the fiber optic cables currently in place between FLHSI's Varr Avenue facility and the City's fiber backbone shall remain within the City's ownership and control.

6.0 INDEFEASIBLE RIGHT OF USE GRANTED

6.1 FLHSI IRU. The City grants to FLHSI and FLHSI accepts from City an Indefeasible Right of Use of the following fiber:

(a) ~~**One (1) of**~~ **T**welve strands of fiber (one buffer tube) of the ~~48~~72-strand fiber optic cable~~s~~ installed, as provided in Section 2.2 above, from the City's Public Works facility located at 155 N. Wilson Avenue, Cocoa, Florida 32922 to the City's Bracco Pond Pump Station 1A and further to the City's Fire Station No. 1 at the 1600 block of Dixon and Clearlake Road, as depicted in **Exhibit B**.

(b) Twelve strands of fiber (one buffer tube) between FLHSI's colocation network operation center on Varr Avenue and the City's existing 144-strand fiber backbone.

(c) Twelve strands of fiber optic cables (one buffer tube) within the City's existing 144-fiber fiber optic cable network backbone as depicted in **Exhibit A**.

(d) Twelve strands of fiber (one buffer tube) of the 24 strand minimum fiber optic cable installed, as provided in section2.2 above, on the Brunson Extension.

(e) Twelve strands of fiber (one buffer tube) of the 24 strand minimum fiber optic cable installed, as provided in section2.2 above, on the Library Extension.

The IRUs granted herein shall be for any Authorized Purpose during the Term of this Agreement. The City shall maintain the continued right to grant and renew rights to any entity to use other fibers and fiber optic facilities or any other property of the City, for any reason including compensation to City, except as otherwise limited in this Agreement. Under this Agreement, City shall retain possession, ownership and control of the fiber but FLHSI shall be allowed to use the fiber for any Authorized Purpose. FLHSI shall provide, at its expense, all optronic (opto-electrical), electronic or optical equipment or materials, facilities or other equipment ("FLHSI Equipment") required to use the fiber for any Authorized Purpose, including "lighting" the fiber. If requested by City, FLHSI shall identify with reasonable particularity the FLHSI Equipment FLHSI connects or may use in connection with the Fiber. The IRU of the fiber hereunder does not include any equipment used to transmit capacity over or "light" any optical fibers in the fiber.

6.2 City IRU. FLHSI grants to City and City, at its option, may elect to accept from FLHSI an Indefeasible Right of Use of the following fiber:

(a) Twelve strands of fiber optic cable (one buffer tube) in any future fiber optic cable extension undertaken by FLHSI stemming from the City's fiber optic cable network. The City's fiber optic cable network shall include: (a) the twelve-strand connection between FLHSI's colocation network operation center on Varr Avenue and the City's fiber backbone; (b) the City's fiber optic backbone as depicted in **Exhibit A**; and (c) the fiber optic extensions to be constructed by FLHSI, including the Fire Station No. 1 Extension, the Library Extension, and the Brunson Extension as depicted in **Exhibits B and C.** In the event that FLHSI undertakes any future fiber optic cable extension stemming from the City's fiber optic cable network, FLHSI shall notify the City of such extension and provide the City with the opportunity to exercise the option to obtain the above-described, twelve-strand IRU in such extension. The City and FLHSI shall execute subsequent amendments to this Agreement to identify any IRUs accepted by the City. For any IRUs accepted, FLHSI shall provide to the City all final maps, grids, construction and As-Built drawings such that the City may locate and identify the IRU buffer tube.

The IRU granted herein shall be for any Authorized Purpose during the Term of this Agreement. FLHSI shall maintain the continued right to grant and renew rights to any entity to use other fibers and fiber optic facilities or any other property of FLHSI for compensation and payments to FLHSI. Under this Agreement, FLHSI shall retain possession, ownership and control of its fiber extensions stemming from the City's fiber optic network described in this section, but City shall be allowed to use the IRU fiber for any Authorized Purpose. The City shall provide, at

its expense, all optronic (opto-electrical), electronic or optical equipment or materials, facilities or other equipment ("City Equipment") required to use the IRU fiber for any Authorized Purpose, including "lighting" the fiber. If requested by FLHSI, the City shall identify with reasonable particularity the City Equipment City connects or may use in connection with the IRU fiber. The IRU of the fiber hereunder does not include any equipment used to transmit capacity over or "light" any optical fibers in the fiber.

6.3 Each party shall have exclusive and quiet use of the fibers for which an IRU has been granted and accepted during the Term of this Agreement, and may use the fiber for any Authorized Purpose, provided that such purpose does not (a) interfere with or impair service over any of the facilities and associated equipment comprising the grantor of an IRU's network, or (b) impair the privacy of any communications over the facilities and associated equipment of the grantor of an IRU.

6.4 The parties agree that the grantee of an IRU shall be solely responsible for obtaining and maintaining all required federal, state, local and private permits, licenses, approvals, or authorizations, if any, that are necessary or required to (a) provide services via the fibers or operate for any Authorized Purpose; or (b) to engage in any construction, access, maintenance, replacement or repair the fiber.

6.5 Subject to Section 10.0 below, the parties agree that the grantor of an IRU shall be solely responsible for obtaining and maintaining all required federal, state, local and private permits, licenses, approvals, authorizations, consents, easements, franchises and rights-of-way agreements, if any, issued by any Person or Governmental Authority for the grantor to provide the fiber IRU to the grantee and required for the perpetual right for the fiber to remain as located in any **Exhibit** hereto and any final maps, grids, construction and As-Built drawings for any fiber extension undertaken in the future by FLHSI and connected to the City's fiber optic network during the Term of this Agreement.

6.6 The above IRUs shall be granted to each party free of charge, provided that the maintenance obligations in Section 8.0 shall apply.

7.0 USE OF CONDUIT

7.1 The City grants to FLHSI, during the term of this Agreement, the nonexclusive right of use of the conduit system to be installed by FLHSI and owned by the City along the route established in **Exhibits B and C (Library Extension)**. The City further grants to FLHSI, during the term of this Agreement, the nonexclusive right of use of its existing conduit system housing the fiber backbone as depicted in **Exhibit A** and conduit housing the fiber connection between FLHSI and the City's backbone. FLHSI shall be responsible to pay the installation, maintenance

and repair costs related to the IRU fiber as provided in Section 8.0 below, in addition to all applicable taxes.

7.2 FLHSI agrees that all right, title and interest in all of the City-owned fiber and conduit under this Agreement shall, at all times, remain exclusively with the City, except as expressly provided otherwise. If at any time during the term of this Agreement, the conduit is rendered inoperable, interrupted or degraded, City's sole obligation shall be to repair the conduit, using FLHSI's contribution of maintenance costs as provided in Section 8.0 below. No other remedy shall be available to FLHSI or its customers.

7.3 FLHSI grants to the City, during the term of this Agreement, the ~~non~~exclusive right of use of the 12 strand fiber (one buffer tube) on the fiber optic cable ~~conduit system~~ to be installed by FLHSI during any future fiber optic cable extension undertaken by FLHSI stemming from the City's fiber optic cable network to the extent that the City elects to accept an IRU in fiber for such an extension. The City shall be responsible to pay the maintenance and repair costs related to the IRU fiber as provided in Section 8.0 below.

7.4 The City agrees that all right, title and interest in all FLHSI-owned fiber or conduit conduit under this Agreement shall, at all times, remain exclusively with FLHSI, except as expressly provided otherwise. If at any time during the term of this Agreement, the conduit is rendered inoperable, interrupted or degraded, FLHSI's sole obligation shall be to repair the conduit, using the City's contribution of maintenance costs as provided in Section 8.0 below. No other remedy shall be available to the City.

7.5 This ~~conduit~~ right of use is granted to FLHSI and the City, respectively, free of charge.

8.0 FIBER OPTIC NETWORK MAINTENANCE OBLIGATIONS AND RELOCATION OF FIBER

8.1 Except as provided in Section 11.3, for so long as this Agreement is in effect, the City shall be solely responsible for all maintenance, repair and replacement of: (a) the Fiber Facilities, (b) City's previously existing fiber optic network as depicted in **Exhibit A**, ~~and~~ (c) the fiber between FLHSI's facility on Varr Avenue and the City's fiber backbone, (d) the Library Extension, and (e) the Brunson Extension, including fibers with an IRU granted to FLHSI. The City shall share with FLHSI the cost of all such maintenance, repair and replacement of the fiber described in (a) through (e~~e~~) above. FLHSI shall pay fifteen ~~fifty~~ percent (~~50~~15%) of such costs, regardless of whether the maintenance, repair or replacement is necessitated or caused by acts or omissions of City, its agents, employees or contractors. To the extent the City receives reimbursement from a third party for any maintenance, repair or replacement costs, the City will reimburse FLHSI for its proportionate share of the costs. The City agrees to reasonably cooperate

with FLHSI in coordinating all maintenance, repair and replacement efforts. The City shall maintain access to the fiber described in (a) through (ee) above at all times during the Term of the Agreement in order to splice, repair, maintain and replace, if necessary, the fiber. The City's maintenance and repair obligations shall be performed in accordance with telecommunications industry standards. The City agrees notify FLHSI of, and allow FLHSI to bid on all work to be performed on maintenance, repair and replacement efforts hereunder. The City shall select the lowest cost bid for any work for maintenance, repair, replacement or relocation of any of the fiber described in (a) through (e) above.

8.2 For so long as this Agreement is in effect, FLHSI shall be solely responsible for all maintenance, repair and replacement of any future fiber optic cable extension undertaken by FLHSI stemming from the City's fiber optic cable network, including fibers with an IRU granted to and accepted by the City. FLHSI shall share with the City the cost of all maintenance, repair and replacement of the future fiber optic cable extension, which shall pay ~~fifty~~ fifteen percent (~~50~~15%) of such costs, regardless of whether the maintenance, repair or replacement is necessitated or caused by acts or omissions of FLHSI, its agents, employees or contractors. To the extent FLHSI receives reimbursement from a third party for any maintenance, repair or replacement costs, FLHSI will reimburse the City for its proportionate share of the costs. FLHSI agrees to reasonably cooperate with the City in coordinating all maintenance, repair and replacement efforts. FLHSI shall maintain access to any future fiber optic cable extension undertaken by FLHSI stemming from the City's fiber optic cable network at all times during the Term of the Agreement in order to splice, repair, maintain and replace, if necessary, the fiber. FLHSI's maintenance and repair obligations shall be performed in accordance with telecommunications industry standards. FLHSI agrees notify the City, and allow the City to perform any work to be performed on maintenance, repair and replacement efforts hereunder. For any such efforts the City notifies FLHSI it desires to perform, the City shall provide a cost bid, in advance of the work, and FLHSI shall select the lowest cost bid for any work to performed hereunder.

8.3 When performing emergency maintenance or repairs, either party shall be subject to the following timeframes: (a) Initial telephone / email response within one (1) hour of notification of a need for repair; (b) Initial repair forces on-site within four (4) hours of other Party's initial contact; (c) Party performing maintenance shall use its reasonable efforts to perform maintenance and repair to correct any failure, interruption or impairment in the operation of IRU fibers within eight (8) hours. Requests for emergency maintenance or repair shall be made:

To the City:	To FLHSI:
City of Cocoa	FLHSI

Information Technology Helpdesk	Support Department
Phone: 321-433-8590	Phone: 321-205-1100 x2

8.4 In the event that the grantor of any IRU fails to perform necessary maintenance and repairs as provided herein, the IRU grantee shall have the right, but not the obligation, to maintain and repair the fibers for which it has been granted an IRU. The IRU grantee performing such maintenance and repairs shall reasonably notify the IRU grantor of its intent to perform such maintenance and repairs and may charge to the grantor its share of the costs as provided in Sections 8.1 and 8.2.

8.5 Each party shall be solely responsible for maintenance, repair and replacement of its own respective Equipment used in connection with the fiber. Further, each IRU grantee shall be responsible for modifications (i.e., splicing) of the fibers for which it has been granted an IRU. Each IRU grantee shall provide all labor and equipment for such splicing and shall be solely responsible for all costs associated with the splicing. In the event an IRU grantee desires to splice the fibers for which it is granted an IRU, notification of the intent to make such modifications shall be provided at least forty-eight (48) hours in advance of the commencement of such modifications to the following:

To the City:	To FLHSI:
City of Cocoa	FLHSI
Chief Technology Officer	President
(Currently Robert Beach)	Scott Carullo
Phone: 321-433-8550	321-205-1100 x102
Email: rbeach@cocoafl.org	email: Scott@flhsi.com

8.6 Notwithstanding this Section 8.0, the parties agree that for so long as this Agreement is in effect, the City, for all City-owned fiber, and FLHSI, for all FLHSI-owned fiber, shall (i) patrol and monitor the routes where the fiber is located on a regular basis, (ii) ensure that "Call-Before-You-Dig" (CBYD) right-of-way marker signs are in place at reasonable intervals and undamaged, (iii) replace or repair damaged and/or missing signs, which signs shall include the toll free number for a respective network operation center or other twenty-four (24) hour response unit, (iv) establish membership in the CBYD program in the areas where the routes are located and (v) perform all cable and fiber locate activities required to protect the fiber.

8.7 If the grantor of an IRU moves, replaces or changes the location, alignment or grade of any portion of its fiber along an agreed-upon route (a "Relocation"), the grantor shall provide the grantee at least forty-five (45) days' prior written notice thereof, if possible. If the Relocation is caused by an event of force majeure or because the grantor is required to do so by any

Governmental Authority, including the City, or third party having the right to so require a Relocation (including a taking by eminent domain), the grantee shall reimburse the grantor for ~~fifty~~ fifteen percent (~~50~~15%) of the cost of the Relocation. To the extent the grantor receives reimbursement from a third party which is allocable to such Relocation, the grantor will credit or reimburse the grantee for its share of the reimbursement attributable to the fiber. If FLHSI relocates its fiber solely for its own benefit or as a result of a default under any agreement, the City shall not be required to reimburse FLHSI for the costs of the Relocation of such fiber.

8.8 During the Term of the Agreement, if any payment is due from one party to the other Party, then the invoicing Party shall send its invoice(s) to the address for the other party set forth above or to such other address as such other party may from time to time provide. All invoices shall be paid within forty-five (45) days of receipt. Any amounts not received by the invoicing party within forty-five (45) days after the other Party's receipt of an invoice from the invoicing party shall be subject to a late payment charge of the lesser of 1% per month or the maximum rate allowed by law, calculated from the due date until the date paid. The invoicing party shall provide supporting receipts and documentation regarding maintenance, repair, replacement, or relocation costs incurred.

9.0 FUTURE COORDINATION AND COOPERATIONS REGARDING FIBER OPTIC NETWORK

9.1 Any IRU granted hereunder does not include any obligation by any party to transmit capacity over or "light" any optical fibers and nor does it obligate the City to utilize FLHSI as its internet service provider.

9.2 ~~In the event that the City determines, in its sole discretion, not to use FLHSI as an internet service provider, the City and FLHSI agree that the City shall not have any need for the existing twelve-strand fiber optic cable connecting FLHSI's facility on Varr Avenue and the City fiber backbone. Accordingly, the City may offer, and FLHSI shall agree to purchase, the existing twelve-strand fiber optic cable connecting FLHSI's facility on Varr Avenue and the City's fiber backbone along with the associated conduit, appurtenances and equipment for the construction costs the City paid to install the fiber, conduit, and appurtenances, totaling $1,990.50.~~

~~9.3~~9.2 If at any time during the term of this Agreement, any fiber subject to an IRU and its associated conduit shall become inoperable and beyond feasible repair due to a casualty or other force majeure event, or the grantor of the IRU determines that it is economically infeasible to continue to operate such fiber and its associated conduit, the grantor shall notify the grantee. The grantee shall then have the option of acquiring such system at its reasonable fair market value. If

the grantee does not exercise this option to purchase, the grantor shall be entitled to terminate the IRU without any liability to the grantee or its customers.

10.0 TERM AND TERMINATION OF AGREEMENT

10.1 The initial term of this Agreement shall commence as of the date the last party executes this Agreement and shall continue for a period of ten (10) years ("Initial Term"). Unless earlier terminated as provided in the Agreement, upon expiration of the Initial Term, this Agreement shall automatically renew for one additional consecutive ten (10) year term ("Renewal Term") unless FLHSI ~~either Party~~ gives the City ~~other~~ written notice of its intent to terminate at least ninety (90) calendar days before the expiration of the Initial Term or Renewal Term, as applicable. Additional renewal terms may be agreed upon by the parties in writing. Upon termination of this Agreement, both Parties will be provided reasonable access to the IRU fibers for removal of Grantee Equipment within 90 days of the termination. If the equipment is not removed at the end of 90 days, the grantor will have the authority to remove and retain or dispose of Grantee Equipment, and is not responsible for any damage that may occur to the Grantee Equipment. The Initial Term and Renewal Term collectively shall be referred to as the "Term."

10.2 In addition to Section 9.3, a grantor may terminate the Agreement with respect to an affected fiber for which an IRU has been granted if (a) the grantor's franchise or right-of-way use authority or permit is cancelled or terminated for any of its fiber for which an IRU has been granted; (b) the grantor is prohibited from furnishing the IRU in the fiber by regulation, statute, court order, or ruling by the Federal Communications Commission, or any other federal, state or local Governmental Authority; (c) the IRU granted to grantee or use of the IRU would cause a forfeiture of the rights of grantor to occupy the property where such fiber is located; (d) the grantee's or its customer's equipment, or anyone acting on its behalf, interferes with the operational integrity of the grantor's facilities in any route; or (e) grantee makes an assignment for the benefit of creditors or files for bankruptcy protection under the United States bankruptcy code. Upon occurrence of any of the foregoing, the grantor of an IRU shall have the right to terminate the IRU and Agreement with respect to the affected fiber upon sixty (60) calendar days' notice without incurring liability to the grantee; provided, however, no such termination shall affect the other fibers of grantor or its obligations hereunder with respect to such fibers, and shall in no way limit, diminish, reduce, waive, release or otherwise affect the grantee's obligations to continue to provide, or grantor's right to continue to use, the fiber IRU otherwise granted by the grantee to the grantor pursuant to the Agreement.

10.3 The grantee shall have the option to terminate its IRU in any or all of the grantor's fiber as a matter of convenience, without incurring liability to the grantor, upon ninety (90) calendar days' written notice to the grantor; provided however, that termination by the grantee under this Section 10.3 shall in no way limit, diminish, reduce, waive, release or otherwise affect

the grantee's obligations to continue to provide or the grantor's right to continue to use the fiber IRU otherwise granted by the grantee to the grantor pursuant to the Agreement.

10.4 Should FLHSI fail to construct the Fiber Facilities as required in Section 2.0 above, this Agreement shall terminate and no IRUs shall be granted.

10.5 For any IRU granted to and accepted by the City and in the event that FLHSI, as grantor of the IRU, terminates such IRU as provided in Section 10.2 above or this Agreement, the City shall have an irrevocable right to purchase and obtain ownership of the twelve strands (one buffer tube) for which it has an IRU for the sum of $1.00. FLHSI recognizes that the City may become dependent upon IRUs it accepts to perform essential public functions and services for the City of Cocoa and its residents and must be given the opportunity to obtain ownership of the IRU fibers upon the occurrence of a termination event.

11.0 REPRESENTATIONS AND WARRANTIES

11.1. Authority and Execution. Each Party represents and warrants to the other Party that:

(a) It has full right and authority to enter, execute, deliver and perform its obligations under the Agreement, and has taken all requisite corporate, partnership, governmental, limited liability company and any other required action (as applicable) to approve the execution, delivery and performance of the Agreement;

(b) As of executing this Agreement, there is no litigation or governmental proceeding or investigation pending or, to the knowledge of such Party, threatened against such Party which may call into question the validity or hinder the enforceability or the performance of the Agreement;

(c) Its use of the fiber described in the Agreement will comply in all material respects with applicable government codes, ordinances, laws, rules, regulations and restrictions and such use will not adversely affect the normal operation of any adjacent communications facilities;

(d) Its execution of this Agreement will not violate applicable government codes, ordinances, laws, rules, regulations or restrictions; and

(e) Neither is required to give any notice to, or obtain any consent from, any federal, state or local Governmental Authority or other third Person in connection with the execution and delivery of this Agreement or the consummation or performance of the transactions contemplated herein.

11.2. Compliance with the Law. Each Party represents and warrants that it will perform its duties under the Agreement in compliance with all laws and regulations applicable to its use of the fiber.

11.3 Limited Warranty and Disclaimer of Implied Warranties. FLHSI WARRANTS THAT THE FLHSI INSTALLED CABLE AND FIBERS SHALL HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS AND SHALL BE FREE OF DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM ACCEPTANCE THEREOF BY THE CITY. FLHSI SHALL USE REASONABLE EFFORTS TO PROMPTLY REPAIR OR REPLACE ANY DEFECTIVE WORK. FLHSI MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE FLHSI INSTALLED CABLE. THE FOREGOING WARRANTY CONSTITUTES THE ONLY WARRANTY WITH RESPECT TO THE FLHSI INSTALLED CABLE AND THE TIMELY REPAIR AND MAINTENANCE OF THE FLHSI INSTALLED CABLE SHALL BE THE EXCLUSIVE REMEDY OF THE CITY WITH REGARD TO THERETO. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FLHSI SHALL IN NO EVENT BE LIABLE TO THE CITY FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER FOR ANY REASON HEREUNDER.

11.4 An IRU grantee's sole and exclusive remedy shall be repair (with new or functionally operative parts) or replacement of any defective portion of the grantor's fiber, pursuant to the maintenance obligations established in Section 8.0 above. An IRU grantor shall not be liable to the IRU grantee or its customers for any incidental, special, or consequential damages as a result of an interruption in service. Neither Party shall be liable to the other Party for any indirect, incidental, special, punitive or consequential damages (including, but not limited to, any claim from any customer for loss of services) arising under this Agreement or from any breach or partial breach of the provisions of this Agreement or arising out of any act or omission of, its directors, officers, employees, servants, contractors and/or agents. ~~Each Party shall include in any agreement with any third party relating to the use of the IRU Fiber, a waiver by such third party of any claim for indirect, incidental, special, punitive or consequential damages (including, but not limited to, any claim from any client or customer for loss of services) arising out of or as a result of any act or omission by each Party hereto, its directors, officers, employees, servants, contractors and/or agents.~~ Notwithstanding any other provisions of this Agreement, neither Party shall be liable for any damages (including without limitation, damages for harm to business, lost revenues, lost savings, or lost profits) claimed by the other Party or its end user customers or those to whom a Party has entered into leases with or to whom it has granted IRUs.

11.5 In addition to the foregoing warranties, FLHSI hereby assigns to the City, and the City shall have the benefit of, any and all contractors' and suppliers' warranties with respect to the installed fiber. The parties agree to cooperate with each other in the event that they have a similar warranty claim against contractor or supplier arising out of this Agreement.

12.0 INSURANCE

12.1 During the Term of this Agreement, FLHSI shall obtain and maintain the following insurance: (a) Commercial General Liability with combined single limit of not less than $5,000,000.00 each occurrence or its equivalent, which may be provided with Umbrella Coverage; (b) Worker's Compensation in amounts required by applicable law ~~and Employer's Liability with a limit of at least $1,000,000.00 each accident~~; and (c) comprehensive Automobile Liability including coverage for owned/leased, non-owned, hired and other vehicles with combined single limit of not less than $~~1,000~~500,000.00 each accident.

12.2. ~~During the Term, FLHSI shall obtain and maintain "all risk" property insurance in an amount equal to the replacement cost of its Grantee Equipment utilized in connection with an IRU in the fiber.~~

12.3. Unless otherwise agreed in writing by the Parties, all insurance policies shall be obtained and maintained with qualified reputable insurers and each Party shall, within ten (10) days after the Execution Date, provide the other Party with an insurance certificate confirming compliance with the requirements of this Section 12.0. FLHSI shall cause the City to be included as an additional insured on all policies required under this Section 12.0. FLHSI acknowledges that the City's Insurer does not allow private parties to be named as Additional Insured. The obligation to maintain the foregoing policies shall begin on the date of execution of this Agreement and shall extend throughout the Term of the Agreement. FLHSI shall likewise furnish the City with a certified endorsement(s) indicating that the City has been included as an additional insured under all relevant policies and showing that said policies may not be modified or cancelled without thirty (30) days written notice to the City.

12.4. In the event FLHSI fails to maintain the required insurance coverage and a claim is made or suffered, FLHSI shall indemnify and hold harmless the City, from any and all claims for which the required insurance would have provided coverage. It is hereby agreed and understood that the insurance requirements set forth above shall not be construed as a limitation of any potential liability on behalf of FLHSI.

13.0 INDEMNIFICATION AND HOLD HARMLESS

13.1. Each Party (the "Indemnifying Party") agrees to indemnify, defend and hold the other Party and its controlling persons, Affiliates, directors, officers, employees, agents and

representatives, successors and assigns (collectively, "Indemnified Parties" and individually, "Indemnified Party") harmless from and against any and all claims, demands, lawsuits, injuries, damages, liabilities, losses, costs and expenses (including but not limited to reasonable attorneys' fees and costs and expenses of trial and on appeal) ("Claims") arising out of, from, in connection with or related to (i) the acts or omissions of Indemnifying Party, its employees, agents, contractors or representatives in connection with the use or construction and installation of the Fiber; (ii) allegations that Indemnifying Party's use of the Fiber violates copyright and trademark infringement, libel, slander, defamation, literary and dramatic rights claims, privacy or publicity claims, and/or claims that the content violates federal or state law and (iii) violation by Indemnifying Party of any applicable regulation, rule, statute or court order of any Governmental Authority in connection with the performance by Indemnifying Party of its obligations or the exercise by Indemnifying Party of its rights under this Agreement. Notwithstanding the foregoing, Indemnifying Party shall have no obligation to indemnify an Indemnified Party against Claims directly attributable to the sole or gross negligence or willful action or intentional acts or omissions of such Indemnified Party. Further, City's indemnity is limited to the amount of its insurance coverage and its monetary liability under Fla. Stat. 768.28, whichever is less, and the City does not waive its sovereign immunity rights.

13.2. The Indemnified Parties shall provide Indemnifying Party with prompt, written notice of any Claim covered by this indemnification; provided that any failure of the Indemnified Parties to provide any such notice, or to provide it promptly, shall not relieve Indemnifying Party from its indemnification obligations in respect of such Claim, except to the extent the Indemnifying Party can establish actual prejudice and direct damages as a result thereof. The Indemnified Parties will cooperate appropriately with Indemnifying Party in connection with Indemnifying Party's evaluation of such Claim. Indemnifying Party shall defend, at Indemnifying Party's sole expense, the Indemnified Parties, at the Indemnified Party's request, against any Claim. Promptly after receipt of such request, Indemnifying Party shall assume the defense of such Claim with counsel reasonably satisfactory to the Indemnified Party. Indemnifying Party shall not make any non-monetary settlement or compromise without the Indemnified Parties' consent, which consent shall not be unreasonably withheld, and without an unconditional release of all claims by each claimant or plaintiff in favor of each Indemnified Party. Nothing herein shall be deemed to prevent the Indemnified Parties from participating in the defense and/or settlement of any Claims by Indemnified Parties' own counsel at its own expense. Notwithstanding the foregoing, should the Indemnified Parties elect to assume the defense of a Claim, the Indemnifying Party will nonetheless be liable to the Indemnified Parties for reasonable legal fees and expenses subsequently incurred by the Indemnified Parties in connection with the defense thereof.

13.3. Indemnifying Party's indemnity obligations hereunder shall survive the expiration or termination of the Agreement and remain operative and in full force and effect indefinitely

14.0 ASSIGNMENT

14.1 Each party agrees that it shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising under this Agreement to any Person(s) or entities whatsoever without the prior written consent of the other party and any attempt to assign or transfer without such prior written consent shall be void. Such consent may be withheld at the sole and absolute discretion of non-assigning party.~~shall not be unreasonably withheld~~. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

14.2 Each party agrees that, as a grantee of an IRU in fiber, that party shall not have the right, directly or indirectly, to assign its rights in the IRU to, or permit the use of the IRU by, or sell or lease services using the IRU to, an entity who plans to use the fiber to provide local exchange transmission services or for any commercial purposes. If either party violates the above restriction, and fails to cure such violation within thirty (30) days, or if such restriction shall be held to be invalid as a matter of law, then the IRU shall immediately cease and terminate, and full control of the IRU fiber shall revert to the grantor.

15.0 SEVERABILITY. Should any paragraph/section or any part of any paragraph/section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, the Parties agree to meet to discuss the impact of the court's decision and determine whether it is feasible for both Parties to continue with this Agreement without the benefit of the provision(s) deemed void, invalid, or unenforceable. If either party determines that it is not feasible to continue with this Agreement under such circumstances, the party shall have the right to terminate this Agreement by providing written notice to the other party, without penalty.

16.0 CHOICE OF LAW; VENUE. This Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such state shall govern the validity and interpretation of this Agreement and the performance due hereunder. The Parties agree that venue shall be exclusively in Brevard County, Florida, for all state court actions or disputes which arise out of or based upon this Agreement, and in Orlando, Florida for all federal court actions or disputes which arise out of or are based upon this Agreement.

17.0 INTEGRATION; MODIFICATION. The drafting, execution, and delivery of this Agreement by the Parties have been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties. Modifications of this Agreement shall only be made in writing signed by both parties.

18.0 ATTORNEY'S FEES. 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.

19.0 HEADINGS; SECTIONS; DAYS. All headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions. The words "section" and "paragraph" (and "subsection" and "subparagraph") are sometimes used interchangeably herein to reference provisions of this Agreement. Whenever this Agreement references the term "days," the term "days" shall mean calendar days, and if the deadline falls on a national holiday or weekend, the deadline shall be the next calendar business day.

20.0 WAIVER. Any waiver by either party of any breach or violation of the other party's responsibilities and obligations under this Agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violation.

21.0 NO JOINT VENTURE. No provision contained herein shall be construed as creating a joint venture between the Parties.

22.0 NOTICES. Any notice, request, instruction, or other document to be given as part of this Agreement shall be in writing and shall be deemed given under the following circumstances: when delivered in person; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall have given written notice as provided herein):

For City:	For FLHSI:
City of Cocoa John A. Titkanich, Jr., City Manager 65 Stone Street Cocoa, Florida 32922	Florida High Speed Internet Scott A. Carullo, President 1311 Bedford Drive Melbourne, Florida 32940
Phone: 321-433-8660 Fax: 321-433-8690	Phone: 321-205-1100 x 102 Fax: 321-205-1200

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

23.0 SOVEREIGN IMMUNITY. The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this

Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. FLHSI agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, as to any tort claim against the City, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

~~**24.0 PUBLIC RECORDS.** Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, FLHSI 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 FLHSI related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the FLHSI. 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 FLHSI 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. Upon request by the City, the FLHSI shall promptly supply copies of said Public Records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during normal business hours of the FLHSI be open and freely exhibited to the City for the purpose of examination and/or audit. Failure by FLHSI to grant such 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 FLHSI 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 FLHSI's failure to comply with this Section, the City shall collect from FLHSI prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against FLHSI. 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 FLHSI's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.~~

IN WITNESS WHEREOF, the City and **FLHSI** have set their respective hands on the day and year first below written.

WITNESSES: **CITY OF COCOA, FL**

_____ By: _____

Print Name: _____ Mayor Henry U. Parrish, III

Date: _____, 2017

_____

Print Name: _____

STATE OF FLORIDA

COUNTY OF BREVARD

I HEREBY certify that the foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Henry U. Parrish, III, as Mayor of the city of Cocoa, Florida, a Florida municipal corporation. He is personally known to me.

_____

Notary Public, State of Florida

Print Name _____

My commission expires:_____

WITNESSES: **BREVARD WIRELESS, INC.**

_____ By: _____

Print Name: _____ ~~Its:~~ Scott A. Carullo, President

Date: _____, 2017

_____

Print Name: _____

STATE OF FLORIDA

COUNTY OF BREVARD

I HEREBY certify that the foregoing instrument was acknowledged before me this _____ day of _____, 2017, by ~~_____~~, Scott A. Carullo, as ~~_____~~ President of Brevard Wireless, Inc., ☐ who is personally known to me, or ☐ who has produced _____ as identification.

_____

Notary Public, State of Florida

Print Name _____

My commission expires:_____

EXHIBIT A

City's Existing 144-Strand Fiber Backbone



EXHIBIT B

Fire Station No. 1 Extension

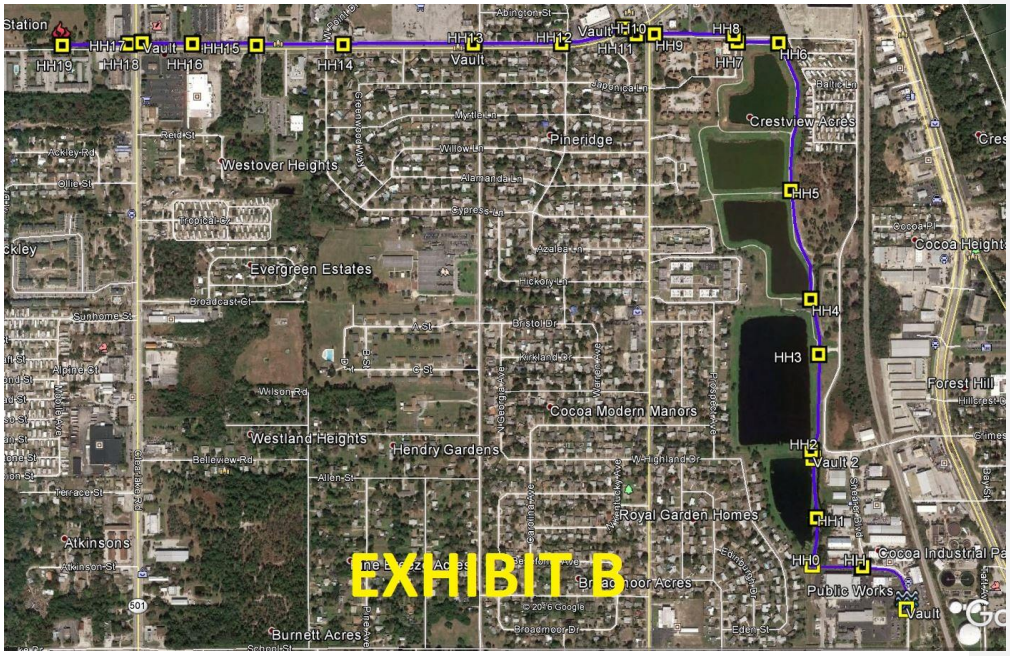


EXHIBIT C

Brunson Extension and Library Extension

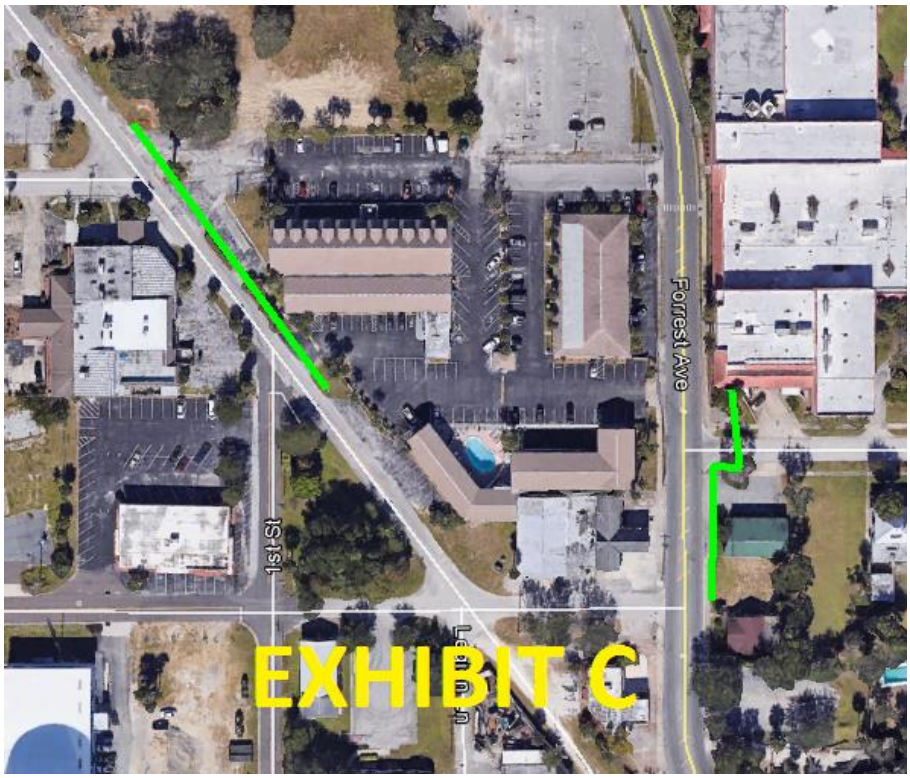


EXHIBIT D

Material & Installation Specifications

201-4.1 Fiber Optic Cable: Provide outside plant cable (OSP) cable suitable for installation in an underground conduit or direct bury environment including constant immersion in water for outdoor installations. All cable shall be loose-tube, non-metallic construction unless otherwise specified. The cable shall be provided and installed in continuous lengths. Fibers in the fiber optic cable shall be spliced and/or terminated as specified by owner / designer. Generally, though not always, straight splices will require the splicing of all fibers

All optical glass shall be of the same manufacturer.

The cable shall be capable of withstanding a minimum-bending radius of 10 times its outer diameter during operation and 20 times its outer diameter during installation without changing the characteristics of the optical fibers.

All fibers are to be Single-Mode unless specifically noted on plans by the owner.

The following table presents the optical requirements of the Single-Mode and Multi-Mode fiber:

Table 201-4.1 Optical Fiber Specifications

Parameters	**Single-Mode**	~~**Multi-Mode**~~
Type	Step Index	~~Graded Index~~
Core Diameter	8.3µm (Nominal)	~~62.5µm~~
Cladding Diameter	123µm	~~125µm~~
Core to Cladding Offset	≤ 0.8µm	~~≤ 1.5µm~~
Coating Diameter (OSP)	245µm +/-5µm	~~245µm +/- 5µm~~
Coating Diameter (IP)	900µm ± 15µm	-
Cladding Non-circularity	≤ 0.7%	-
Proof Tensile Test	100 kpsi (0.7 GN/m²)	-
Attenuation		-
@850nm (MM)	N/A	~~≤ 3.5 dB/km~~
@1300nm (MM)	N/A	~~≤ 1.0 dB/km~~
@1310nm (SM)	≤ 0.4 dB/km	~~N/A~~
@1550nm (SM)	≤ 0.3 dB/km	~~N/A~~
Bandwidth		-
@850nm (MM)	N/A	~~200~~
@1300nm (MM)	N/A	~~1000~~
Chromatic Dispersion		-
Zero Dispersion	1301.5/1321.5nm	-
Wavelength Zero		-

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Dispersion Slope	0.089 ps/(nm²-km)	-
Maximum Dispersion	3.3 ps/(nm•km) for 1285-1330nm <18ps/(nm•km) for 1550nm	- -
Cut-Off Wavelength	1260nm	-
Numerical Aperture		-
(EIA-455-47)	N/A	~~0.275~~

All optical fibers shall be proof tested by the fiber manufacturer at a minimum load of 100-kpsi. All optical fibers shall be 100% attenuation tested at the factory for compliance with performance specifications described herein. The attenuation data for each fiber shall be provided with each cable reel.

201-5 Fiber Optic Cable Outside Plant Cable (OSP): Unless specified otherwise, provide cable of a water-blocked, loose tube construction with buffer tubes wrapped around a dielectric central strength member. All fiber(s) shall be contained within buffer tubes, and each buffer tube shall have an inside diameter much greater than the total diameter(s) of the fiber(s) it supports. The fiber optic cable shall have a reverse oscillation or planetary stranding structure.

The buffer tubes shall be color coded in compliance with EIA/TIA-598 "Color Coding of Fiber Optic Cables". All fibers shall be color coded in compliance with EIA/TIA-598 "Color Coding of Fiber Optic Cables".

Jacket construction and the configuration of the groups shall be such that they can easily be separated at splice points, permitting one set of fibers to be cut and spliced while the others remain continuous.

Submit proposed cable designs for the owner approval prior to procurement and installation of cable plant if the cable is something other than what is normally used.

The cable shall have a water-block tape over the buffer tubes and throughout the remainder of the cable to prevent entry of water.

Each fiber or group of fibers shall be free-floating within the tubes such that all mechanically or environmentally induced stress placed upon the cable is de-coupled from the fibers. The air within the buffer tubes shall be displaced with a gel to prevent entry by water and to facilitate free movement of the fiber(s) within.

The cable shall be capable of withstanding a pulling tension of 2700 N (600 lbs) under load conditions and 600 N (135 lbs) under static conditions and a crush resistance of 220 N/cm (length of cable), without changing the characteristics of the optical fibers.

The outer jacket shall be UV and fungus resistant.

201-5.1 Cable Labeling Cables shall be distinguishable from each other by labeling. Cable tags similar to Blackbox 32785 shall be attached to the cable at each pullbox, pole attachment, or entry

into a termination facility. The jacket or sheath shall be marked with the manufacturer's name, date of manufacture, cable description, fiber count, and sequential measurement markings at least every 3-feet.

The cable shall be capable of withstanding the following environmental conditions:

Installation:	-30 degrees to +70 degrees
Storage:	-40 degrees to +70 degrees
Operation:	-40 degrees to +70 degrees

~~**201-5.2 Riser Cable, Multi-Mode OFNR**~~

~~**201-5.2.1 Riser Cables up to 24 Fibers:** In cables with more than one fiber, the fibers shall be stranded around a dielectric central member and surrounded by layered aramid yarns. The aramid yarns shall serve as the tensile strength member of the cable. A ripcord may be applied between the aramid yarns and the outer jacket to facilitate jacket removal. The outer jacket shall be extruded over the aramid yarns for physical and environmental protection.~~

~~**201-5.2.2 Riser Cables with More than 24 Fibers:** The buffered fibers shall be grouped in six fiber subunits. In each subunit, the individual fibers shall be stranded around a dielectric central member and surrounded by layered aramid yarns. A ripcord shall be incorporated in the subunit design to facilitate access to the individual fibers. The subunit jacket shall be extruded over the aramid yarns for additional physical and environmental protection. The subunits shall be stranded around a dielectric central member. A ripcord shall be inserted beneath the outer jacket to facilitate jacket removal. The outer jacket shall be extruded around the units for physical and environmental protection.~~

~~**201-5.2.3 Non-Plenum Applications.** The storage temperature range for the cable on the original shipping reel shall be 400C to +700C. The installation/operating temperature range for riser cables shall be -200C to +700C. Testing shall be in accordance with FOTP-3.~~

~~**201-5.3 Plenum Cable, Multi-Mode OFNP**~~

~~**201.5.3.1 Plenum Cables up to 24 Fibers:** The fibers may be stranded around a dielectric central member and surrounded by layered aramid yarns. The aramid yarns shall serve as the tensile strength member of the cable. A ripcord shall be applied between the aramid yarns and the outer jacket to facilitate jacket removal. The outer jacket shall be extruded over the aramid yarns for physical and environmental protection.~~

~~**201.5.3.2 Plenum Cables with 24 to 72 Fibers:** The buffered fibers shall be grouped in six fiber subunits. In each subunit, the individual fibers shall be stranded around a dielectric central member and surrounded by layered aramid yarns. A ripcord shall be incorporated in the subunit design to facilitate access to the individual fibers. The subunit jacket shall be extruded over the aramid yarns for additional physical and environmental protection. The subunits shall be stranded around a dielectric central member. A ripcord shall be~~

~~inserted beneath the outer jacket to facilitate jacket removal. The outer jacket shall be extruded around the units for physical and environmental protection.~~

~~**201.5.3.3 Plenum Cables with More than 72 Fibers:** The buffered fibers shall be grouped in twelve fiber subunits. In each subunit, the individual fibers shall be stranded around a dielectric central member and surrounded by layered aramid yarns. A ripcord shall be incorporated in the subunit design to facilitate access to the individual fibers. The subunit jacket shall be extruded over the aramid yarns for additional physical and environmental protection. The subunits may be stranded around a dielectric central member. A ripcord shall be inserted beneath the outer jacket to facilitate jacket removal. The outer jacket shall be extruded around the units for physical and environmental protection.~~

~~**201.5.3.4 Plenum Applications.** The storage temperature range for the cable on the original shipping reel shall be –400C to +700C. The installation/operating temperature range for plenum cables shall be 00C to +700C. Testing shall be in accordance with FOTP-3.~~

201-6 Installation Requirements: Utilize fiber optic cable installation techniques such that the optical and mechanical characteristics of the cables are not degraded at the time of installation.

201-6.1 Cable Pulling: Before starting any construction, all contractor personnel (including subcontractors) shall be thoroughly familiar with and shall comply with Occupational Safety and Hazard Act (OSHA) regulations, FDOT safety practices and policies, and the Florida State "One-Call" System requirements.

Perform the cable pulling operation in such a manner that the minimum-bending radius of the cable shall not be exceeded in the unreeling and pulling operations. Use entry guide chutes to guide the cable into the pull-box conduit ports. Utilize lubricating compound to minimize cable-to-conduit friction. Lubricating compound must be a water-based compound specifically produced for fiber optic cable lubrication. Lubricants such as dish soap and other substitutes are not allowed.

Corner rollers (wheels), if used, shall not have radii less than the minimum installation bend radius of the cable. A series array of smaller wheels can be used for accomplishing the bend if the cable manufacturer specifically approves the array. Continuously measure the cable pulling tension; the pulling process shall not be allowed to exceed the maximum tension specified by the manufacturer of the cable. Fuse links and breaks shall be used to insure during the pulling process the cable will not be subjected to pulling stresses exceeding exceed 2700 N (600 lbs).

When simultaneously pulling fiber optic cable with other cables, separate grooved rollers shall be used for each cable.

The contractor is permitted to use air-assisted blowing for the fiber optic cable installation within the conduit. Air-assisted blowing may consist of either the high air speed blowing (HASB) method or the piston method.

While using the HASB method, the volume of air passing through the conduit shall not exceed 600 cfm or that air pressure stipulated by the conduit manufacturer. In using the piston method,

the volume of air passing through the conduit shall not exceed 300 cfm or the conduit manufacturer's recommended air volume, whichever is more restrictive.

The contractor shall insure that the fiber optic cable procured for this project is flexible and approved by the cable manufacturer for air-assisted blowing installation methods. The

Contractor shall also be responsible for ensuring that the type of conduit procured for this project does not have physical characteristics that would disrupt the flow of air needed for proper cable installation (e.g., circumferential ribs or corrugations).

The conduit shall be able to hold up to 100 psi of air without leaks. Conduit splices are critical and must not reduce the interior diameter of the conduit. Aluminum couplers, suitable for air-assisted blowing of fiber optic cable, shall be used for both HASB and piston method cable installations.

A factory furnished lubrication, especially engineered for blowing methods of cable installation, shall be used, and regular cable-pulling lubricants will not be permitted for air-assisted blowing installation methods. Fiber optic simplex duct plugs used with air-assisted blowing installations shall require seals sized to the cable in order to prevent leakage from the pressure chamber around the entering cable.

General field procedures for air-assisted blowing installations of fiber optic cable shall be as follows:

- Ensure that the conduit system is properly installed with pressure-tight conduit splices. Test the conduit system prior to cable installation by sealing one end of the conduit and pressurizing the conduit using a sealed blowing machine. The conduit should not lose air pressure at any significant rate as determined by the owner.
- If using the HASB method, cap the front end of the cable to prevent it from hanging up in the conduit. Use air seals that fit properly around the outside diameter of the cable being installed.
- Clean, dry, and establish the airtight integrity of the conduit, by blowing a hard mandrel through the conduit to establish that the conduit is not crushed. Blow a tight-fitting foam carrier through the conduit at high pressure. The foam carrier should travel through at approximately 100 fps in a clean conduit. If excess water or dirt comes from the conduit, repeat the process. At the owner discretion, dry the conduit with dry airflow prior to cable installation.
- For the HASB method, inject the recommended amount of lubricant, and spread it by blowing another foam carrier through. For the piston method, inject the majority of the lubricant in front of the missile, with some lubricant placed behind it.
- Connect the blowing machine to the conduit. For HASB machines, hand feed approximately 100 feet of cable into the duct prior to closing and sealing the cable and air chamber on the blowing machine. For piston machines, attach the piston to the cable and insert the piston into the duct. For both installation methods, follow the machine manufacturer's instructions for all operations.
- Check all pneumatic and hydraulic hook-ups prior to increasing the air pressure.

- Keep cable ends sealed at all times during installation, using an approved cable end cap. Do not use tape to seal the cable end. The cable end shall remain sealed until termination takes place.
- Install fiber optic cable such that the optical characteristics are not degraded in any manner. Provide adequately trained personnel for the installation of the cable and for the fusion splicing. Test all fiber links.
- Provide sufficient slack for proper termination in the cabinet communications compartment for all cables that are not immediately terminated.

201-6.2 Cable Slack Requirements: Throughout the cable plant, pull and store excess cable slack at each pull box, splice box, hub, and each TMC or TOC. The following lengths of slack cable are minimums:

A. Fiber Pull Box 50 ft.
B. Fiber Splice Box 200 ft.
C. Bridge Barrier Wall 20 ft.
D. Device Cabinet 20 ft.
    a. Hub Building (Inside) 100 ft.
    b. TMC (OSP Entrance) 100 ft. Maximum
E. Equipment / Control Room 50 ft. Slack at FO Distribution Panel

-OR- AS SPECIFIED BY OWNER / DESIGNER

Provide proper storage of slack cable – both long term and short term. Do not leave slack cable lying free on the ground, bottom of a pull box, or floor of a Device Cabinet, Hub Building, or RTMC, except during the actual pulling process.

201-7 Detectable Tape/Tone Wire and Delineator Markers

201-7.1 Detectable Tape/Tone Wire: Provide a ~~Marking Tape and~~ Detectable Pull Tape location system comprised of two components:

~~1. Elastic PVC marked, 6-inch, tear resistant, corrosion resistant tape. The color of the tape shall be orange with "(Owner Designation)" (as required) FIBER OPTIC CABLE – CALL BEFORE DIGGING" printed every 3 feet in black letters and shall be buried between 12 to 18 inches below grade; and~~

~~2.~~1. A detectable pull tape or #14 AWG approved tracer wire will all be pulled in unison with the cable and left in all duct runs – not necessarily each duct.

201-7.2 Delineator Markers: Furnish delineator markers that are a tubular design, approximately (6) six feet (1.8 meters) long and constructed of high density polyethylene material. Provide delineator assemblies that are ultraviolet stabilized to help prevent components from color fading, warping, absorbing water and deterioration with prolonged exposure to the elements. Provide delineator posts with caps that are orange in color.

Provide text, including the contact number, that is hot stamped in black on a yellow reflective background material that will not fade or deteriorate over time. Provide delineator markers with a nominal message height of 15 inches (380 mm) and that contain the following test visible from all

directions as much as possible approaching the assembly: WARNING, FIBER OPTIC CABLES, BEFORE EXCAVATING OR IN AN EMERGENCY CALL 811 (owner designation). Markers shall be placed at each box location and every 500' or as directed by owner.

201-8 Fiber Optic Drop Cable (12 STR SM Pre-Terminated Assembly): The owner may allow use of pre-terminated drop cables for specific device connections to maintain the expandability of the infrastructure. Use a Field Installed or Factory Pre-Terminated / Encapsulated patch assembly which shall be specifically designed for network applications. The drop cable and patch panel assembly shall be supplied complete as one unit. The drop cable and patch panel assembly shall be manufactured either in the field or at the factory using customized lengths of drop cable specific to each installation location. It shall be the complete responsibility of the contractor to verify the length requirement for each pre-terminated drop assembly as defined by the location of each independent device cabinet and the trunk cable.

Provide a drop cable assembly comprised of a field terminated or factory terminated drop cable integrated into a protective housing and a custom length of drop cable. The Patch Panel shall be black in color and built of an ABS Plastic and shall have 4, 6 or 12 ST SM couplers (based on drop cable fiber count requirement) with ceramic inserts along the length of the housing. The couplers shall be configured in an arrangement to facilitate easy access to each coupler pair. Each coupler port shall have a label affixed to designate the port number and the fiber numbers terminated to that port respectively. The fiber optic connectors on the inside of the housing shall be constructed with all ceramic ferrules. A full 100% of the fiber terminations shall be optically and visually tested for attenuation and reflectance and shall exhibit an optical performance as stated in Table 201-9.1: Optical Termination Losses of this Technical Special Provision.

The housing shall incorporate a 2.5-inch minimum strain relief boot around the exiting drop cable to provide bend radius protection and short-term cable retention of at least 200 lb/ft. The housing shall have integrated mounting notches for field mounting.

201-9 Optical Splicing Requirements

201-9.1 Fusion Splicing: Utilize the fusion technique for all splices. Utilize fusion splicing equipment that has been cleaned, calibrated and specifically adjusted to the fiber and environmental conditions at the start of each shift. Provide splice enclosures, organizers and incidentals, and cable end preparation tools and procedures, compatible with the cable type being delivered.

201-9.2 Splice Protection: Each spliced fiber shall be packaged in a heat shrinkable splice protection sleeve with strength member. The protection sleeve shall cover the splice and any bare fiber stripped of its coating. The use of RTV or silicone is strictly prohibited.

201-9.3 Splice Enclosures: Provide outdoor optical splice enclosures capable of aerial, duct, or buried applications. The splice enclosure shall consist of an outer enclosure, an inner enclosure, and splice trays. The splice enclosure shall provide space-enabling entry of fiber optic cable

without exceeding the minimum bend radius of the cable. The splice enclosure shall be capable of through, branch, or mid-span type splice locations; however; all splice enclosure cable entry for this project shall be in butt configuration. All cables shall enter into the splice enclosure on only one side. This allows ease in cable handling, bend radius, and maximizes the space inside the communications box. Only one cable per entry port shall be allowed. Furnish and install the splice closure with the correct number of entry ports as dictated by each fiber optic splice location.

The splice enclosure shall be designed to permit selective fiber splicing (looping a backbone cable in and out while only cutting into the desired fibers – known as Mid- Span Splicing). Accomplish loose tube entry using a mid-access tool or split-entry tool.

The splice enclosure shall allow splicing of all fibers in the cables being terminated.

The outer enclosure shall be waterproof, re-enterable, and shall utilize an encapsulant between the inner and outer enclosure to prevent the ingress of moisture.

The inner enclosure shall be designed to protect the buffer tubes and the splice trays. The inner enclosure shall be re-enterable.

The splice trays within the inner enclosure shall be capable of accommodating the required number of splices including storage and protection of slack fiber.

201-9.4 Interconnect Centers: Furnish compact, modular interconnect centers designed to mount (rack or wall) inside the equipment cabinets. Design and size interconnect centers to accommodate all fibers entering equipment cabinets.

Provide splice trays that hold, protect, and organize optical fibers and that secure fibers inside the splice tray. Design and size splice trays that fit accordingly in the rack or wall mount unit that accommodate all fibers entering the splice tray and that will provide sufficient space to prevent micro-bending of optical fibers.

201-9.5 Splice Slack: A maintenance loop at each Pullbox or Fiber Optic splice box shall be at least 50 feet of cable (or as specified by owner / designer); this slack cable shall be coiled up and neatly placed in the splice box. This will allow for future splices in the event of a damaged splice. Additionally, every effort shall be made to maintain a minimum of 10 feet of cable from each cable entering the enclosure (i.e. 20 feet of trunk cable in mid-span splicing) shall be prepared and installed within the enclosure.

201-9.6 Spice Loss: Individual splice loss shall not exceed .15 dB loss.

201-10 Optical Termination Requirements: ST, SC, and LC fiber optic connectors are acceptable for use on each project and should be utilized by function in the following manner or as specified by the owner / designer. Utilize ST type Fiber Optic Connectors at the field device level. ST Connectors shall be comprised of a ceramic ferrule, nickel-plated zinc, or composite connector body to accommodate a field bayonet connection.

Utilize SC type Fiber Optic Connectors at Hub and TMC Equipment locations. SC Connectors shall be comprised of a ceramic ferrule, nickel-plated zinc, or composite connector body to accommodate interconnections.

Utilize LC type connectors for Network 100BaseF and Gigabit Switches. LC connectors shall meet the device optical interface for fiber type and size associated with this project.

~~See Table 684-9.1 Optical Cable Requirements above.~~

201-10.1 Patch Cords and Pigtails: Utilize factory pre-terminated assemblies that adhere to the applicable cable, cordage and fiber specifications stated within this Technical Special Provision. ~~All inside plant (IP) assemblies shall meet NEC jacketing requirements for this project's application and shall have outer jacket coloration of yellow for Single Mode.~~ All connectors used shall meet the requirements in Section 201-9. The connector shall accommodate the fiber type and size associated with this project.

No splices of any type are allowed within an assembly. Each assembly is to be individually packaged within a plastic bag, and that bag is to have the submitted manufacturer's part number marked clearly on the outside of said bag. Each assembly shall be labeled as directed by the owner.

Table 201-10.1: Optical Termination Losses

Connector Type	**Installation**	**Max Loss**	**Return Loss**
ST/SC/LC Single-Mode	Field	0.30dB	>.40dB
ST/SC/LC Single-Mode	Factory	0.25dB	>.45dB

EXHIBIT E

Acceptance Testing

201-11.1 Manufacturer's Test and Certification: Each reel of fiber optic cable shall be accompanied by the manufacturer's test data~~ showing the conformance to the requirements described in Section 201-3 of this Technical Special Provision.~~. The manufacturer's test data shall identify each fiber in each cable and list its factory-tested attenuation in dB/km. ~~This attenuation shall meet as a minimum, the attenuation requirements set forth in Table 201-3.1: Optical Fiber Specifications of this Technical Special Provision.~~

Ensure that each finished and installed fiber optic cable segment shall be traceable to the test date on file for each step in its manufacturing process.

~~Provide the owner five calendar days' advance notice of the date the cable will be ready for final testing so that the owner may be present at the tests if he/she so elects.~~

~~**201-11.2 Pre-Installation Tests (Reel Test):** Test the fiber optic cable at the site storage area prior to installation. Test each optical fiber in the cable from one end and one wavelength with an OTDR compatible with wavelength and fiber type. Check for continuity, length, anomalies, and approximate attenuation. Record each measurement with color, location and type of fiber measured. If the tested loss per kilometer exceeds the loss from the manufacturer's test data, the owner will reject the cable.~~

201-11.3 Post Installation Tests (Final Test): The owner considers this to be a significant item as part of this technical specification.

After installation (splicing and termination complete) and if specified, test the optical fiber in the cable again for the loss characteristics. Perform a full bi-directional test (using bi- directional averaging) on all terminated fibers using the Optical Time Domain Reflectometer (OTDR). No manual calculations of bi-directional averages are allowed. Test these fibers at both 1310 nm and 1550 nm and provide printouts and electronic files of the post installation tests.

Submit all of the above installation test data to the Owner / Engineer's System Manager as basis for acceptance.

Notify the owner in writing five calendar days in advance of the testing of the cable so that the owner, or its representative may be present for the tests, if the owner so elects.

Perform optical testing on fibers within each cable, including those extra fibers which the contractor elects to include above those invoiced, in order to meet the 100 percent fiber quality requirement as outlined in this Technical Special Provision.

Test result printouts shall include but not be limited to the following:

- Distance of trace
- Total Loss
- Splice Loss
- Cable ID

- Fiber ID
- Beginning Testing Location
- End of Fiber Testing Location
- Operator/Technician Name or Initials
- Date and Time test was performed
- Test Wavelength
- Test Pulse Width
- Refractory Index

The method of connectivity between the OTDR and each tested fiber shall be factory assembled patch cords, pulse suppression, or launch cables equal to a length of 150% of the Dead Zone as published by the OTDR manufacturer. The launch cable shall have the appropriate connectors to allow for connection to the terminated fiber port without the use of additional couplers.

~~**201-11.4 Test Procedure:** Prepare and submit a test procedure for the pre-installation and post-installation tests to the owner for approval.~~

Legislation Details (With Text)

File #:	17-406	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	9/6/2017			**In control:**	City Council
On agenda:	10/10/2017			**Final action:**	
Title:	Approve Task Order 2018-84 with CH2M for Project Management Assistance, Data/Invoice Review, and Strategic Planning in support of the Cross Connection Control Program (WS13BC). (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FY18 CCC Program Assistance Proposal TO 2018-84.pdf FY18 CCC Program TO 2018-84 Fee Breakdown.pdf Task Order 2018-84.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 6, 2017
Agenda Date: October 10, 2017
Prepared By: Chris M. Collier, Water Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2018-84 with CH2M for Project Management Assistance, Data/Invoice Review, and Strategic Planning in support of the Cross Connection Control Program (WS13BC)

BACKGROUND:

The City of Cocoa has $800K dedicated to the City's Cross Connection Control Program for FY 2018. This program includes the assessment, testing, repair and replacement of cross connection control devices as required and regulated by the Florida Department of Environmental Protection (FDEP). Through competitive bid B-2014-07-COC, a contract awarded to survey, test and repair cross connection control devices. This program will be continued annually as required by FDEP.

This task order will provide augmentation to City personnel through CH2M in the form of additional project oversight, quality control, and long-term strategic planning for the Cross Connection Control program for FY 2018. Tasks include monthly progress meetings, contractor coordination and oversight, data quality control, and assistance in planning for long-term activities associated with the results of surveying and testing of cross connection control devices.

Staff requests approval of Task Order 2018-84 with CH2M.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested:	$149,531
Account Number:	421-4025-536.46-00, WS13BC
Account Name:	Repairs and Maintenance
Source of Funds	Operating Revenue

PREVIOUS ACTION:

Award on September 23, 2014 to CH2M Task Order 2015-61 for FY15 CCC Program Assistance for City staff augmentation and support for CCC Program.

Award on September 8, 2015 to CH2M Task Order 2016-66 for FY16 CCC Program Assistance for City staff augmentation and support for CCC Program.

Award on September 27, 2016 to CH2M Task Order 2017-78 for FY17 CCC Program Assistance for City staff augmentation and support for CCC Program.

RECOMMENDED MOTION:

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

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City of Cocoa
Task Order 2018-84
FY18 Cross Connection Control Program Assistance

Services proposed by CH2M in this Task Order will be performed in accordance with the Agreement for Engineering Services for Water Supply, Treatment, Transmission and Distribution System Projects (AGREEMENT) approved by the City of Cocoa on November 11, 2008.

Scope of Services

The City of Cocoa has FY18 funding dedicated to the City's Cross Connection Control (CCC) Program. The City 's CCC Program implements the Florida Department of Environmental Protection (FDEP) requirements to survey, test, and maintain CCC devices within the City's distribution system. These requirements are intended to prevent water from unapproved sources from entering the City's potable water supply.

In June 2014, the City awarded a contract for field services to implement their CCC Program. The City has requested a continuation of support from CH2M to assist with Contractor oversight, quality control, public relations, and data management for the CCC Program. This assistance is a continuation of the support provided in FY17 under Task Order 2017-78.

Following is a detailed description of each task including key assumptions made in the development of the scope and level of effort.

Task 1 – Project Management Assistance

CH2M will provide project management assistance in the form of coordinating and monitoring monthly CCC Program progress, responding to Contractor questions, monitoring Contractor activities, and assisting in FY19 planning. This task will also include invoicing, status updates, and administrative assistance.

This task is expected to require four hours of technical support per week on Task 1.

Task 2 – Contractor Coordination and Documentation

CH2M will meet with WFO personnel and the CCC Program Contractor to update progress in surveying, testing, repairing, and replacing commercial and residential devices. CH2M will provide coordination, agendas, and documentation of all meetings. One meeting each month is anticipated.

This task also includes assistance in documenting customer interactions with CCC Contractor staff. CH2M will assist Utilities Staff with public notifications and updates. In addition, CH2M will provide coordination with the Contractor concerning daily field activities, unusual field discoveries, equipment needs, and miscellaneous assistance.

This task is expected to require three hours per week of technical support.

Task 3 – Data Management and Quality Control

CH2M will provide quality reviews of Contractor submitted data in order to verify accuracy and thoroughness of data and to ensure proper formatting of data for uploading to the City's GIS database. Contractor invoices will be reviewed against the Contractor approved data for verification of accepted quantities. CH2M will coordinate with the Contractor to correct any deficiencies or discrepancies in data or invoicing prior to submittal to the City.

CH2M will document and coordinate field activities required by WFO Staff to address anomalies and provide field review of CCC Contractor's data. In addition, CH2M will document any inconsistencies found in the City's CCC database, as determined in the field, and coordinate with City Staff on possible solutions and the documentation of any data update processes. CH2M Staff will provide a monthly report summarizing CCC Program activities and statistics.

CH2M will provide assistance to City Staff in implementation of infraMAP NOW (web-based field services software) and assist with data transfer from the existing software system, report writing, Contractor training, data updates, and database management.

This task is expected to require ten hours per week of technical support.

Task 4 – Strategic Planning Assistance

CH2M will assist City Staff with the planning and implementation of the long term strategic plan for the CCC Program. CH2M will assist the City in determining projects, process improvements, and resources required for the implementation of a future CCC Program activities. CH2M will provide coordination and documentation of all planning activities and vendor interactions.

This task is expected to require two hours of technical support per week.

Safety

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

CH2M will coordinate its health, safety and environmental program with the responsibilities for health, safety and environmental compliance specified in the contract for construction.

CH2M will coordinate with responsible parties to correct conditions that do not meet applicable federal, state and local occupational safety and health laws and regulations, when such conditions expose CH2M staff to unsafe conditions.

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

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

Schedule

This task will begin in October 1, 2017 or upon City Council approval, whichever is later, and continue through September 30, 2018.

Compensation

CH2M proposes to perform the work described herein on a Time and Material basis, with budgets between tasks being interchangeable. The estimated engineering fee including labor and expenses associated with the scope of work is not to exceed $149,531 as presented in the Exhibit A, below.

Exhibit A

Task Descriptions	Labor Hours	Labor Costs
Task 1 – Project Management/Contractor Management Assistance	208	$ 29,604
Task 2 – Contractor Coordination and Documentation	156	$ 20,949
Task 3 – Data Management and Quality Control	520	$ 76,518
Task 4 – Strategic Planning Assistance	104	$ 17,310
Labor Total:	988	$144,381
Expense Total:		$ 5,150
Grand Total:		$149,531

Acceptance

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

Approved for City of Cocoa

By _____

Title _____

Date _____

Accepted for CH2M HILL Engineers, Inc.

By _____

Title _____

Date _____

Task Order 2018-84 FY18 CCC Program Assistance Fee Breakdown

Per Diem Schedule Description	Task 1	Task 2	Task 3	Task 4	Total Hours	Rate	Amount
MId-Level Professional Engineer/Scientist/Consultant	156	104	416	104	780	$166.44	$129,823
Office	52	52	104		208	$69.99	$14,558
Hour Subtotals:	**208**	**156**	**520**	**104**	**988**		
Labor Subtotals:	**$29,604**	**$20,949**	**$76,518**	**$17,310**			**$144,381**
							$5,150
Task Total:	**$29,604**	**$20,949**	**$76,518**	**$17,310**			**$149,531**

Task Key	
Task 1	**Project Management Assistance**
Task 2	**Contractor Coordination and Documentation**
Task 3	**Data and Invoice Review**
Task 3	**Strateguc Planning**

Task Order Request Form

Consulting Services for Water Supply, Treatment, Transmission & Distribution

Name of CSA (Continuing Service Agreement)

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

Dept./Division Name: Utilities / WFO **Requestor:** Melinda Keesee Digitally signed by Melinda Keesee Date: 2017.09.06 12:39:41 -04'00' **Date:** 9/6/17

Project Number: WS13BC **Title:** Field Operations Technician

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

AMENDMENT

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

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

Total number of Amendments including this one: _____

Quote/Proposal #: 2018-84 **Dated:** 9/6/17 **Amount:** $ 149,531.00

☑ Quote Attached

John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2017.09.06 13:42:44 -04'00'

Director's Signature

Scope of Services / Justification for Amendment

The City 's CCC Program implements the Florida Department of Environmental Protection (FDEP) requirements to survey, test, and maintain CCC devices within the City's distribution system. These requirements are intended to prevent water from unapproved sources from entering the City's potable water supply.
In June 2014, the City awarded a contract for field services to implement their CCC Program. The City has requested a continuation of support from CH2M to assist with Contractor oversight, quality control, public relations, and data management for the CCC Program. This assistance is a continuation of the support provided in FY17 under Task Order 2017-78.

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

Documentation for Good Faith Estimate Attached ☐ Yes ☑ No

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

Task Order: ☐ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2018-84

Council Approval Required: ☑ Yes ☐ No

Reason Disapproved:

Date: 9/21/17 **Signature:** Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2017.09.21 15:14:59 -04'00' **Title:** Purchasing Manager

Sonja Hamilton-Suarez

Date: _____ **Signature:** _____ **Title:** City Manager

John A. Titkanich, Jr., AICP

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

Legislation Details (With Text)

File #:	17-407	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	9/6/2017			**In control:**	City Council
On agenda:	10/10/2017			**Final action:**	
Title:	Approve Task Order 2018-85 with CH2M to assist WFO in prioritizing asset replacement activities, scoping and preparing contract documents, managing outside services, organizing and utilizing asset data, and increasing staff collaboration and interactions. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FY18 WFO Assistance Proposal Task Order 2018-85.pdf FY18 WFO Assistance TO 2018-85 Fee Breakdown.pdf Task Order 2018-85.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 6, 2017
Agenda Date: October 10, 2017
Prepared By: Chris M. Collier, Water Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2018-85 with CH2M to assist WFO in prioritizing asset replacement activities, scoping and preparing contract documents, managing outside services, organizing and utilizing asset data, and increasing staff collaboration and interactions

BACKGROUND:

Over the past five years, the City has successfully implemented assessment programs such as the Valve and Hydrant Assessment Program, Valve Replacement Program, Cross Connection Control (CCC) Program and several pipeline condition assessment projects. These programs provide data critical to the successful implementation of a proactive asset management team within Water Field Operations (WFO). As part of the development of the asset management team and as support to WFO in maintaining the City's potable water distribution system, the City of Cocoa has requested that CH2M assist WFO in prioritizing asset replacement activities, scoping and preparing contract documents, managing outside services, organizing and utilizing asset data, and increasing staff collaboration and interactions. The services under this Task will include providing project and assessment information management assistance, development of quality control processes, and long -term strategic planning.

Staff requests approval of Task Order 2018-85 with CH2M.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested:	$142,003
Account Number:	421-4025-536.46-00
Account Name:	Repairs and Maintenance
Source of Funds	Operating Revenue

PREVIOUS ACTION:

Award on September 22, 2015 to CH2M Task Order 2016-68 to assist WFO in prioritizing asset replacement activities, scoping and preparing contract documents, managing outside services, organizing and utilizing asset data, and increasing staff collaboration and interactions.

Award on September 27, 2016 to CH2M Task Order 2017-77 to assist WFO in prioritizing asset replacement activities, scoping and preparing contract documents, managing outside services, organizing and utilizing asset data, and increasing staff collaboration and interactions.

RECOMMENDED MOTION:

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

City of Cocoa
Task Order 2018-85
FY18 Water Field Operations Division Support

Services proposed by CH2M in this Task Order will be performed in accordance with the Agreement for Engineering Services for Water Supply, Treatment, Transmission and Distribution System Projects (AGREEMENT) approved by the City of Cocoa on November 11, 2008.

Background

Over the past three years, the City of Cocoa Utilities Department has successfully implemented programs such as the Valve and Hydrant Assessment Program, Valve Replacement Program, Cross Connection Control (CCC) Program, and Water Quality Coordination and Support Services. These programs provide data critical to the successful implementation of a proactive asset management team within Water Field Operations (WFO).

This task order will provide augmentation to the City personnel on Repair and Maintenance (R&M) projects in the form of additional project management assistance, Contractor coordination and documentation of activities, data management, and quality control assistance for R&M Programs.

Scope of Services

CH2M will assist WFO in prioritizing asset replacement activities, scoping and preparing contract documents, managing outside services, organizing and utilizing asset data, and increasing staff collaboration and interactions. The services under this Task Order will include providing project and asset information management assistance.

Following is a detailed description of each task including key assumptions made in the development of the scope and level of effort.

Task 1 Project and Asset Management Assistance

CH2M will provide project management assistance in the form of documentation of asset management activities performed by WFO Staff, assistance with uploading of distribution system improvements to the GIS database, contracting and oversight of existing and new outside vendors/contractors, and collection and transfer of information and data to City personnel and GIS database. This task will also include invoicing, status updates, meeting management, data management, and administrative assistance.

CH2M will meet with WFO personnel to review internal field activities including assessments, replacements, and improvements of distribution assets. These meetings will include documentation of information regarding:

1. Recommended replacement/improvements of valves, hydrants, and pipelines, including assets that require further WFO investigations
2. Which assets can be repaired or replaced by City personnel
3. Which assets will be replaced by a licensed Contractor.

After each meeting, CH2M will document the results of ongoing and completed field investigations, decisions on dispositions of assets, and a list of required updates to the Utilities' asset databases. One meeting every month is anticipated.

This task is expected to require fourteen hours per week of technical support.

Task 2 Quality Control Process Assistance

CH2M will continue their assistance to WFO Staff in implementing the quality control processes for activities associated with distribution system asset replacement and/or repair. The processes will include technical guidance to WFO Staff on review of design documents, oversite and electronic documentation of field activities, use of work plans and scopes for distribution system improvements, engineering oversite and review of invoices. CH2M will provide assistance in the quality control processes.

This task is expected to require four hours per week of technical support.

Safety

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

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

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

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

Schedule

This task will begin in October 1, 2017 or upon City Council approval, whichever is later, and continue through September 30, 2018.

Compensation

CH2M proposes to perform the work described herein on a Time and Material basis, with budgets between tasks being interchangeable. The estimated engineering fee including labor and expenses associated with the scope of work is not to exceed $142,003 as presented in the Exhibit A, below.

Task Descriptions	Labor Hours	Labor Costs
Task 1 - Project and Assessment Information Management Assistance	728	$ 111,114
Task 2 – Quality Control Process Assistance	208	$ 29,604
Labor Total:	936	$140,718
Expense Total:		$ 1,285
Grand Total:		$142,003

Acceptance

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

Approved for City of Cocoa

By _____

Title _____

Date _____

Accepted for CH2M HILL Engineers, Inc.

By _____

Title _____

Date _____

Task Order 2018-85 FY18 WFO Assistance Fee Breakdown

	Hours		Total		
Per Diem Schedule Description	**Task 1**	**Task 2**	**Hours**	**Rate**	**Amount**
MId-Level Professional Engineer/Scientist/Consultant	598	156	754	$166.44	$125,496
Project Engineer/Scientist/Consultant	78		78	$101.84	$7,944
Office	52	52	104	$69.99	$7,279
Hour Subtotals:	**728**	**208**	**936**		
Labor Subtotals:	**$111,114**	**$29,604**			**$140,718**
Miscellaneous Expenses (travel, shipping, etc.):					**$1,285**
Task Total:	**$111,114**	**$29,604**			**$142,003**

Task Key	
Task 1	**Project and Assessment Information Management Assistance**
Task 2	**Quality Control Process Assistance**

Task Order Request Form

Consulting Services for Water Supply, Treatment, Transmission & Distribution

Name of CSA (Continuing Service Agreement)

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

Dept./Division Name: Utilities / WFO **Requestor:** Melinda Keesee Digitally signed by Melinda Keesee Date: 2017.09.06 12:57:32 -04'00' **Date:** 9/6/17

Project Number: **Title:** Field Operations Technician

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

AMENDMENT

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

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

Total number of Amendments including this one: _____

Quote/Proposal #: 2018-85 **Dated:** 9/6/17 **Amount:** $ 142,003.00

☑ Quote Attached

John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoatl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoatl.org Date: 2017.09.06 13:43:09 -04'00'

Director's Signature

Scope of Services / Justification for Amendment

Over the past four years, the City has successfully implemented assessment programs such as the Valve and Hydrant Assessment Program, Valve Replacement Program, Cross Connection Control (CCC) Program, Water Quality Support Services, and several pipeline condition assessment projects. These programs provide data critical to the successful implementation of a proactive asset management team within Water Field Operations (WFO). This task order will provide augmentation to the City personnel in form of additional project management assistance, Contractor coordination and documentation of activities, data management and quality control assistance including review of Contractor submitted data and invoices.
CH2M will also assist WFO in prioritizing asset replacement activities, scoping and preparing contract documents, managing outside services, organizing and utilizing asset data, and increasing staff collaboration and interactions. The services under this Task will include providing project and assessment information management assistance and long-term strategic planning.

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

Documentation for Good Faith Estimate Attached ☐ Yes ☑ No

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

Task Order: ☐ Approved ☐ Disapproved

Refer to this Task # on all documentation: _____

Council Approval Required: ☑ Yes ☐ No

Reason Disapproved:

Date: 9/21/17 **Signature:** Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2017.09.21 14:19:54 -04'00' **Title:** Purchasing Manager

Sonja Hamilton-Suarez

Date: _____ **Signature:** _____ **Title:** City Manager

John A. Titkanich, Jr., AICP

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

Legislation Details (With Text)

File #:	17-408	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	9/7/2017			**In control:**	City Council
On agenda:	10/10/2017			**Final action:**	
Title:	Approve Continuation of Work with Ace Flow Control, Longwood, Florida to Provide Cross Connection Control (CCC) Technical Field Services. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	B-14-07-COC Executed Agreement.pdf Bid B-14-07-COC Specifications.pdf B-14-07-COC Document.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 6, 2017
Agenda Date: October 10, 2017
Prepared By: Chris M. Collier, Water Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Continuation of Work with Ace Flow Control, Longwood, Florida to Provide Cross Connection Control (CCC) Technical Field Services

BACKGROUND:

The City of Cocoa Utilities Department maintains a Cross Connection Control (CCC) Program as regulated by the Florida Department of Environmental Protection (FDEP) and as described in the City of Cocoa's *Cross Connection Control Manual*. This program requires periodic inspections, surveys, testing, and documentation of backflow prevention assemblies and devices at residential and commercial customer sites to help eliminate and control actual or potential cross connections with the City's potable water distribution system. The City has approximately 7,000 commercial customers and approximately 73,000 residential customers.

In May 2014, the City Council awarded bid B-14-07-COC "CCC Program Services" to Ace Flow Control, Longwood, Florida to provide the services associated with the installation, testing, maintenance, and replacement of cross connection control devices. The contractor was issued a purchase order and commenced work on commercial backflows in July 2014. Subsequently City Council approved the continuation of work with Ace Flow Control for FY 2015, FY 2016, & FY 2017. During FY 2018, Ace Flow Control will continue to focus on the testing, repair, and replacement of commercial/high hazard devices, and completing the residential surveys/testing.

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At this time, Utilities Department staff recommends approval of the continuation of work with Ace Flow Control under bid B-14-07-COC per the approved duration of three years with two, two-year renewals.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested:	$650,000
Account Number:	421-4025-536.46-00, WS13BC
Account Name:	Repairs and Maintenance
Source of Funds	Operating Revenue

PREVIOUS ACTION:

In May 2014, the City Council awarded B-14-07-COC CCC Program Services to Ace Flow Control, Longwood, Florida to provide the services associated with the installation, testing, maintenance, and replacement of cross connection control devices.

In September 2014, the City Council approved the Continuation of Work for FY 2015 with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services.

In September 2015, the City Council approved the Continuation of Work for FY 2016 with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services.

In September 2016, the City Council approved the Continuation of Work for FY 2017 with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services.

RECOMMENDED MOTION:

To Approve a Continuation of Work of with Ace Flow Control, Longwood, Florida to Provide Cross Connection Control (CCC) Technical Field Services.

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Section 00500
FORM OF AGREEMENT
BID NO. B-14-07-COC

Cross Connection Control Program Services

This Agreement made and entered into on the 15th day of May, 2014, by and between Ace Flow Control, 853 Waterway Place, #101, Longwood, Florida, 32750, hereinafter called the contractor and the City of Cocoa, a municipal cooperation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the City.

Witnesseth that the Contractor and the City, for the Consideration herein-after named, agree as follows:

ARTICLE 1. SCOPE OF WORK - The Contractor shall furnish all labor, equipment and materials and perform all work described in the Bidding/Contract Documents and Drawings, and shall do everything required by this agreement and the contract documents.

ARTICLE 2. COMMENCEMENT - The Contractor will be required to commence work under this contract within sixty (60) calendar days after the date of receipt by him of Notice to Proceed or Purchase Order.

ARTICLE 3. THE CONTRACT SUM - The City will pay the Contractor for performance of the contract, subject to additions and deductions provided therein, in current funds as shown in the **Section 00300 BID FORM/SCHEDULE OF UNIT PRICING**.

ARTICLE 4. PROGRESS PAYMENTS - Partial payments calculated from completed work in place and acceptable to the City at the unit bid prices will be made on/or about the 15th of each month on pay estimates based on the previous month's progress. The Contractor shall, after the first of each month, submit invoice for materials used and work performed for the previous month. The owner will certify all invoices before presenting them for payment. A form of pay estimate, stating that the bill is fair and equitable and in exact accord with contract prices will be utilized for pay purposes. Included in each invoice, the contractor shall: (1) Provide evidence that he is actually paying for the materials that he has been paid for, and (2) Provide evidence that he is actually paying subcontractors for services that he has been paid for.

ARTICLE 5. THE CONTRACT DOCUMENTS - The Notice to Contractors, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Proposal, Agreement, and Unit Prices form the contract and they are as fully as part of this contract as if the same were hereto attached or herein repeated. Unless otherwise provided in the Contract Documents, any conflicts between the aforementioned documents shall be resolved in order of priority established in the City of Cocoa's purchasing manual at the time this Agreement is executed by both parties.

ARTICLE 6. LIABILITY INSURANCE -

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:
It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:
It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $1,000,000 and with a deductible not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:
It is required that individuals and firms contracting with the City of Cocoa and who own licensed motor vehicles, that will be utilized in connection with any City contract or job, maintain automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is further required that individuals and firms contracting with the City of Cocoa who lease, rent, or borrow licensed motor vehicles, that will be utilized in connection with any City contract or job, be required to maintain non-owned or hired automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:
Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

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

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

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

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:
For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun.

ARTICLE 7. Not Applicable. **PERFORMANCE/PAYMENT BOND** - The contractor shall furnish to the City concurrently with the execution of this contract a Performance/Payment Bond equal to 100% of the bid in the penal sum of $ __0_____ with good and sufficient sureties, conditioned upon the performance of this contract by the Contractor in accordance with the terms and conditions hereof, within the time herein provided and with the additional obligation that such Contractor shall promptly make payment to all persons supplying him, labor, materials, and supplies, used directly by said Contractor in the prosecution of the work provided for in this contract.

ARTICLE 8. Not Applicable. **ACCEPTANCE AND FINAL PAYMENT** - Upon receipt of written notice that the work is ready for final inspection and acceptance, the Owner will promptly make such inspection and when he finds the work acceptable under the contract and the contract fully performed, he will promptly issue a final certificate, over his own signature, stating the work provided for in this contract has been completed and acceptance by him under the terms and conditions thereof is recommended and the entire balance found to be due the Contractor will be paid to the Contractor at the office of the City within twenty (20) days after the date of said final certificate. Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills and other indebtedness connected with the work have been paid. The making and acceptance of the final payment shall not constitute a waiver of any claims of the city against the Contractor, including, but not limited to, claims arising for defective or faulty work, warranty work, unsettled liens, or the failure of the Contractor to correctly comply with the job specification. A Consent of Surety for the release of the final payment will be required.

ARTICLE 9. **ATTORNEY FEES AND COSTS** - Should any dispute or legal action arise out of this agreement or the obligations stated herein, or any dispute or action is based upon this Agreement or any of its provisions, the prevailing party shall be entitled to recover its reasonable attorney fees, expenses and costs incurred in connection with such a dispute or action, including, without limitation, its attorney fees and costs through appeals.

ARTICLE 10. **FULLY NEGOTIATED AGREEMENT** - This agreement has been fully negotiated in an arms length transactions and neither party has been coerced in any manner to execute this agreement. In Each party has opportunity to employ legal counsel and seek legal advice from such counsel with respect to this agreement, its obligations, terms and limitations.

ARTICLE 11. **SEVERABILITY** - If any provisions of this agreement is declared or deemed invalid, unenforceable or lawful by any tribunal or court of competent jurisdiction, such provision shall be deemed automatically modified to conform to the requirements for validity as declared at the time, and as so modified, shall be deemed a provision of this agreement as though originally included herein. In the event that the provision invalidated is of such nature that it cannot be so modified, the provision shall be deemed deleted and withdrawn from this agreement as though the provision had never been included herein. In either event, the remaining provisions of this agreement shall remain in full force and effect.

ARTICLE 12. **VENUE AND GOVERNING LAW** - The parties agree that the venue shall be exclusively in Brevard County, State of Florida, for disputes or actions which may arise out of or are based upon this agreement. This agreement shall be governed by the laws of the State of Florida where it is deemed, made and executed.

ARTICLE 13. **MODIFICATIONS AND ENTIRE AGREEMENT** - This agreement may only be modified, altered or amended in whole or in part, by written instrument setting forth such changes and signed by all parties hereto. This agreement constitutes the entire agreement and understanding between the parties, and oral communications and understandings are hereby deemed void and merged into this agreement.

ARTICLE 14. **NOTICES** - Unless otherwise stated herein, all notices to the parties to this agreement shall be in writing, certified mail, return receipt request, at the address listed above.

ARTICLE 15. **BINDING EFFECT** - This agreement shall be binding upon the parties, heirs, assigns, personal representatives, executors and successors.

ARTICLE 16. **WAIVER** - Any waiver of any breach or violation of either party's obligations under this agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violations.

ARTICLE 17. **INDEPENDENT CONTRACTOR** At all times during the term of this Agreement, Contractor shall be considered an independent contractor and not an employee of the City.

ARTICLE 18. **CHANGE ORDERS** Any and all change orders required under this Agreement shall be approved, in writing, by the City prior to Contract performing, or not performing, the work specified in the change order.

ARTICLE 19. **SOVEREIGN IMMUNITY** Nothing contained in this Agreement shall be constructed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statues, or other limitations imposed on the City's potential liability under state or federal law.

ARTICLE 20. **DEFAULT BY CONTRACTOR**

(a) The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

i. 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 promptly takes and diligently pursues such action as are necessary therefore; or

ii. 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

iii. Contractor has acted grossly negligent, as defined by general and applicable law, in performing the services hereunder; or

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

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

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

ARTICLE 21. **TERMINATION**

Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement, without penalty, if: (a) Contractor is in default pursuant to Article 20, Default by Contractor; (b) Contractor makes a general assignment for the benefit of its creditors; (c) Contractor fails to comply with any condition or provision of this Agreement; or (d) 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. 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.

This Agreement may be cancelled by either party with thirty (30) days written notice to the other party.

ARTICLE 22. INDEMNIFICATION

(a) For all services performed pursuant to this Agreement, the Contractor agrees to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees and officers from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through any and all administrative, trial and appellate proceedings), directly or indirectly arising from:

i. Any default under this Agreement by Contractor; and
ii. Any negligent act, omission or operation of work related to all services performed under this Agreement by Contractor, and its employees, principals, agents, independent contractors, and consultants.

(b) The indemnification provided above shall obligate the Contractor to defend as its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees and officers to the services under this Agreement whether the services be performed by the Contractor or anyone directly or indirectly employed by them. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included this indemnification provided herein, as long as said fees are no greater than at a rate of $200 per hour.

ARTICLE 23. CORPORATE REPRESENTATIONS BY CONTRACTOR - Contractor hereby represents and warrants to the City the following:

(a) Contractor is duly registered 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 the Agreement.

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

ARTICLE 24. NO JOINT VENTURE 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.

ARTICLE 25. THIRD PARTY RIGHTS Nothing in this Agreement shall be constructed to give any rights or benefits to anyone other than City and Contractor.

ARTICLE 26. ASSIGNMENT

(a) 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.

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

(c) 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.

(d) 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

CONTRACTOR

Signed and sealed by the Contractor I the presence of:

BY_____
(CONTRACTOR)

ATTEST: _____

CITY OF COCOA

Signed and sealed by the City in the presence of:

BY: _____
John A. Titkanich, Jr., City Manager

ATTEST: _____
Joan Clark, MMC, City Clerk

SPECIFICATIONS

BID NO. B-14-07-COC

Introduction:

The City of Cocoa Water Field Operations Division (WFO), representing the City of Cocoa Utilities Department, is soliciting proposals for cross connection control (CCC) technical services as part of an on-going CCC Program. The CCC Program requires periodic inspections, surveys, testing and documentation of backflow prevention assemblies and devices to help eliminate and control actual or potential cross connections. The Program provides for the installation, maintenance, and operation of cross connection control devices that will systematically and effectively prevent the contamination of the potable water distribution system.

Definitions:

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "City" to mean the City of Cocoa, a political subdivision of the State of Florida.
2. The words "WFO Project Manager" to mean the City of Cocoa Water Field Operations (WFO) Manager or designee who is responsible for ensuring that the Cross Connection Control Program is meeting the City's expectations and who possesses the ability to determine/assign the areas of operation.
3. The word "Proposer" to mean the person, firm, entity or organization submitting a response to this Solicitation.
4. The word "Contractor" to mean the Proposer that receives any award of a contract from the City of Cocoa as a result of this Solicitation, also to be known as "the prime Contractor."
5. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor and/or materials, in connection with the Services to the City, whether directly or indirectly, on behalf of the Contractor.
6. The words "Scope of Services" to mean the details of the work to be performed by the Contractor.
7. The word "Solicitation" to mean this Request for Qualifications (RFQ) document, and all associated addenda and attachments.
8. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation and the resulting Contract.
9. The acronym "WFO" is an abbreviation for the City of Cocoa Utilities Department Water Field Operations.
10. The acronym "TREEO" is an abbreviation for the University of Florida's Center for **T**raining, **R**esearch and **E**ducation for **E**nvironmental **O**ccupations.
11. The acronym "ASSE" is an abbreviation for the **A**merican **S**ociety of **S**anitary **E**ngineers.
12. The acronym "FDEP" is an abbreviation for the **F**lorida **D**epartment of **E**nvironmental **P**rotection.
13. The acronym "CCC" is an abbreviation for **C**ross **C**onnection **C**ontrol.
14. The acronym "AWWA" is an abbreviation for **A**merican **W**ater **W**orks **A**ssociation

The following is a description of the services discussed herein:

1. **CCC site survey** shall include, but not be limited to, identification of meter number and address, the hazard assessment level (as defined in the City of Cocoa's *Cross Connection Control Manual* and *AWWA Manual M14)* and any recommended CCC device upgrades. The contractor is responsible for notifying and scheduling site inspections to ascertain the hazard level when necessary. It is assumed that the contractor will use sound judgment when an interior building inspection is warranted. Interior inspections will require approval by the WFO Project Manager prior to contractor inspection.
2. **CCC device testing** shall include, but not be limited to, the following services: on-site testing customer notification, device testing by TREEO certified staff and certified Fire Inspector (when

required), identification of meter number and address, submission of executed test report, and documentation of all testing data. All testing shall meet the requirements of FDEP, AWWA, ASSE, City of Cocoa and device manufacturer's recommendations.

3. **CCC device repair** shall include, but not be limited to, the following items: repair notification, on-site repair of device, documentation of all repair data, and a successful testing of the device once the repair is complete. Any repair of CCC devices, 2 ½" and larger, shall include all rubber parts. All replaced parts of CCC devices, 2 ½" and larger, shall be bagged and tagged in the field and returned to WFO. All repairs shall include a one year warranty on parts and labor.

4. **Replacement of CCC devices** shall include, but not be limited to, the following items: replacement notification to City and customer, on-site replacement of device, coordination with WFO to obtain new CCC device, flushing through newly installed device, delivery of removed CCC device to WFO, documentation of all repair data, and submission of device test report as defined above.

5. **Replacement of water meters** shall include, but not be limited to, the following items: replacement notification to City and customer, on-site replacement of device, coordination with WFO to obtain new water meter, flushing through newly installed meter, delivery of removed water meter to WFO, documentation of meter readings (new and replaced), and submission of certification of proper installation.

Background:

The City of Cocoa WFO is seeking a firm to provide technical services on their CCC Program as regulated by the FDEP and as described in the City of Cocoa's Cross Connection Control Manual. The City has approximately 7,000 commercial customers and approximately 73,000 residential customers. CCC devices in the City of Cocoa potable water distribution system are associated with and, typically, located adjacent to the customer's water meter. Typical residential water meters are ¾-inch diameter. Commercial water meters can range in size from ¾-inch to 10-inch diameter. An estimate of the breakdown by diameter of **commercial water meters** is as shown in Exhibit 1 below.

Exhibit 1. Commercial Potable Water Meter Sizes

Commercial Meter Size	Estimated % of Total Commercial Meters
3/4"	52%
1"	22%
1.5"	13%
2"	11%
3"	1%
4"	0.6%
6"	0.3%
10"	0.1%

For above ground CCC devices, the City is responsible for operating and maintaining the water system up to and including the piping leg and in-ground 90-degree or 45-degree fitting on the customer's side of the CCC device. For CCC devices below grade, the City is responsible for operating and maintaining up to and including the CCC device. All piping systems beyond these points are owned and maintained by the Property Owner.

Objective:

The City is seeking a Contractor to provide technical services in order to support the City of Cocoa Utility Department's CCC Program in meeting or exceeding the CCC regulations as established by FDEP. These services shall include the survey, testing, and/or repair of a minimum of seven thousand (7,000) CCC devices per year, including CCC devices associated with fire suppression water lines. The Contractor shall be prepared to expand their services to meet or exceed any future regulatory requirements.

As part of this contract, the City may request that the Contractor replace water meters. The Contractor shall be capable of providing installation services within a two (2) week period of the request(s).

Minimum Qualification Requirements:

The following information shall be provided by the Proposer as part of the ITB package.

1. The Proposer shall provide a list of a least five (5) current or recently completed similar program services provided within the State of Florida within the past five (5) years with other public or private agencies.
2. The Proposer shall provide a list of at least three (3) client references to include organization name, contact person, telephone number(s), and address.
3. The Proposer shall provide information on the background and experience of the proposed management and service team including subcontractors, including employee's names, their assignments/roles, experience, and certifications, (i.e. TREEO, State certified Fire Contractor 1 or 2).
4. The Proposer shall be prepared to provide the following information for WFO Project Manager review and approval to the City of Cocoa Utilities Department within seven (7) calendar days following receipt of Notice to Proceed/Original Purchase Order.
    1. Detailed written information on their data management operations, including, but not limited to, an example of the information and data formatting of survey results, testing, repair and replacement of devices.
    2. Detailed written information on the method(s) of uploading and downloading information to the City and the City's Representatives.
    3. Standard operating procedures (SOP) for management, oversight, security, and quality control of technical services and data management.
    4. A copy of certifications for all team members including the following:
        a. Proposed management and service team including employee's names, resumes, TREEO certifications, and their assignments/roles.
        b. Proposed State certified Fire Contractor 1 or 2 and associated certifications.

Scope of Services:

Contractor shall comply with all current applicable requirements established by the City's *Cross Connection Control Manual*, AWWA, FDEP, Florida Building Code, and Federal, State and Local laws, rules, regulations, permits, codes, ordinances and statutes which govern this type of service. In case of conflict between authorities having jurisdiction, the most stringent requirement shall govern. Contractor's proposal shall reflect the most stringent requirement.

The Contractor shall provide the City with the following service components:

1. Conduct quarterly project review meetings with the City of Cocoa WFO Cross Connection Control/Backflow Prevention Project Staff. Prepare an agenda for each meeting. Prepare and distribute meeting minutes to all attendees.
2. Provide electronic reports every two weeks to select WFO staff that include, at a minimum, the following information:
    a. Number of tests, surveys, and repairs of City CCC devices conducted both during the previous 2 weeks and cumulatively.
    b. Results of all surveys and tests conducted over the past 2 weeks including any suggested cross connection control improvements.
    c. A minimum of one digital photograph of each inspection and/or repair of a cross control connection device will be submitted with the results of all surveys and tests conducted. Photographs shall be geocoded with longitude, latitude, and elevation included in the properties of each photo. The photos will be delivered in jpg form at minimal file size to be specified by the City. The photos will clearly show the meter serial number and validate the reports.
    d. List of sub-contractors employed by the Contractor during the past 2 weeks.
    e. List of outstanding Contractor invoices.
    f. List of outstanding Contractor issues awaiting WFO resolution.

g. Three-week look ahead on anticipated work, including CCC device assessments, database transfers, and software coordination activities.

3. Contractor's software system shall allow the transfer of data from their system to the City's XC2 database or as a tab delimited text file that can be appended directly to the water meter records contained in the City's existing GIS database. Contractor shall facilitate a regularly scheduled transmittal of data as determined by the WFO Project Manager. Tab delimited formatting for site survey files, testing files, and repair or replace files is included at the end of this specification in Tables 1, 2, and 3.
4. Contractor shall be able to report the data through a web browser interface from the site of CCC field services as required by the City, including transfer of geocoded photographs.
5. Contractor shall provide data on all surveys including the following minimum information: water meter number, business name (commercial surveys only), address of customer, location of meter on site, hazard level with associated explanation, recommended backflow device for site, and any recommended cross connection control improvements.
6. Contractor shall provide data on all testing including the following minimum information: water meter number, business name (commercial surveys only), address of customer, location of meter on site, test results and any cross connection control repairs performed at the site.
7. Contractor shall provide data on all field repairs including the following minimum information: water meter number, business name (commercial testing only), address of customer, location of meter on site, and type of repairs performed at the site. All repaired devices shall be retested at time of repair. All replaced parts on CCC devices, 2 ½" or larger, shall be tagged and bagged in the field and returned to WFO prior to invoicing for these repairs.
8. Contractor may provide data on all CCC device replacements including the following minimum information: water meter number, business name (commercial testing only), address of customer, location of meter on site, type of CCC device installed, and certified test results. WFO will provide CCC devices for replacement. Contractor shall return replaced device to WFO. Contractor shall coordinate replacement needs with WFO Project Manager. WFO may request that the Contractor purchase replacement devices. The Contractor shall be reimbursed for these devices at cost.
9. Contractor may provide data on all water meter replacements including the following minimum information: water meter number and meter reading of meter being replaced, water meter number and meter reading of meter being installed, business name (commercial replacements only), address of customer, location of meter on site, and verification of proper installation. WFO will provide water meters for replacement. Contractor shall return replaced meter to WFO. Contractor shall coordinate replacement needs with WFO Project Manager. WFO may request that the Contractor purchase replacement meters. The Contractor shall be reimbursed for these meters at cost.
10. Contractor shall maintain oversight, quality assurance, insurance, and security for all employees and sub-contractors.
11. Contractor shall coordinate with WFO to determine which CCC assemblies will be surveyed and/or tested.
12. Contractor shall be prepared to provide services outside of regularly scheduled work hours when requested by the Customer or by the WFO Project Manager at no additional costs. These requests shall not exceed 2% of total CCC devices to be surveyed, tested, and/or repaired.
13. Contractor may choose to provide services outside of regularly scheduled work hours at no additional cost to the Owner. Contractor shall provide written notification to Owner two (2) weeks prior to modifying work hours. Regularly scheduled work hours are defined as Monday through Friday, 7:00 a.m. to 3:30 p.m., excluding City Holidays.
14. Contractor shall provide public relations assistance to WFO through customer on-site communications and assistance with written notifications to customers as deemed necessary. Written notification letters will be provided by the City.
15. Contractor shall provide a draft monthly invoice for review by the WFO Project Manager. This draft invoice shall be supported by data that has been approved and accepted by the WFO Project Manager.
16. Contractor shall provide warranty services on all repaired CCC devices for one year following the date of repair.

Price Proposal:

All **Contractor Unit Costs** and **Labor Hours** as listed below shall include administrative costs, insurance and bonding, fleet management and maintenance, public relations assistance, weekly reporting, data management, monthly meetings, start-up costs, and any other costs associated with performing the technical services described herein.

Estimated quantities below are given only as a guideline for preparing this bid and should not be construed as representing actual quantities of CCC devices to be surveyed, tested, repaired and/or installed under this contract. Contractor shall assume that up to fifty (50) percent of all CCC devices will require repair. All repairs shall require successful re-testing by the Contractor at no additional cost.

Contractor unit cost for surveys shall include residential and commercial surveys.

All repair parts on devices two (2) inches and smaller shall be included in the testing and repair costs proposed by the Contractor.

All repair parts on CCC devices larger than two (2) inches shall be invoiced at the cost paid by the Contractor. Documentation of these costs shall be provided as part of the Contractor invoices. Contractor shall be paid for any services associated with each repair per the schedule below; no additional expenses will be considered.

The City may provide all replacement CCC devices and water meters that may be required by the Contractor. All devices and meters being replaced shall be tagged per City requirements and returned to the WFO Project Manager. The City reserves the right to perform replacement services on CCC devices. The Contractor will be notified when CCC device replacement services will be provided by the City. The City may request that the Contractor purchase replacement devices and meters. The Contractor shall be reimbursed for these devices and meters at cost.

Costs for replacement of all CCC devices and water meters shall include associated installation labor, ancillary piping and hardware, verification of proper operation, testing of the new device, and any coordination required with WFO including travel to/from the WFO warehouse. Types of CCC devices to be installed will include double check valve assemblies (DCVA), double check detector assembly (DCDA), pressure vacuum breakers (PVB), reduced pressure zone assemblies (RPZ), and double check backflow meter assemblies (Neptune T-10). Presently, Neptune T-10 assemblies constitute approximately 350 total installed devices. The type of replacement device shall be based on the information provided by the CCC survey or as required by WFO Project Manager.

Contractor Unit Costs for Water Meter Replacement will not be counted in the Total Costs for this Price Proposal.

Contractor Unit Costs for Surveys

Survey

Line Number	Number of Devices	Unit Cost	Total Cost
1	7,000	$13.60	$95,200.00

Contractor Unit Costs for CCC Devices, 2" and Smaller, *Excluding Fire Lines*

Testing and Repair

All repair parts on devices two (2) inches and smaller shall be included in the testing and repair costs proposed by the Contractor.

Line Number	Number of Devices	Unit Cost	Total Cost
2	5,800	$37.25	$216,050.00

Replacement

City of Cocoa may provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, successful testing of the new device and any coordination required with WFO including travel to/from the WFO warehouse. The City may request that the Contractor purchase replacement devices. The Contractor shall be reimbursed for these devices at cost.

Line Number	Type of Device	Number of Devices	Labor Cost per Device	Total Cost
3	All	200	$95.00	$19,000.00

Contractor Unit Costs for CCC Devices, 2 1/2" and Larger, *Excluding Fire Lines*

Testing

Line Number	Number of Devices	Unit Cost	Total Cost
4	400	$45.00	$18,000.00

Labor Costs for Repair

All repair parts on CCC devices larger than two (2) inches shall be invoiced at the cost paid by the Contractor. Documentation of these costs shall be provided as part of the Contractor Invoices. Contractor shall be paid for any services associated with each repair per the schedule below; no additional expenses will be considered.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
5	All	2 ½ - 4	25	$190.00	$4,750.00
6	All	6	25	$356.25	$8,906.25
7	All	8	25	$403.75	$10,093.75
8	All	10	25	$570.00	$14,250.00

Replacement

City of Cocoa may provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, testing of the new device, and any coordination required with WFO including travel to/from the WFO warehouse. The City may request that the Contractor purchase replacement devices. The Contractor shall be reimbursed for these devices at cost.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
9	All	2 ½ - 4	3	$1,160.00	$3,480.00
10	All	6	3	$1,540.00	$4,620.00
11	All	8	3	$1,920.00	$5,760.00
12	All	10	3	$1,920.00	$5,760.00

Contractor Unit Costs for *Fire Line* CCC Devices, 2" and Smaller

Testing and Repair

All repair parts on devices two (2) inches and smaller shall be included in the testing and repair costs proposed by the Contractor.

Line Number	Number of Devices	Unit Cost	Total Cost
13	400	$57.90	$23,160.00

Replacement

City of Cocoa may provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, testing of the new device, and any coordination required with WFO including travel to/from the WFO warehouse. The City may request that the Contractor purchase replacement devices. The Contractor shall be reimbursed for these devices at cost.

Line Number	Type of Device	Number of Devices	Labor Cost per Device	Total Cost
14	All	10	$114.00	$1,140.00

Contractor Unit Costs for *Fire Line* CCC Devices, 2 1/2" and Larger

Testing

Line Number	Number of Devices	Unit Cost	Total Cost
15	400	$80.00	$32,000.00

Labor Costs for Repair

All repair parts on CCC devices larger than two (2) inches shall be invoiced at the cost paid by the Contractor. Documentation of these costs shall be provided as part of the Contractor Invoices. Contractor shall be paid for any services associated with each repair per the schedule below; no additional expenses will be considered.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
16	All	2 ½ - 4	25	$332.50	$8,312.50
17	All	6	25	$380.00	$9,500.00
18	All	8	25	$570.00	$14,250.00
19	All	10	25	$760.00	$19,000.00

Replacement

City of Cocoa may provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, successful testing of the new device and any coordination required with WFO including travel to/from the WFO warehouse. The City may request that the Contractor purchase replacement devices. The Contractor shall be reimbursed for these devices at cost.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
20	All	2 ½ - 4	3	$1,160.00	$3,480.00
21	All	6	3	$1,540.00	$4,620.00
22	All	8	3	$1,920.00	$5,760.00
23	All	10	3	$1,920.00	$5,760.00

Total Proposal Costs

Line Number	Total Cost
1	$95,200.00
2	$216,050.00
3	$19,000.00
4	$18,000.00
5	$4,750.00
6	$8,906.25
7	$10,093.75
8	$14,250.00
9	$3,480.00
10	$4,620.00
11	$5,760.00
12	$5,760.00
13	$23,160.00
14	$1,140.00
15	$32,000.00
16	$8,312.50
17	$9,500.00
18	$14,250.00
19	$19,000.00
20	$3,480.00
21	$4,620.00
22	$5,760.00
23	$5,760.00

Grand Total $532,852.50

Five Hundred Thirty Two Thousand Eight Hundred Fifty Two and 50/100 Dollars

(Grand Total Written in words)

Contractor Unit Costs for Water Meter Replacement

Replacement

City of Cocoa may provide replacement meters. Costs for replacement of all water meters shall include associated installation labor, ancillary piping and hardware, verification of proper operation, successful testing of the new meter, and any coordination required with WFO including travel to/from the WFO warehouse. The City may request that the Contractor purchase replacement devices. The Contractor shall be reimbursed for these devices at cost.

Line Number	Size (in)	Labor Cost per Meter
1	½ - 2	$100.00
2	2 ½ - 10	$400.00

SUBMIT BID TO:		INVITATION TO BID		
CITY OF COCOA FINANCE DEPARTMENT PURCHASING DIVISION 65 Stone St. COCOA, FLORIDA 32922 Third Floor, Room 311 **PH: 321-433-8833**		**Bidder Acknowledgement** *FORM NO. 00019*		
	BUYER: **HANK ROWAN**	TELEPHONE #: 321-433-8833	FAX #: 321-433-8860	

MAILING DATE:	BID TITLE:	BID NUMBER:
Monday, March 03, 2014 @ 2:30p.m.	Cross Connection Control (CCC) Program Services	B-14-07-COC

BID SUBMITTAL DATE AND TIME:	BID OPENING TIME AND LOCATION:	BIDS RECEIVED AFTER SUBMITATAL DATE AND TIME WILL NOT BE ACCEPTED
Thursday, April 10, 2014 @ 2:30 p.m.	3:00 p.m. Purchasing Division Office, Cocoa City Hall, 65 Stone St. Cocoa, FL 32922, Third Floor, Room 311	

PRE BID DATE, TIME AND LOCATION (IF APPLICABLE):	TIME:	DATE:
Purchasing Division Office, Cocoa City Hall, 65 Stone St. Cocoa, FL 32922, Third Floor, Room 311	9:30 AM	March 18, 2014

BIDDER NAME: Nils Humberg Enterprises, LLC. DBA Ace Flow Control

MAILING ADDRESS: 853 Waterway Pl, #101

CITY-STATE-ZIP: Longwood, FL 32750

EMAIL ADDRESS: nhumberg@aceflowcontrol.com

TELEPHONE NO: (407) 574-7208

FAX NO: (407) 403-6793

AUTHORIZED SIGNATURE (MANUAL):

TITLE: President

TYPED/PRINTED NAME: Nils Humberg

DATE: 03-31-14

BIDDER'S CERTIFICATION

I certify that I have carefully examined the instructions to Bidder/general Conditions, Invitation to Bid, Specification, and any other documents accompanying or made a part of this Invitation. I Further certify that all information contained in this bid is truthful to the best of my knowledge and belief and that I am duly authorized to submit this bid on behalf of the vendor/contractor and that the vendor/contractor is ready, willing, and able to perform if awarded the bid.

In compliance with this Invitation to Bid, and subject to all conditions herein, I hereby offer and agree to furnish the goods and /or services specified in the Invitation at the prices or rates quoted in my bid, including the following:

a. Bid prices will remain firm for a period of ninety (90) days in order to allow the City adequate time to evaluate the bids.

REASON FOR NO BID (Check all boxes that apply):	Method bidder was informed of bid (check appropriate box):
☐ Not enough bid response time ☐ Specification unclear ☐ Our company does not handle this item/service ☐ Our company does not submit bids to Municipalities ☐ Other: (please explain)	☐ Received invitation by direct mail ☐ Viewed posted legal ad on bulletin board ☐ Viewed bid posting on Internet home page ☐ Read legal ad in newspaper ☒ Viewed through bid reporting service ~~☐ Other: (please explain)~~ N.H.

1 SUBMISSION OF BIDS. All bids/proposals shall be submitted in a sealed envelope. The bid/proposal number, title and opening date shall be clearly displayed on the outside in the left hand corner of the sealed envelope. The delivery of the said bid/proposal to the City of Cocoa Purchasing Department prior to the specified submittal date and time is solely and strictly the responsibility of the bidder. Any bid/proposal received in the

Section 00300 REVISED

BID FORM

Cross Connection Control (CCC) Program Services

BID NO. B-14-07-COC

Proposal of Nils Humberg Enterprises, LLC. DBA Ace Flow Control
(Name)

853 Waterway Pl, #101, Longwood, FL 32750
(Address)

to furnish all materials, service, equipment, and labor required, for Cross Connection Control (CCC) Program Services as specified in the bid documents.

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

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

Price Proposal:

All **Contractor Unit Costs** and **Labor Hours** as listed below shall include administrative costs, insurance and bonding, fleet management and maintenance, public relations assistance, weekly reporting, data management, monthly meetings, start-up costs, and any other costs associated with performing the technical services described herein.

Estimated quantities below are given only as a guideline for preparing this bid and should not be construed as representing actual quantities of CCC devices to be surveyed, tested, repaired and/or installed under this contract. Contractor shall assume that up to fifty (50) percent of all CCC devices will require repair. All repairs shall require successful re-testing by the Contractor at no additional cost.

Contractor unit cost for surveys shall include residential and commercial surveys.

All repair parts on devices two (2) inches and smaller shall be included in the testing and repair costs proposed by the Contractor.

All repair parts on CCC devices larger than two (2) inches shall be invoiced at the cost paid by the Contractor. Documentation of these costs shall be provided as part of the Contractor invoices. Contractor shall be paid for any services associated with each repair per the schedule below; no additional expenses will be considered.

The City will provide all replacement CCC devices and water meters that may be required by the Contractor. All devices and meters being replaced shall be tagged per City requirements and returned to the WFO Project Manager. The City reserves the right to perform replacement services on

CCC devices. The Contractor will be notified when CCC device replacement services will be provided by the City.

Costs for replacement of all CCC devices and water meters shall include associated installation labor, ancillary piping and hardware, verification of proper operation, testing of the new device, and any coordination required with WFO including travel to/from the WFO warehouse. Types of CCC devices to be installed will include double check valve assemblies (DCVA), double check detector assembly (DCDA), pressure vacuum breakers (PVB), reduced pressure zone assemblies (RPZ), and double check backflow meter assemblies (Neptune T-10). Presently, Neptune T-10 assemblies constitute approximately 350 total installed devices. The type of replacement device shall be based on the information provided by the CCC survey or as required by WFO Project Manager.

Contractor Unit Costs for Water Meter Replacement will not be counted in the Total Costs for this Price Proposal.

Contractor Unit Costs for Surveys

Survey

Line Number	Number of Devices	Unit Cost	Total Cost
1	7,000	$ 13.60	$ 95,200.00

Contractor Unit Costs for CCC Devices, 2" and Smaller, *Excluding Fire Lines*

Testing and Repair

All repair parts on devices two (2) inches and smaller shall be included in the testing and repair costs proposed by the Contractor.

Line Number	Number of Devices	Unit Cost	Total Cost
2	5,800	$ 37.25	$ 216,050.00

Replacement

City of Cocoa will provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, successful testing of the new device and any coordination required with WFO including travel to/from the WFO warehouse.

Line Number	Type of Device	Number of Devices	Labor Cost per Device	Total Cost
3	All	200	$ 95.00	$ 19,000.00

Contractor Unit Costs for CCC Devices, 2 1/2" and Larger, *Excluding Fire Lines*

Testing

Line Number	Number of Devices	Unit Cost	Total Cost
4	400	$ 45.00	$ 18,000.00

Labor Costs for Repair

All repair parts on CCC devices larger than two (2) inches shall be invoiced at the cost paid by the Contractor. Documentation of these costs shall be provided as part of the Contractor Invoices. Contractor shall be paid for any services associated with each repair per the schedule below; no additional expenses will be considered.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
5	All	2 ½ - 4	25	$ 190.00	$ 4,750.00
6	All	6	25	$ 356.25	$ 8,906.25

7	All	8	25	$ 403.75	$ 10,093.75
8	All	10	25	$ 570.00	$ 14,250.00

Replacement

City of Cocoa will provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, testing of the new device, and any coordination required with WFO including travel to/from the WFO warehouse.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
9	All	2 ½ - 4	3	$ 1,160.00	$ 3,480.00
10	All	6	3	$ 1,540.00	$ 4,620.00
11	All	8	3	$ 1,920.00	$ 5,760.00
12	All	10	3	$ 1,920.00	$ 5,760.00

Contractor Unit Costs for *Fire Line* CCC Devices, 2" and Smaller

Testing and Repair

All repair parts on devices two (2) inches and smaller shall be included in the testing and repair costs proposed by the Contractor.

Line Number	Number of Devices	Unit Cost	Total Cost
13	400	$ 57.90	$ 23,160.00

Replacement

City of Cocoa will provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, testing of the new device, and any coordination required with WFO including travel to/from the WFO warehouse.

Line Number	Type of Device	Number of Devices	Labor Cost per Device	Total Cost
14	All	10	$ 114.00	$ 1,140.00

Contractor Unit Costs for *Fire Line* CCC Devices, 2 1/2" and Larger

Testing

Line Number	Number of Devices	Unit Cost	Total Cost
15	400	$80.00	$ 32,000.00

Labor Costs for Repair

All repair parts on CCC devices larger than two (2) inches shall be invoiced at the cost paid by the Contractor. Documentation of these costs shall be provided as part of the Contractor Invoices. Contractor shall be paid for any services associated with each repair per the schedule below; no additional expenses will be considered.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
16	All	2 ½ - 4	25	$ 332.50	$ 8,312.50
17	All	6	25	$ 380.00	$ 9,500.00
18	All	8	25	$ 570.00	$ 14,250.00
19	All	10	25	$ 760.00	$ 19,000.00

Replacement

City of Cocoa will provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, successful testing of the new device and any coordination required with WFO including travel to/from the WFO warehouse.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
20	All	2 ½ - 4	3	$ 1,160.00	$ 3,480.00
21	All	6	3	$ 1,540.00	$ 4,620.00
22	All	8	3	$ 1,920.00	$ 5,760.00
23	All	10	3	$ 1,920.00	$ 5,760.00

Total Proposal Costs

Line Number	Total Cost
1	$ 95,200.00
2	$ 219,050.00
3	$ 18,000.00
4	$ 18,000.00
5	$ 4,750.00
6	$ 8,906.25
7	$ 10,093.75
8	$ 14,250.00
9	$ 3,480.00
10	$ 4,620.00
11	$ 5,760.00
12	$ 5,760.00
13	$ 23,160.00
14	$ 1,140.00
15	$ 32,000.00
16	$ 8,312.50
17	$ 9,500.00
18	$ 14,250.00
19	$ 19,000.00
20	$ 3,480.00
21	$ 4,620.00
22	$ 5,760.00
23	$ 5,760.00

Grand Total 532,852.50

Five Hundred Thirty Two Thousand Eight Hundred Fifty Two and 50/100 Dollars

(Grand Total Written in words)

Contractor Unit Costs for Water Meter Replacement

Replacement

City of Cocoa will provide replacement meters. Costs for replacement of all water meters shall include associated installation labor, ancillary piping and hardware, verification of proper operation,

successful testing of the new meter, and any coordination required with WFO including travel to/from the WFO warehouse.

Line Number	Size (in)	Labor Cost per Meter
1	½ - 2	$ 120.-
2	2 ½ - 10	$ 400.-

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

The undersigned also agrees as follows:

1) The undersigned Bidder also agrees to commence the work with an adequate force and equipment within sixty (60) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order.

2) Contract shall continue for three (3) consecutive years with two (2) options to renew this Contract for two (2) additional years, for a total of seven (7) years.

3) Any deviation(s) in the specifications must be so indicated on form number 00311 (EXCEPTIONS TO SPECIFICATIONS/CLARIFICATIONS).

4) The Contractor shall procure and shall maintain the City's insurance requirement during the life of this Contract. (See Section 0070 General Conditions)

Receipt of Addenda Number(s) 1 & 2 is acknowledged.

Dated this 8th day of April, 2014.

Nils Humberg Enterprises, LLC DBA Ace Flow Control
(Company or Corporation Name)

853 Waterway Pl, #101
(Street or P.O. Box)

Longwood, FL 32750
(City, State and Zip Code)

(407) 574-7208
(Area Code and Phone Number)

(407) 403-6793
(Area Code and Fax Number)

nhumberg@aceflowcontrol.com
(Email Address)

By Nils Humberg, President
(Name Printed and Title)

(Signature)

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Nils Humberg who, after first being sworn by me,

affixed his/her signature in the space provided above on this 08th day of

April, 2014.

(Notary Public)

My commission Expires: 3/7/15

VICTOR VAZQUEZ
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE055163
Expires 3/7/2015

Legislation Details (With Text)

File #:	17-418	**Version:** 1	**Name:**		
Type:	Resolution		**Status:**	Consent Agenda	
File created:	9/18/2017		**In control:**	City Council	
On agenda:	10/10/2017		**Final action:**		
Title:	Approve the Resolution waiving the competitive bidding process by reason of Sole Source for Sunstate; Approve an FY2018 Budget Resolution to transfer funds in the amount of $11,870 from 421-1515-536.46-00 (Repairs & Maintenance) account to 421-1515-536.64.15 (Capital IT Hardware); Approve the capital improvement purchase of field data collection devices through Sunstate Meter & Supply, Inc. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	SSR-FN-Sunstate Meter & Supply, Inc (9-18-17) Sunstate Meter & Supply Ranger Quote Budget Resolution 2018.docx FY18 - BAF-FN-Neptune Trimble Ranger (10-10-17)~ Agenda 17-418.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 15, 2017
Agenda Date: October 10, 2017
Prepared By: Jessica Dovale, Utility Customer Service Manager
Through: Teri Butler, CGFO, Finance Director
Requested Action:
Approve the Resolution waiving the competitive bidding process by reason of Sole Source for Sunstate, approve an FY2018 Budget Resolution to transfer funds in the amount of $11,870 from 421 -1515-536.46-00 (Repairs & Maintenance) account to 421-1515-536.64.15 (Capital IT Hardware), approve the capital improvement purchase of field data collection devices through Sunstate Meter & Supply, Inc.

BACKGROUND:

The Field Services Division, responsible for collecting utility billing field data, has been using the Itron system of handheld data collection devices for many years. In 2012, City Council approved the purchase of 20 Itron units with associated software and peripheral hardware. These five-year old handheld units are nearly obsolete, prone to breakdown, and Itron announced the end of support for existing equipment to be December 31, 2021. Field Service personnel have explored other handheld data collection devices to include the upgraded version of the Itron handheld device as well as the comparable Neptune Trimble Ranger 3XE.

The meter reading is done by grouping meters into routes. As the City began installing radio read meters, initially efforts focused maintaining the routes as either all having manual meters or all having a radio read meter. Over time and out of necessity some routes have become mixed and have both manual and radio meters in the same route; however, some of these radio read meters are still being manually read in the routes that are primarily manual.

We currently utilize the Neptune MRX920 unit and N Sight R900 software for reading the Neptune radio meters. Staff is familiar with this software and it is already integrated with our billing software. The Neptune Trimble Ranger 3XE is the only handheld data collection device that can collect both a manual meter reading entered by the keypad and an electronic read captured via RF as the Meter Reader walks by. If there is a radio meter in a manual route the Meter Reader will walk by it and not stop to read it manually as the reading will be collected by the handheld device through RF. As meter routes become more mixed with radio and manually read meters, this makes the meter reading task more efficient as we will no longer need to manually read radio meters within these mixed routes.

The Neptune Trimble Ranger 3XE is the only device that is capable of reading Neptune radio meters and is only available through the authorized reseller of Neptune products, Sunstate Meter & Supply, Inc. In FY2017 we paid Itron $11,553.19 for the annual maintenance on the handheld devices, peripheral hardware equipment, and software. The Neptune Trimble Ranger 3XE comes with a 2 year warranty and it is anticipated after the warranty expires the annual maintenance on these handheld devices will be $7,896.

Initially it was planned to purchase 14 devices; however, that provision would not supply any backup meter reading devices in the event a device was sent in for repair. If procurement and implementation of the Neptune Trimble Ranger 3XE was completed in Q1 of FY2018 the budgeted funds for annual maintenance of the Itron device in the amount of $11,870 in account #421-1515-536.46-00 are requested to be transferred to Capital IT Hardware account #421-1515-536.64-15 to facilitate the procurement of two (2) additional Neptune Trimble Ranger 3XE devices for a total of sixteen (16) devices.

During the month of September, 2017, several Meter Readers tested the Neptune Trimble Ranger 3XE device in the field. Information Technology assisted us with configuring the test device and working out any known concerns or issues. The feedback from Meter Readers was overwhelmingly positive although the device is slightly larger than the Itron they are familiar with.

Staff is requesting approval of a Resolution to waive the competitive bidding process by reason of Sole Source for the purchase of the following from Sunstate Meter & Supply, Inc.:

Sixteen (16) replacement Neptune Ranger handheld data collection devices for $95,200.00
Sixteen (16) charging and communications cradles for $7,760.00
Two (2) days of on-site system training for $2,500.00

Existing annual maintenance for radio read data collectors and software has also been budgeted for $6,450 in FY2018.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

Budgeted Yes (Partially)

New Devices
Amount Requested $11,870
Account Number 421-1515-536.64-15
Account Name IT Hardware

Source of Funds: 421-1515-536-46-00 $11,870
Repair and Maintenance (Itron)

Amount Requested $91,090
Account Number 421-1515-536.64-15
Account Name IT Hardware

Amount Requested $2,500
Account Number 421-1515-536.55-00
Account Name Training

The Devices Total: $105,460

Maintenance Agreement for 2 Data Collectors
Amount Requested $6,450 (existing maintenance on radio read equipment)
Account Number 421-1515-536.46-00
Account Name Repairs & Maintenance

Estimated FY2019 and subsequent annual years, pending budgetary approval:

Amount Requested $16,000
Account Number 421-1515-536.46-00
Account Name Repairs & Maintenance

PREVIOUS ACTION:

On November, 23, 2012 Cocoa City Council approved the resolution to waive the competitive bidding process by reason of sole source purchase and approved the capital improvement purchase of field data collection devices through Itron.

RECOMMENDED MOTION:

Approve the Resolution waiving the competitive bidding process by reason of Sole Source for Sunstate, approve an FY2018 Budget Resolution to transfer funds in the amount of $11,870 from 421

-1515-536.46-00 (Repairs & Maintenance) account to 421-1515-536.64.15 (Capital IT Hardwar, approve the capital improvement purchase of field data collection devices through Sunstate Meter & Supply, Inc.

Jessica Dovale

From: Jeff Kimbrough <kimbrough.jeff@gmail.com> on behalf of Jeff Kimbrough <jeff@kimbroughsales.com>
Sent: Tuesday, August 22, 2017 12:36 PM
To: Jessica Dovale
Subject: Sunstate Meter & Supply: Quote #11601

Sunstate Meter & Supply, Inc.

14001 W. Newberry Road
Newberry, Fl. 32669

Jeff Kimbrough -- Sales Representative

Voice: 352-516-9791
Nextel:
Email: jeff@kimbroughsales.com
Fax: 352-735-3603

Account 100135
Quotation 11601
August 22nd, 2017

Jessica Dovale
City of Cocoa

Re: Neptune Ranger Handheld Device W/R900 RF Meter Receivers

Listed below are the prices that you have requested:

Part #	Description	Qty	Price	Ext
13462-000	Neptune, Trimble Ranger 3XE Handheld W/HR2650i R900 Receiver*	16	$5,950.00	$95,200.00
13461-001	Neptune, Trimble Ranger 3 Charging & Communications Cradle	16	$485.00	$7,760.00
12674-001	Neptune, Ranger/R900 Handheld On-Site System Training (2 Days)	1	$2,500.00	$2,500.00
			Total	**$105,460.00**

*Neptune Ranger Handheld device provided with 2 years of free warranty/maintenance coverage. Optional annual warranty/maintenance coverage available at the end of initial 2-year warranty for $564.00 each.

Shipping included.

Pricing firm until 12/31/2017.

We appreciate your continued interest in our products. If you have any questions or if I can be of any further service please do not hesitate to contact me.

Jeff Kimbrough
Sunstate Meter & Supply, Inc.

Click here to report this email as spam.

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: Finance | DATE PREPARED: 10/02/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 11,870)	421-1515-536.46-00		Repairs & Maintenance	$ 18,445	$ 18,445	$ 6,575	$ 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
($ 11,870)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 11,870	421-1515-536.64-15		IT Hardware	$ 91,090	$ 91,090	$ 102,960	$ 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
$ 11,870	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The replacement of the Itron devices has been planned for FY2018. It was intended to purchase 14 Neptune Ranger devices; however, this does not permit for any "extra" devices should device failures occur as we have 14 Meter Readers. It would be prudent to purchase two back-up devices to negate any downtime for the meter reading function. It is suggested the procurement and implementation of the Neptune Ranger devices to occur Q1 of FY2018, thus the Itron annual maintenance funds are being requested to transfer to Capital IT Hardware to support the procurement of two additional devices. Agenda-17-418

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 10/10/17 *RESOLUTION #:* 2017-101

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

9/20/17 Jessica Dovale Digitally signed by Jessica Dovale Date: 2017.09.20 14:17:38 -04'00'	10/3/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.10.03 13:20:58 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
10/3/17 Teri Butler Digitally signed by Teri Butler Date: 2017.10.03 08:33:10 -04'00'	10/3/17 Lora Howell Digitally signed by Lora Howell Date: 2017.10.03 13:31:27 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/20/17 - IT

Legislation Details (With Text)

File #:	17-427	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	9/21/2017			**In control:**	City Council
On agenda:	10/10/2017			**Final action:**	
Title:	To approve Task Order 2018-86 with CH2M Hill Engineers, Inc. for SCADA Support for Routine Maintenance and On-call Services of the Wonderware Archestra SCADA System. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-(2018-86) CH2M HILL- 9.27.17 -$175000 (UT) .pdf Cocoa SCADA Routine Services FY18 SOW 091217.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 21, 2017
Agenda Date: October 10, 2017
Prepared By: Joyce Williams, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To approve Task Order 2018-86 with CH2M Hill Engineers, Inc. for SCADA Support for Routine Maintenance and On-call Services of the Wonderware Archestra SCADA System

BACKGROUND:

The City of Cocoa has performed a major upgrade to their Supervisory Control and Data Acquisition (SCADA) system. This system is the main control system for the water treatment, well field pumping, and distribution pump stations. This task order provides assistance to the City to support the SCADA system including periodic maintenance, troubleshooting, and minor Improvements as well as performance. CH2M will coordinate the SCADA support work and onsite schedule as determined and directed by the City of Cocoa. CH2M also will provide procurement services for SCADA hardware and software as directed by the City of Cocoa.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted Yes

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

Amount Requested	$175,000
Account Number	421-4020-536.46-00
Account Name	Repair and Maintenance

Source of Funds: 421-4020-536.46-00

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To approve Task Order 2018-86 with CH2M Hill Engineers, Inc. for SCADA Support for Routine Maintenance and On-call Services of the Wonderware Archestra SCADA System..

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City of Cocoa
Task Order 2018-86
SCADA Routine Maintenance and On-Call Services
Fiscal Year 2018

Services proposed by CH2M HILL Engineers Inc. in this Task Order will be performed in accordance with the Agreement for Engineering Services for Water Supply, Treatment, Transmission and Distribution System Projects (AGREEMENT) approved by the City of Cocoa on November 11, 2008.

Background

The City of Cocoa has performed an upgrade to their Supervisory Control and Data Acquisition (SCADA) system. This system is the main control system for the water treatment, well field pumping, and distribution pump stations. This task order provides assistance to the city to support the SCADA system including periodic maintenance, troubleshooting, and minor improvements.

Task 1 – SCADA Services

CH2M will coordinate the SCADA support work and onsite schedule as determined and directed by the City of Cocoa within the compensation limits of this task order. Work activities may include the following types of work:

- Monthly onsite visit to the water treatment facility by CH2M SCADA staff
- Perform assessment of the computer log files
- Assess system performance
- Perform troubleshooting as requested by the city
- Perform minor changes to the control system as requested by the city
- Assess SCADA network performance
- PLC programming
- HMI programming
- Historian configuration
- Telemetry support
- SCADA network support
- Backup SCADA files
- SCADA reporting support
- HMI trending support
- Training as requested
- Management and Information Solutions (M&IS)
- CMMS system support
- Emergency telephone support services
- Other SCADA support services as directed by the city to maintain a reliable and secure SCADA system
- Task execution may include subcontracting work to other SCADA specialty firms

- Some tasks may be performed via a remote connection or partially performed in a CH2M office with final installation onsite as determined by the city

Task 2 – Hardware and Software

Provide procurement services for SCADA hardware and software as directed by the city of Cocoa within the compensation limits of this task order.

Project Deliverables

- Monthly task status report when work is performed
- Meeting minutes for meetings with City of Cocoa staff

General Project Assumptions

- All deliverables will be provided in electronic format with no hard copies.
- City of Cocoa will provide written review comments for draft deliverables within two calendar weeks or deliverable will be considered acceptable as submitted.
- All documents will be submitted as a draft for City of Cocoa review and comments. Comments will be addressed and a final document issued.

Schedule

This proposal will cover services and activities to be delivered through September 30, 2018. CH2M HILL will commence work within 2 weeks of receiving a written notice to proceed.

Compensation

Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between tasks being interchangeable. Project and subtask fee are shown in the Compensation Table below. Subcontracts and material procurement will be invoiced at actual cost, plus 10% markup on actual cost, plus applicable taxes and freight charges.

Compensation Table – Summary

	Hours	Rate	Labor Total	Travel/ Material	Subtotal
Task 1 SCADA Services					
Jr. Professional Engineer/Scientist/Consultant	288	$120.84	$34,801.92		$34,801.92
Professional Engineer/Scientist/Consultant	144	$138.96	$20,010.24		$20,010.24
Sr. Professional Engineer/Scientist/Consultant	435	$188.40	$81,954.00		$81,954.00
Sr. Project Manager	96	$199.17	$19,120.32		$19,120.32
Travel and Expense				$14,163.52	$14,163.52
Task 2 Hardware and Software					
Material				$4,500.00	$4,500.00
Material Markup 10%				$450.00	$450.00
Grand Total	**963**		**$155,886.48**	**$19,113.52**	**$175,000.00**

Levels of effort for tasks are estimates based on the best information available at the time of task order development. As project scopes are better defined, actual levels of effort required and associated fees might differ and require coordination between the Program Management Team and the City. The Consultant's rates will be billed in accordance with rates defined in Attachment A.

This proposal is effective for 90 days.

Acceptance

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

Approved for City of Cocoa	Accepted for CH2M HILL Engineers Inc.
By: _____	By: _____
Title: _____	Title: _Vice President_____
Date: _____	Date: _September 12, 2017_____

Attachment A
CH2M FY2018 Per Diem Schedule

Classification	Description	FY2018 Rate
Engineer 9	Principal	$199.17
Engineer 8	Senior Reviewer/Consultant	$199.17
Engineer 7	Senior Project Manager	$199.17
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$188.40
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$166.44
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$138.96
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$120.84
Engineer 2	Project Engineer/Scientist/Consultant	$101.84
Engineer 1	Junior Project Engineer/Scientist/Consultant	$95.27
Engineer 0	Engineering Intern	$85.28
Technician 5	Senior Construction Manager/Senior Designer	$155.59
Technician 4	Construction Manager/Senior Technician	$125.06
Technician 3	Senior Construction Inspector	$111.34
Technician 2	Construction Inspector/Technician	$86.17
Technician 1	Junior Construction Inspector/Junior Technician	$76.53
Technical Aide	Technical Aide	$66.56
Office	Office/Project Administration	$69.99

Notes:

1. Billing rates were negotiated rates for Year 2012. However, these rates will be held firm for use on this task order.

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

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

Legislation Details (With Text)

File #:	17-428	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	9/25/2017			**In control:**	City Council
On agenda:	10/10/2017			**Final action:**	
Title:	Approve Additional Funds for Payment of the August and September Invoices to Garganese, Weiss & D'Agresta, P.A., for Special Legal Counsel for Water Supply/Taylor Creek Mediation, Project No. WS0919. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution Budget Adjustment - FY 2017 BAF-UT-Aug and Sep Legal Invoice TCR (10-10-17)~ Agenda 17-428 (3).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 25, 2017
Agenda Date: October 10, 2017
Prepared By: Norma E. Hernandez, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Additional Funds for Payment of the August and September Invoices to Garganese, Weiss & D'Agresta, P.A., for Special Legal Counsel for Water Supply/Taylor Creek Mediation, Project No. WS0919

BACKGROUND:

The City has been in negotiations with other water suppliers for approximately five years. Garganese, Weiss & D'Agresta has provided support to both City Administration as well as the Utilities Department during this time. The frequency of meetings as well as the work product to be reviewed has increased drastically as the complexity of the negotiations continues to grow. As a result, the Purchase Order amount for legal services has exceeded the City Manager's $50K signing authority and the current remaining P.O. balance will be used plus additional funds will be required to pay both the August and September invoices.

On October 19, 2016, P.O. 69039 was issued in the amount of $50,000.

On April 25, 2017, City Council authorized the City Manager to approve Change Order #1 to P.O. 69039 in the amount of $17,719.

On June 27, 2017, City Council approved the City Manager to approve Change Order #2 to P.O.

69039 in the amount of $25,000.

Purchase Order 69039 has a balance of $2,613.93 which is insufficient to make payment of the August invoice in the amount of $3,773.60. The amount of the September invoice is $267.00. The total remaining balance for City Fiscal Year 2016/2017 is $4,040.60.

Request City Council approval of funds in the amount of $4,040.60 to make payment of both invoices.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$4,040.60
Account Number	421-4010-536.31-01, WS0919
Account Name	Legal Expenses
Source of Funds:	421-4010-536.31-00, WS16UP

PREVIOUS ACTION:

On October 19, 2016, P.O. 69039 was issued in the amount of $50,000.

On April 25, 2017, City Council authorized the City Manager to approve Change Order #1 to P.O. 69039 in the amount of $17,719.

On June 27, 2017, City Council approved the City Manager to approve Change Order #2 to P.O. 69039 in the amount of $25,000.

RECOMMENDED MOTION:

To Approve Additional Funds for Payment of the August and September Invoices to Garganese, Weiss & D'Agresta, P.A., for Special Legal Counsel for Water Supply/Taylor Creek Mediation, Project No. WS0919.

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City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER

REQUESTING DEPARTMENT #: Utilities 4055 DATE PREPARED: 09/26/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 5,160)	421-4010-536.31-00	WS16UP	Professional Services	$ 1,194,925	$ 1,594,579	$ 1,589,419	$ 131,535
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 5,160)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 5,160	421-4010-536.31-01	WS0919	Legal Expeses	$ 105,000	$ 180,000	$ 185,160	$ 40,154
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 5,160	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Additional funds are needed to pay the August and September invoices for Garganese, Weiss & D'Agresta, P.A for Special Legal Counsel of the Water Supply/Taylor Creek Mediation Project (WS0919). Purchase Order 69039 has a balance of $2,613.93 which is insufficient to make payment of the August invoice in the amount of $3,773.60. The amount of the September invoice is unknown at this time and staff is estimating that it will be around the same amount as the August invoice.
Agenda Item /File ID: 17-428

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 10/10/17 *RESOLUTION #:* 2017-99

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

9/26/17	Norma Hernandez (Digitally signed by Norma Hernandez DN: dc=org, dc=cocoafl, ou=Utilities, cn=Norma Hernandez, email=nhernandez@cocoafl.org Date: 2017.09.26 09:53:21 -04'00')	9/27/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.09.27 09:36:40 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
9/26/17	John "Jack" Walsh (Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2017.09.26 12:08:43 -04'00')	10/3/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.10.03 14:18:54 -04'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/23/16 - IT

Legislation Details (With Text)

File #:	17-430	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Consent Agenda
File created:	9/26/2017			**In control:**	City Council
On agenda:	10/10/2017			**Final action:**	
Title:	Approve the City of Cocoa accepting a donation of drone with a camera system at an amount of $1,299.00 and a Resolution amending the Fiscal Year 2018 budget to increase revenues and expenditures correspondingly with the attached Budget Amendment Form. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Drone Description Budget Resolution FY 2018.docx BAF-PD-Flyable Drone (10-10-17) Agenda 17-430 - FY2018.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 26, 2017
Agenda Date: October 10, 2017
Prepared By: John Hankins, Police Department, Major
Through: Michael Cantaloupe, Police Department, Chief of Police
Modified By: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:

City Council approve the City of Cocoa accepting a donation of drone with a camera system at an amount of $1,299.00 and a Resolution amending the Fiscal Year 2018 budget to increase revenues and expenditures correspondingly with the attached Budget Amendment Form.

BACKGROUND:

The Cocoa Police Department received an offer from a citizen, Paul T. Mazzoni, owner of Island Cremations & Funeral Home, to donate a flyable drone and camera system to the City of Cocoa.

The drone would be used for valid municipal purposes, to include public safety purposes as governed by Section 934.50, Florida Statutes. Clearly there are many applications where a drone may be able to assist the City, provided it is operated in a lawful manner.

The City Attorney will work with staff to develop a citywide policy on the deployment, use and operation of the drone to ensure all precautionary measures are in place to protect citizens from any potential constitutional concerns and the City from any potential liability concerns. With regard to the Police and Fire Department, each would be required to adopt the requisite standard operating

guidelines, procedures and policies consistent with the overarching City policy.

Until such time the City's policies, and the respective policies for our public safety departments, are approved, the drone will not be placed in operation.

STRATEGIC PLAN CONNECTION:

Acceptance of the drone to the City represents a technological advancement that would enhance the City's ability to provide public safety services as well as other valid municipal services.

BUDGETARY IMPACT:

Budgeted	No
Amount Requested	$1,299.00
Account Number	001-0000-366.10-09
Account Name	Police/Fire Departments Donations

Source of Funds: X Transfer Acct #: 001-2100-521.64-00

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

City Council approve the City of Cocoa accepting a donation of drone with a camera system at an amount of $1,299.00 and a Resolution amending the Fiscal Year 2018 budget to increase revenues and expenditures correspondingly with the attached Budget Amendment Form.

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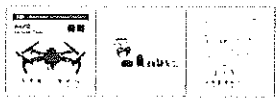
DJI Mavic Pro Folding Drone
$999.00
~~$1,299.00~~
Free shipping

DJI Mavic Pro Fly More Com-
$1,100.00
+ Shipping

DJI Mavic Fly More Combo
$1,189.00
Free shipping

SAVE UP TO 25% See all eligible items ▸





Have one to sell? Sell now

DJI Mavic Pro Fly More Combo - 4K Stabilized Cameral, Active Track, AvoidanceGPS

45 viewed per hour | Be the first to write a review.

Item condition: New | Add to watch list

Quantity: 1 More than 10 available
1,357 sold / See feedback

List price: ~~$1,599.99~~

You save: $300.99 (18% off)

Now: **US $1,299.00**
From $55 for 24 months*

Buy It Now
Make Offer
Add to cart
♡ Watch

1427 watching

Same day shipping | 1,357 sold | More than 94% sold

Shipping: **FREE** Standard Shipping | See details
Item location: Philadelphia, Pennsylvania, United States
Ships to: Worldwide See exclusions

Delivery: Estimated between **Wed. Sep. 27 and Wed. Oct. 4**

Payments: PayPal VISA

Credit Cards processed by PayPal

PayPal CREDIT
*From $55 for 24 months. Minimum purchase required. Apply Now | See terms
See details

Returns: 30 days money back, buyer pays return shipping, 20% restocking fee may apply | See details

Guarantee: | See details
Get the item you ordered or get your money back.
Covers your purchase price and original shipping.

Seller information
consumerelectronicscostsavers
(22867)
99.2% Positive feedback

Save this Seller

Visit store: Consumer-Electroni...
See other items

SAVE UP TO 25%* See all eligible items ▸
on all Drones
Marked down item price reflects all savings. Items provided by **consumerelectronicscostsavers**

All promotional offers from consumerelectronicscostsavers

Current Item ☑ ☐ ☐ See all

Add to cart and save!
DJI Mavic Pro Fly More C... $1,299.00



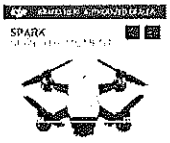
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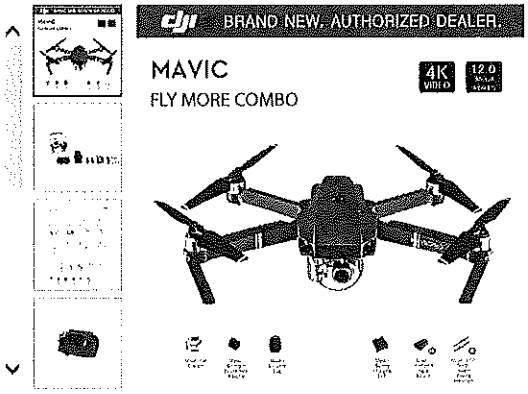
Last updated on Sep 26, 2017 10:52:06 PDT View all revisions

Item specifics

Condition:	New: A brand-new, unused, unopened, undamaged item in its original packaging (where packaging is ... Read more	Type:	Ready to Fly Drone
Model:	Mavic Pro Fly More Combo	Camera Integration:	Camera Included
Camera Features:	4K HD Video Recording, 720p HD Video Recording	MPN:	Mavic-Pro-FlyCombo
Maximum Flight Time:	about 27 min	Brand:	DJI
UPC:	190021283442		

ROBOTIC VACUUMS SMALL APPLIANCES DRONES LARGE APPLIANCES PET PRODUCTS

DJI MAVIC PRO FLY MORE COMBO - 4K STABILIZED CAMERAL, ACTIVE TRACK, AVOIDANCEGPS



MORE ITEMS!

SHORT DESCRIPTION

Model: DJI Mavic Pro Fly More Combo

This COMBO Includes These EXTRA DJI Accessories:

- 2 Extra Intelligent Flight Batteries
- 2 Sets of Quick-Release Folding Propellers
- Battery Charging Hub
- Car Charger
- Battery to Power Bank Adapter
- Shoulder Bag

Questions and answers about this item

No questions or answers have been posted about this item.

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DJI Phantom 4 Advanced GPS Drone with 4K

$963.00

Free shipping 30 bids



DJI Mavic Pro Fly More Combo - 4K Stabilized

$1,113.00

Free shipping 35 bids



DJI Mavic Pro Folding Drone - 4K Stabilized

$841.00

Free shipping 41 bids



DJI Phantom 4 PROFESSIONAL GPS QuadCop-

$1,286.99

Free shipping 52 bids



DJI Phantom 4 Advanced GPS Drone with 4K

$1,200.01

Free shipping 96 bids



DJI Mavic Pro Folding Drone - 4K Stabilized

$827.00

Free shipping 34 bids

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Mavic Pro Fly More Combo — More



DJI Mavic Pro 4K Camera Quadcopter

$1,299.00

Free



3PCS Battery DJI Mavic Pro Fly More Com-

$1,325.00

+ $49.00

Spark — More

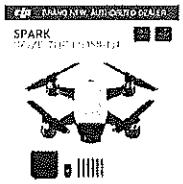


DJI Spark Fly More Combo - Alpine White

$699.00

~~$899.99~~

Free



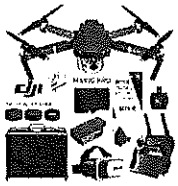
DJI Spark Alpine White Quadcopter Drone -

$499.00

~~$649.99~~

Free

CP.PT.000500 — More



DJI Mavic Pro Quadcopter Drone with 4K

$979.95

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~~$1,400.00~~

Free

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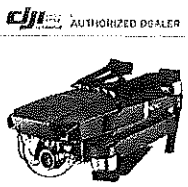
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City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 2100 | DATE PREPARED: 09/27/17

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 1,299	001-0000-366.10-09		Public Saftey Pivate Donation Account	$ 0	$ 0	$ 1,299	$ 1,299
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 1,299	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 1,299	001-2100-521.64-00		MACHINERY AND EQUIPMENT	$ 8,545	$ 8,545	$ 9,844	$ 9,844
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 1,299	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This budget amendment form is being done to accept the revenue and the expenses (journal) for the donation of a Flyable Drone. Agenda # 17-430.

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 10/10/17 *RESOLUTION #:* 2017-102

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

10/3/17 Michael Cantaloupe Digitally signed by Michael Cantaloupe Date: 2017.10.03 13:36:08 -04'00'	10/3/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.10.03 13:44:50 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
10/3/17 Michael Cantaloupe Digitally signed by Michael Cantaloupe Date: 2017.10.03 13:36:54 -04'00'	10/3/17 Lora Howell Digitally signed by Lora Howell Date: 2017.10.03 17:12:36 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/20/17 - IT

Legislation Details (With Text)

File #:	17-288	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	6/26/2017			**In control:**	City Council
On agenda:	10/10/2017			**Final action:**	
Title:	Ordinance 08-2017/ 2nd & Final Reading: Amending the Future Land Use Map designation of the subject property from Low Density Residential to Medium Density Residential and Conservation and a Development Agreement related to the subject property. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	08-2017 - FLUM W King Street 102.2 acres - Medium Density Residential and Conservation (Version Exhibit A - Legal Description 102.42 acres Binding Development Agreement - 2075 W King St - Edits 10-6-17 Binding Development Agreement - 2075 W King St. Land Use Map 10-6-17 LDR to MDR School Impact Analysis Legal Ad FLUM 7-11-2017 CTY. COCOA 17-1ESR Approval				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 9, 2017
Agenda Date: October 10, 2017
Prepared By: Nancy A. Bunt, Deputy Community Services Director
Through: Karen D. Hamilton, Community Services Director
Requested Action:
Approve Second Reading of Ordinance 08-2017, amending the Future Land Use Map designation of the subject property from Low Density Residential to Medium Density Residential and Conservation and a Development Agreement related to the subject property.

BACKGROUND:

Applicant: Kimberly B. Rezanka
96 Willard St., Suite 302
Cocoa, FL 32922

Owner: 2075 W. King Street Land Trust
2720 Park Street, Unit 205
Jacksonville, FL 32205

Location: South side of W. King Street, approximately 0.25 miles east of S. Range Road. The Property Appraiser identifies the parcel as Tax Account Number 2423993.

Request: **LARGE-SCALE COMPREHENSIVE PLAN MAP AMENDMENT** consistent with Florida Statute, Chapter 163. The property owner is requesting approval to amend the Future Land Use Map designation of a portion of one parcel (102.0 acres of the total 130.66-acre parcel) from “Low Density Residential” to “Medium Density Residential,” and further designate those portions of the subject property identified as wetlands to the “Conservation” Future Land Use designation.

The first reading on this Agenda Item was presented to City Council on April 25, 2017 as a transmittal hearing regarding a FLUM Amendment to the City Comprehensive Plan requiring notification to the state planning agency and other reviewing agencies pursuant to the Community Planning Act. City Council approved the first reading of Ordinance 08-2007 and staff transmitted the ordinance according to the Act. The City did not receive any comments from the state land planning agency and reviewing agencies, see attached letter dated May 30, 2017. Additionally, attached is the school impact analysis from Brevard County Public Schools which provided a nonbinding review; a Concurrency Determination must be performed by the school district prior to a Final Development Order and the issuance of a Concurrency Evaluation Finding of Nondeficiency by the City.

The applicant, Kimberly B. Rezanka, on behalf of the property owner, 2075 W. King Street Land Trust, is requesting to amend the Future Land Use Map designation of approximately 102.2 acres of the overall 130.66-acre subject parcel from “Low Density Residential” to “Medium Density Residential” as depicted on Exhibit A.

Currently, the subject parcel has two future land use and zoning designations. The northern portion of the parcel, fronting on W. King Street (SR 520), is approximately 1,300 feet wide by 950 feet deep, totaling approximately 28.46 acres. This portion of the parcel has a “Commercial” future land use designation and is zoned C-W (Wholesale Commercial). No changes are proposed to the Commercial Future Land Use designated portion of the property.

The southern portion of the property measures approximately 3,300 feet wide by 1,340 feet deep. This portion of the parcel currently has a future land use designation of “Low Density Commercial” with an RR-1 (Rural Residential) zoning designation.

The reason for the proposed change to the Medium Density Residential Future Land Use designation is to rezone the property to RU-2-15 Residential to allow for the property owner to construct an adult congregate living facility (ACLF) on the westerly section of the 102.02-acre portion of the property. The current Future Land Use and zoning designations of “Low Density Residential” and RR-1 Residential, do not allow for RU-2-15 zoning nor an ACLF use.

In addition to this application, the applicant has submitted an application to rezone the property from the existing RR-1 Residential zoning designation to RU-2-15 Residential zoning designation, which allows for an ACLF use by Special Exception approval.

It should be noted the applicant during the first public hearing agreed to enter into a Development Agreement, based on public concerns the use could be changed to multi-family and or other more intense uses, to limit the development as an ACLF; single family homes; a 55 and older multiple-family development in the form of duplexes, triplexes, or fourplexes; or any allowable special exception as approved by the Board of Adjustment, and to ensure compatibility with neighboring

properties. The agreement also provides for a six foot (6') buffer wall and opaque fence along various portions of the property boundary of the development. The Development Agreement is attached for City Council review and consideration and the effective date of the ordinance is subject to the execution of the Development Agreement.

The following table summarizes the current FLUM and Zoning designations for the adjacent parcels:

Overview of Surrounding Area:			
	Future Land Use	**Zoning**	**Existing Use**
North	Commercial	C-W	Vacant, Space Coast Honda, & County Sch Bus Facility
South	Very Low Density Residential (City); RE (County)	RU-1-7 (City); AU (County)	Single-family Residential & Vacant
East	Low Density Residen (City); RES 4 (County	RU-1-7 (City); AU (County)	Vacant
West	NC - Neighborhood Commercial (County)	RR-1 & GU (County)	Single-family Resider & Vacant

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:

a. Whether the proposal favorably or unfavorably impacts the city's budget, or the economy of the region;

Applicant Response: *The proposal should have no impact upon the City's budget. However, the proposed developments will positively impact the City's and region's economies. The commercial uses and the ACLF will bring jobs, increase tax revenue and more consumer spending.*

Staff Response: The proposed amendment would have no negative impact on the city's budget or the regional economy. The Medium Density Residential allows for multi-family and single-family development. ACLF use is permitted by Special Exception approval by the Board of Adjustment. The purpose of the request is to allow for rezoning of the property to RU -2-15 Residential and then subsequently submit a Special Exception application for the ACLF use. Additionally, if approved, it will provide a use that enhances the economy of the region through the provision of an additional ACLF facility serving residents of the City and region.

b. Whether the proposal will diminish the service level of public facilities;

Applicant Response: *The proposal will not diminish the service level of public facilities and there is adequate capacity for all public facilities.*

Staff Response: The future land use amendment will not negatively impact or diminish the

service level of public facilities.

Potable Water: The subject property can be served by the City of Cocoa Utilities Department for water service and reclaimed service. Level of service would not be diminished as a result of the amendment.

Sanitary Sewer: The subject property is served by the City of Cocoa Utilities Department for sanitary sewer service. Level of service would not be diminished as a result of the amendment.

Solid Waste: As the property is currently vacant, there is no solid waste service to the parcel. If the property is developed in the future, a private hauler would provide service.

Transportation: The subject property would be accessed from an existing entrance on W. King Street (SR 520). The City of Cocoa Comprehensive Plan 2010-2020, Volume 1 Goals, Objectives, & Policies, Map M-II-2: Functional Roadway Classification Map identifies W. King Street as an arterial road and is functioning at a "C" level of service. If the proposed future land use amendment is approved by City Council, the expected effect to W. King Street would be neutral. Therefore, the level of service would not be diminished as a result of the amendment.

c. Whether the proposal favorably or unfavorably impacts the environment, or the natural or historical resources of the city or the region;

Applicant Response: *The proposal will favorably impact the environment as the improvements will be constructed to comply with all regulations of the DEP, SJRWMD and the City. The proposal will have no impact upon the natural or historical resources of the City or region.*

Staff Response: The westerly portion of the property contains wetlands as identified on Map M-XII-1: Wetlands, of the Comprehensive Plan Conservation Element. In accordance with Future Land Use Element Policy 1.1.2.13: Conservation; The Conservation Future Land Use Category is intended to protect environmentally sensitive natural resource systems. The conservation land use category identifies lands that are environmentally fragile natural resources for long term preservation. The following criteria shall be used for designating properties as Conservation on the Future Land Use Map:

A. Any Future Land Use Map amendment adopted after December 1, 2003, shall assign the Conservation Future Land Use category to wetlands within the area of the subject amendment.
B. The boundaries of the Conservation Future Land Use category may be adjusted to be consistent with a wetland jurisdictional line determination by the SJRWMD without the need for a comprehensive plan amendment. In those areas initially presumed but later determined not to be classified as a wetland will take on the future land use category assigned to the upland portion of the development site.
C. At the time of development, wetlands within the Conservation Future Land Use category shall be encumbered by a perpetual conservation easement.
D. Allowable uses, intensities, and impacts within the Conservation Future Land Use category shall be in conformance with those uses, intensities, and impacts

listed in the Conservation Element.

Any future development of the subject site shall be in accordance with above-mentioned policy.

Furthermore, Conservation Element Policy 12.1.6.15: Wetlands and wetland functions shall be protected and conserved by restricting direct and indirect development impacts.

E. *Upland buffers.*

1. *General.* Upland buffers are considered an integral component of a functioning wetland and shall be afforded the same types and levels of protection as the wetland itself. Upland buffers shall not be developed, cleared, or landscaped that would decrease their effectiveness in supporting wetland functions, and shall not include turfed, landscaped, or impervious surfaces.
2. *Minimum width.* Where wetlands exist, upland buffers shall be provided at a minimum width of fifteen (15) feet and an average width of twenty-five (25) feet beyond the perimeter of the wetland.
3. *Encroachment.* Encroachment into upland buffers for the purpose of hydrologic connection of drainage systems and creation of mitigation areas shall be permitted and shall not require additional buffering compensation.
4. *Additional requirement.* The City may require the extension of upland buffers beyond the twenty-five (25) feet if necessary to connect isolated wetlands with other protected wetlands existing within one-hundred (100) feet depending on the existence of listed species and habitat valuation.
5. *Average width exception.* Uplands buffer widths may be adjusted downward below the required minimum average on a case-by-case basis if the developable portion of the existing lots of record as of December 1, 2003 does not have sufficient size or dimensions to allow for a reasonable use of the property based on the designated future land use category. In this instance, the remaining upland buffers shall be enhanced with native species to minimize development impacts and enhance the functioning value of the wetlands buffer area.
6. *Passive recreation.* The City may approve, as appropriate, minimal use in clearing for nature trails and other passive recreational uses compatible with the purpose of the buffer zone.

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;

Applicant Response: *The proposal is consistent with the goals of the state comprehensive plan because the proposed development is not contrary to the public interest and is consistent with private property rights. This is a redevelopment project which will efficiently and effectively create a mixed-use project of commercial development and a transitional use from the commercial uses to nearby residential uses.*

Staff Response: State Comprehensive Plan, Chapter 187.201(15) LAND USE.--

(a) *Goal.*--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.

The subject property has availability to water and sewer and would have a minimal impact to the transportation corridors in the area. There would be no need for the City to extend any additional services to the site.

East Central Florida Regional Planning Commission Strategic Regional Policy Plan (now called East Central Florida 2060 Plan):

> Chapter 5 - Transportation, Policy 5.25: Non-urban arterial roads should be protected by access management policies that limit curb cuts to preserve their capacity.

As previously noted, the subject property has an existing entrance from W. King Street. Future development may or may not include additional entrances.

> Chapter 4 - Economic Development, Policy 4.3: Support emerging economic centers that are located in the most appropriate areas, such as along transit corridors or in existing or planned employment centers.

The subject property is located on W. King Street, which as noted above, is classified as an arterial roadway. The subject property is also within 1.75 miles of access to Interstate 95.

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;

Applicant Response: *The proposal will not diminish the service level of public facilities and there is adequate capacity for all public facilities.*

Staff Response: A preliminary concurrency review has not been completed. However, the requested future land use, and subsequent rezoning, would provide tax revenue to the City to support the services and facilities that may be required of the use. A final concurrency evaluation will be required prior to the issuance of a development permit. As discussed previously in Section B, it is not anticipated that there will be any reduction in the level of service or in the ability of the City to provide adequate public facilities as a result of the amendment.

f. Whether the proposal is incompatible with surrounding neighborhoods and land uses;

Applicant Response: *The proposal is compatible with surrounding residential uses and commercial uses. It removes an excavation operation and replaces that use with a less intense use of a quiet ACLF.*

Staff Response: This portion of W. King Street is primarily of a commercial nature. The portion of the subject property under consideration for the future land use change, and subsequent rezoning, is nearly 1,000 feet to the south of W. King Street. Uses to the west boundary of the subject amendment area are large-lot residential in nature. There is one

large lot residential property located at the southwest corner of the amendment area. The existing home on the property is approximately 430 feet from the subject property. The remaining lands on the subject amendment site are largely undeveloped and appear to be undevelopable due to the presence of wetlands. See Map M-XII-1.

Any proposed use on the property would be subject to the City's land development regulations as provided by the site plan approval process and special exception approval as required. As noted above the applicant during the first public hearing agreed to enter into a Development Agreement, based on public concerns the use could be changed to multi-family and or other more intense uses, to limit the development as an ACLF and to ensure compatibility with neighboring properties. The agreement also provides for the buffer wall along the west and southern boundaries of the property.

The RU-2-15 Residential zoning category is the most intensive zoning category allowed in the Medium Density Residential Future Land Use designation. Impacts to the surrounding neighborhood would be minimal, if any, due to the physical constraints, lack of functional connection and relationship to surrounding property owners, and the allowable zoning and uses within the Medium Density Residential Future Land Use category.

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; and

Applicant Response: *The proposal will have no impact on adequate housing.*

Staff Response: The proposed Future Land Use amendment to Medium Density Residential would allow for additional housing opportunities in the City. The Medium Density Residential Future Land Use designation allow multi-family developments as well as assisted living facility type developments, by special exception, that are not currently permitted under the Low Density Residential Future Land Use designation and allowable zoning districts.

According to the City's Comprehensive Plan Data & Analysis, October 2010, the City contains only 172.5 acres of Medium Density Residential, or 2.0% of the total current Future Land Use designations. Low Density Residential accounts for over 15% of all Future Land Use designations in the City. In order to accommodate future projected population growth the City must reduce the deficit in the housing stock by providing for additional opportunities. However, considering the intended use as an ACLF, if approved by special exception, the use will have neither a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their place of employment.

h. If the amendment being requested is consistent with all the elements of the comprehensive plan.

Applicant Response: *The amendment is consistent with the elements of the City's Comprehensive Plan, Policy 1.1.2.4 for MDR is met as the Property has access to a major collector street or one higher. The development will not impact the five residents to the west, not have a negative impact on the character of the area, or impact the environment. Policy 1.1.4 encourages redevelopment, a goal of this project, and the Property is in the Diamond Square Redevelopment Area.*

Staff Response: The proposed Future Land Use amendment shall comply with the following goals, objectives and policies of the City's Comprehensive Plan:

Future Land Use Element

Goal 1.1: Create and maintain a broad range of land use 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.

Objective 1.1.1: Future Land Use Categories Established. The City hereby establishes land use categories and a Future Land Use Map (FLUM) that provide for compatible and coordinated land uses, allowing for the protection of natural resources and historic resources as well as maximizing economic development opportunities.

Policy 1.1.2.4: Medium Density Residential (MDR). Medium density residential areas shall be regarded as areas of 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.

The proposed amendment area has direct access to SR 520, which has a functional classification of "Arterial" as shown on Map M-II-2 Functional Roadway Classification Map of the Transportation Element.

B. These areas should have convenient access to community services.

SR 520 is a major east-west transportation corridor in the City. The road provides direct access to major shopping destinations such as Wal-Mart and Cocoa Village as well as several service related facilities in the community.

C. New Developments 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.

Any new development shall comply with all Comprehensive Plan objectives and policies related to environmental and open space protection and buffering requirements as well as all Land Development Regulations.

Conservation Element

The subject portion of the property is located within the AE Zone (100-year floodplain). Therefore, the following Objectives and Policies apply:

Objective 12.1.9: Floodplain Management. The City shall protect the flood storage and conveyance functions of the 100-year floodplain.

Policy 12.1.9.1: In order to reduce the adverse consequences of floodplain development and simultaneously encourage the conservation of natural habitats, the City's Flood Damage Prevention ordinance shall be updated to as needed to maintain compliance with the National Flood Insurance Program and to discourage construction in the floodplain, unless the proposed construction is expressly authorized by this Comprehensive Plan. Developmental plans shall preserve the natural functions of floodplains when practical. The provisions of compensatory storage for fill placed within the floodplain shall be allowed only when the applicant demonstrates the absence of adverse consequences of compensatory storage and demonstrates compliance with other applicable provisions of this Comprehensive Plan.

Policy 12.1.9.2: Developers shall be encouraged to incorporate those portions of sites that are within the 100-year floodplain as open space preservation.

Policy 12.1.9.3: The City shall promote wetlands preservation and non-structural floodplain management by encouraging the use of isolated wetlands as detention areas, where such use is consistent with good engineering practice and does not significantly degrade the ecological value of wetlands. Pre-treatment of stormwater run off by diversion of the "first flush" shall be required prior to discharge to wetland detention areas.

As previously noted in Section c. of this report, development on the subject property shall be in accordance with the goals, objectives and policies contained in the Conservation Element of the Comprehensive Plan; specifically related to Policy 12.1.6.15 regarding wetland protection as well as Future Land Use Element Policy 1.1.2.13. In addition, all future development activities on the subject property must comply with Chapter 6, Division 3, Flood Damage Prevention, of the Cocoa City Code. This may require a separate floodplain development permit approval in addition to a building permit, as determined by the floodplain administrator. Sec. 6-323.

Because the subject property is severely environmentally constrained and the wetland areas are recommended for a Conservation designation, it appears that much of the subject property east of the pond will be undevelopable. Accordingly, the proposed comprehensive plan change to Medium Density Residential is not inconsistent with Policies 12.1.9.1 and 12.1.9.2, which encourage the 100-year floodplain to remain as open space. Much of the subject property east of the pond will remain available only for open space and conservation-related uses. Any adverse consequences of compensatory storage

for development along the western side of the pond will be addressed at the site planning and development stage.

Housing Element

Objective 3.1.1. Housing Supply. Assist the private sector to create additional units and preserve existing units to satisfy the projected demand of dwelling units of various types, sizes and costs by 2020 which will be needed to house the City's anticipated population through the planning horizon.

Policy 3.1.1.1: The City's Future Land Use Map shall provide adequate lands to accommodate the projected housing growth.

Policy 3.1.1.2: The City shall continue to provide land use designations and zoning districts on the Future Land Use and Official Zoning Maps to ensure a variety of housing types including single family, duplex, and multifamily are allowed within the City.

Goal 3.6: The City shall encourage the provision of housing opportunities for people with special needs such as the homeless, the elderly, and the physically and/or mentally disabled.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

City Council approved the First Reading of Ordinance 08-2017 at its April 24, 2017 meeting.
The Planning & Zoning Board unanimously recommended approval at its April 12, 2017 meeting.

RECOMMENDED MOTION:

Approve Second Reading of Ordinance 08-2017, amending the Future Land Use Map designation of the subject property from Low Density Residential to Medium Density Residential and Conservation and a Development Agreement related to the subject property.

ORDINANCE NO. 08-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; PROVIDING FOR ADOPTION OF AN AMENDMENT TO THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA CONSISTING OF APPROXIMATELY 102.2 TOTAL ACRES, MORE OR LESS, GENERALLY LOCATED ON THE SOUTH SIDE OF W. KING STREET, APPROXIMATELY 0.25 MILES EAST OF S. RANGE ROAD, IN COCOA, SAID PORTION OF THE PARCEL BEING MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION ON THE PORTION OF THE PARCEL FROM "LOW DENSITY RESIDENTIAL" TO "MEDIUM DENSITY RESIDENTIAL" AND FURTHER DESIGNATE THOSE PORTIONS OF THE SUBJECT PROPERTY IDENTIFIED AS WETLANDS TO THE "CONSERVATION" FUTURE LAND USE DESIGNATION; PROVIDING FOR THE REPEAL OF 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 April 12, 2017, in accordance with the procedures established in Chapter 163, Part II, Florida Statutes, on the proposed comprehensive plan amendment; and

WHEREAS, the Comprehensive Planning action herein is subject to the conditions provided for and agreed to in the Binding Development Agreement between the property owner and the City ("Development Agreement"); and

WHEREAS, the Local Planning Agency recommended the City Council adopt the comprehensive plan amendment set forth in this Ordinance; 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.

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 part of the City of Cocoa Comprehensive Plan.

Section 4. **Adoption of Amendment to the Future Land Use Map.** The City of Cocoa's Comprehensive Plan, Future Land Use Map, is hereby amended by changing the designation of a portion of the real property legally described and depicted on **Exhibit "A"** from "Low Density Residential" to "Medium Density Residential" and further designating those portions of the subject property identified as wetlands as "Conservation." 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 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, provided that the Development Agreement is fully executed and delivered to the City Clerk for recording within thirty (30) days of the date of adoption of this ordinance, otherwise this ordinance shall be null and void and of no force and effect. Additionally, 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 or commenced 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 _____, 2017.

_____

Henry U. Parrish, **III, Mayor**

ATTEST:

_____

Carie Shealy, **MMC, City Clerk**

DESCRIPTION:

A PARCEL OF LAND BEING DESCRIBED AS THE EAST 3/4 OF NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST (SAID PARCEL KNOWN AS TAX PARCEL 500, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA) TOGETHER WITH THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, (SAID PARCEL KNOWN AS TAX PARCEL 751, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA) AFORE DESCRIBED PARCELS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, THENCE RUN S 89°13'53" W., ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, A DISTANCE OF 1341.76 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST., SAID CORNER BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED HEREIN; THENCE RUN S 00°05'05"E., ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1349.83 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST OF SAID SECTION 31; THENCE RUN S 89°31'57" W., ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1335.46 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE RUN S 89°40'03" W., ALONG THE SOUTH LINE OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1997.58 FEET TO THE SOUTHWEST CORNER OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE RUN N 00°07'43" E., ALONG THE WEST LINE OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1327.67 FEET TO THE NORTHWEST CORNER OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE RUN N 89°13'53" E., ALONG THE NORTH LINE OF THE SAID EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, AND ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 3,328.28 TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 102.42 ACRES MORE OR LESS

THIS INSTRUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO:
Anthony Garganese
City Attorney of Cocoa
Garganese, Weiss & D'Agresta, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802
(407) 425-9566

BINDING DEVELOPMENT AGREEMENT

THIS AGREEMENT, entered into this _____ day of October, 2017, between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation (hereinafter referred to as "City") and **2075 W. KING STREET LAND TRUST** (hereinafter referred to as "Developer/Owner").

RECITALS

WHEREAS, Developer/Owner owns property (hereinafter referred to as the "Property") in Brevard County, Florida, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference; and

WHEREAS, Developer/Owner has requested, and the City Council of Cocoa approved on October ___, 2017, Developer/Owner's application to amend the Comprehensive Plan Future Land Use Map designation on the Property from Low Density Residential to Medium Density Residential and Conservation and the zoning map classification for a portion of the Property described on Exhibit "A" from RR-1 to **RU-2-15** for the intended purposes of developing an **Adult Congregate Living Facility** on the Property (collectively referred to as "Zoning Approvals"); and

WHEREAS, as part of its plan for the orderly development of the Property, Developer/Owner wishes to propose a general land use plan and mitigate negative impacts on abutting land owners and affected facilities or services; and

WHEREAS, the City is authorized to regulate development of the Property, and this Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act; and

WHEREAS, this Agreement was approved by the City Council as a condition of the Zoning Approvals and shall constitute a binding development permit and govern the future development of the Property along with other applicable provisions of the City of Cocoa Code ("City Code").

NOW, THEREFORE, the parties agree as follows:

1. The foregoing recitals are hereby incorporated herein as a material part of this Agreement. The City shall not be required or obligated in any way to construct or maintain or participate in any way in the construction or maintenance of the improvements. It is the intent of the parties that the Developer/Owner, its grantees, successor or assigns in interest or some other association and/or assigns satisfactory to the City shall be responsible for the maintenance of any improvements.

2. The City and Developer/Owner agree that the Property shall be developed as a combination of 55-and-older residential, individually-owned condominiums or detached units; an Adult Congregate Living Facility (ACLF); and an independent living facility, as generally depicted on the Land Use Map which is attached hereto and fully incorporated herein as **Exhibit "B"** ("Land Use Map"). The Land Uses identified on the Land Use Map, i.e., a 55-and-older residential, individually-owned condominium or detached units; an ACLF, and an independent living facility (hereinafter "Approved Land Uses") shall be fixed in the locations designated on the Land Use Map and may not be altered absent an amendment to this Agreement. Notwithstanding the City's approval of the Land Use Map, Developer/Owner shall have the obligation to further submit and obtain the City's approval of a final site plan, final engineering plans, and subdivision, as and to the extent applicable by City Code. The submittals shall be consistent with the Land Use Map in all material respects and in compliance with the City Code. Developer/Owner acknowledges and agrees that the Land Use Map was not presented to the City with specific surveyed dimensions for the design and location of any buildings and infrastructure, and that during the final site plan, final engineering, or platting process such details shall be submitted to the City for consideration and dimensions shall be surveyed, duly engineered, and provided to the City for consideration under applicable City Codes. As such, Developer/Owner and the City agree that the Land Use Map is subject to reasonable boundary adjustments at the final site plan, final engineering, or platting phase in order to bring the Project into full compliance with the City Code. The Land Use Map is intended to be the general blueprint which establishes the Approved Land Uses for future physical development of the Property. The Land Use Map shall also serve as a necessary and material guide

for future permit applications and permitting. Specifically, the development of the Property shall also be subject to the following conditions:

(a) The 55-and-older units shall be individually owned, single story detached dwelling units or condominium units, and if said units are developed as condominiums, the units shall be in buildings with no more than four dwelling units per building. The dwelling units shall meet the minimum living area requirements of the City Code. The 55-and-older units shall be a deed restricted community with appropriate covenants to ensure the units remain a 55-and-older community. In addition, Developer/Owner agrees that the covenants shall also include a minimum 1-year rental restriction applicable to each dwelling unit, except that such restriction shall not prohibit short-term vacation rentals that are established by unit owners, from time to time, in accordance with all applicable local and state laws.

(b) Independent living units shall be developed with no more than four units per building, and all such buildings shall be single-story. Independent living units shall meet the minimum living area requirements for apartments in the RU-2-15 District, unless a Code amendment is approved amending such minimum living area requirements subsequent to the execution of this Agreement.

(c) The ACLF main facility shall be no more than two stories in height with a maximum of 120 assisted living units and shall house all of the communal facilities and areas utilized to provide services to the residents of the Property, such as commercial kitchens, visitors centers/clubhouses, storage facilities, offices, and other recreational and entertainment facilities.

(d) Developer/Owner and the City recognize that the component parts of the proposed Project will likely share common project infrastructure and facilities, such as common areas, roadways, stormwater and other utility facilities, and fences and walls. Developer/Owner agrees that during the site plan permitting process, Developer/Owner shall submit, as a condition of site plan approval, appropriate legal documentation to the City to support the future, perpetual maintenance of said

common areas, roadways and facilities.

3. Developer/Owner shall construct and maintain a six foot (6') buffer wall along the boundary of the Property buffering the 55-and-older units from the commercial property to the north as required by the City Code. In addition, a six foot (6') buffer wall shall be constructed and maintained along the southern boundary of the Property depicted as the ALF – Main Facility/Units area on the Land Use Map from the eastern edge of the large borrow area (approx. 16.79 acres) to the western edge of the most southern borrow area (approx. 2.26 acres) on the Property. Developer/Owner shall also provide a six foot (6') opaque fence on the western boundary of the Property and along the southern boundary of the Property on either side of the buffer wall, except that the opaque fence east of the buffer wall shall terminate at the boundary of the wetland (approx. 31.05 acres) depicted on the Land Use Map. Said wall and fence shall be permitted and constructed in accordance with the City Code. Upon construction, the wall and fence shall be maintained and kept in good order. The buffer wall and fence shall be in addition to landscaping requirements otherwise required by the City Code including, but not limited to, along the boundary of the Property.

4. Developer/Owner shall limit ingress and egress to SR 520.

5. Developer/Owner shall comply with all regulations and ordinances of Cocoa, Florida including, but not limited to, the City Code. This Agreement constitutes Developer/Owner's agreement to meet additional standards or restrictions in developing the Property. This Agreement provides no vested rights against changes to the Comprehensive Plan or land development regulations as they may apply to the Property.

6. This Agreement shall be binding and shall inure to the benefit of the successors or assigns of the parties and shall run with the subject Property unless or until rezoned and be binding upon any person, firm or corporation who may become the successor in interest directly or indirectly to the subject Property, and be subject to the above referenced conditions as approved by the City Council on October _____, 2017.

7. Violation of this Agreement will also constitute a violation of the Zoning Classification and this Agreement may be enforced by the Ordinances of Cocoa, Florida, as may be amended.

8. Conditions precedent. All mandatory conditions set forth in this Agreement mitigate

the potential for incompatibility and must be satisfied before Developer/Owner may implement the approved uses listed and depicted on the Land Use Map, unless stated otherwise. The failure to timely comply with any mandatory condition is a violation of this Agreement, constitutes a violation of the Zoning Classification and is subject to enforcement action as described in Paragraph 7 above.

9. The Developer/Owner hereby agrees and makes the following representations and warranties to the City:

(a) Developer/Owner is lawfully seized of the Property in fee simple and has full and lawful authority to execute this Development Agreement and bind the Property as set forth herein.

(b) The Property is free of all other encumbrances, including mortgages and liens.

This Agreement shall be recorded by the City and shall perpetually burden the Property unless amended or terminated by the Parties. This Agreement will, when duly executed and delivered by the City and Developer/Owner and recorded in the Public Records of Brevard County, Florida, constitute a legal, valid and binding obligation enforceable against the parties hereto and the Property in accordance with the terms and conditions of this Agreement.

10. The City and Developer/Owner hereby each represent and warrant to the other that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. Developer/Owner represents that it has voluntarily and willfully executed this Agreement for purposes of binding the Property to the terms and conditions set forth in this Agreement.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that venue shall be exclusively in Brevard County, Florida, for all state disputes or actions which arise out of or are based upon this Agreement, and in Orlando, Florida, for all federal disputes or actions which arise out of or are based upon this Agreement.

12. This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto (or their successors or assigns) and approved by the City Council.

13. This Agreement and all attached exhibits hereto supersedes any other agreement,

oral or written, regarding the Property and contains the entire agreement between the City and Developer/Owner as to the subject matter hereof. The Exhibits attached hereto and referenced herein are hereby fully incorporated herein by this reference.

14. If any provision of this Agreement shall beheld to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

15. This Agreement shall become effective upon approval by the City Council and execution of this Agreement by both parties hereto. This Agreement is not binding upon the City unless approved by the City Council and executed by the Mayor.

16. The relationship of the parties to this Agreement is contractual and Developer/Owner is an independent contractor and not an agent of the City. 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.

17. 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, 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).

18. Developer/Owner agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

19. The parties hereby agree and acknowledge that they have both participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the

interpretation to this Agreement in the event of a dispute between the parties.

20. This Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

21. Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations provided by this Agreement shall result in irreparable damage and that specific performance of these obligations may be obtained by a suit in equity.

22. In connection with any arbitration or litigation arising out of this Agreement, each party shall bear their own attorney's fees and costs.

23. Nothing herein shall limit the City's authority to grant or deny any development permit applications or requests subsequent to the effective date of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Developer/Owner or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. Without imposing any limitation on the City's police powers, the City reserves the right to withhold, suspend, or terminate any and all certificates of occupancy for any building or unit if Developer/Owner is in breach of any term and condition of this Agreement.

24. Should either party desire to declare the other party in default of any term and condition of this Agreement, the non-defaulting party shall provide the defaulting party a written notice of default. The written notice shall, at a minimum, state with particularity the nature of the default, the manner in which the default can be cured, and a reasonable time period of not less than thirty (30) days in which the default must be cured. No action may be taken in a court of law on the basis that a breach of this Agreement has occurred until such time as the requirements of this paragraph have been satisfied.

25. Unless termination of this Agreement is expressly authorized elsewhere in this Agreement, this Agreement may be terminated by mutual written agreement of the parties.

IN WITNESS THEREOF, the parties hereto have caused these presents to be signed all as of the date and year first written above.

ATTEST

Carie Shealy, MMC, City Clerk
(SEAL)

Mayor Henry U. Parrish
As approved by the Council on:_____

(Please note: You must have two witnesses and a notary for each signature required. The notary may serve as one witness.)

WITNESSES:

2075 W. King Street Land Trust

(Witness Name typed or printed)

(Address)

Trustee

(Witness Name typed or printed)

Chris Wickersham

STATE OF FLORIDA)
➢ ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of September, 2017, by Chris Wickersham, Trustee of 2075 W. King Street Land Trust, who is personally known to me or who has produced _____ as identification.

Notary Public

My Commission expires:
SEAL
Commission No.:

(Name typed, printed or stamped)

EXHIBIT A

This Legal Description Need to be for the Existing Commercial portion of the Property and the Property subject to the FLUM and Zoning Amendment

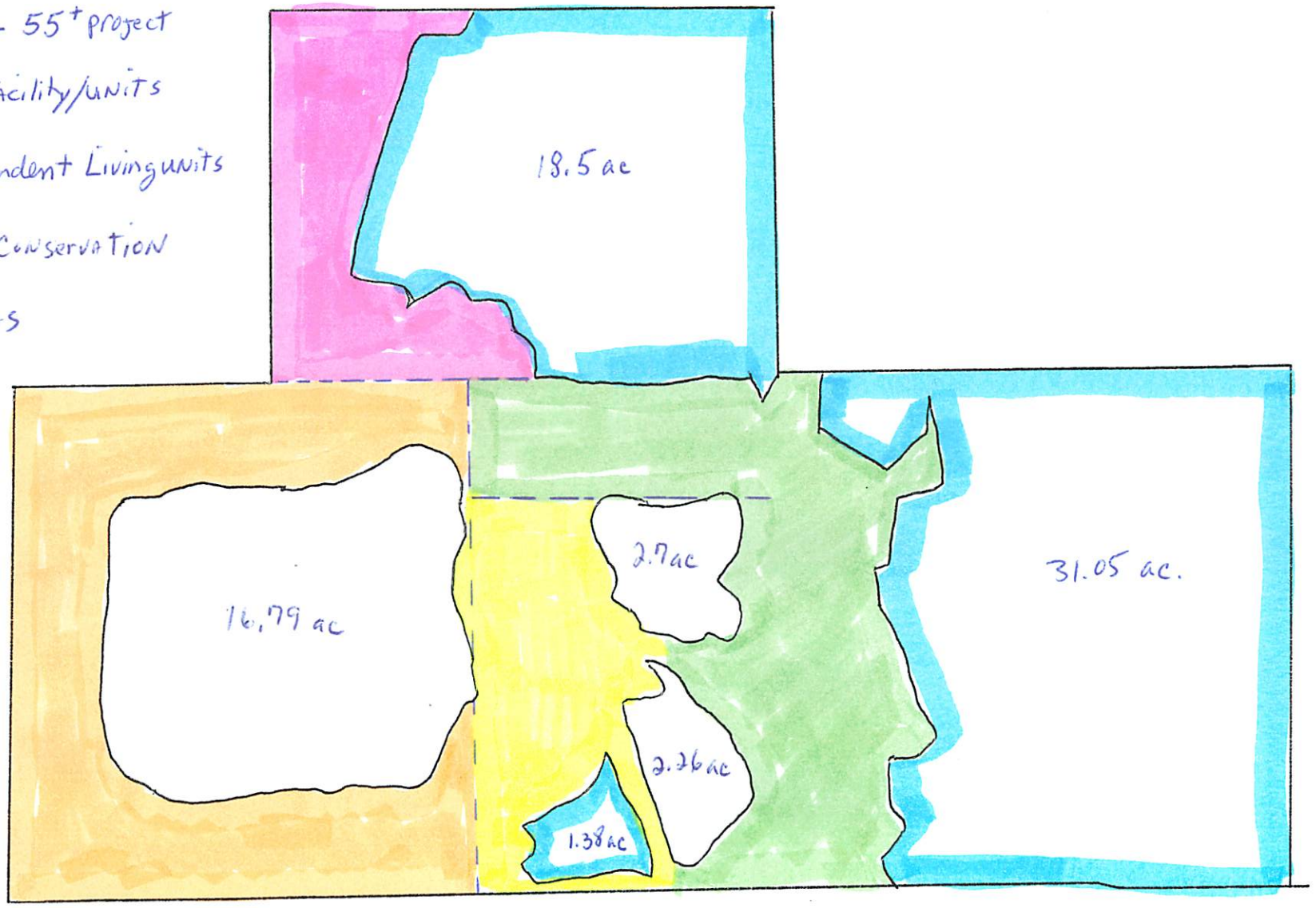
EXHIBIT B

Land Use Map

LEGEND – PROJECT LAND USE AREAS

- COMMERCIAL – MINI Storage Project
- RESIDENTIAL – 55+ project
- ALF – MAIN FACILITY/UNITS
- ALF – INDEPENDENT LIVING UNITS
- WETLANDS/CONSERVATION
- BORROW AREAS

0 200 400
FEET



LAND USE MAP

CITY OF COCOA

EXHIBIT "B"

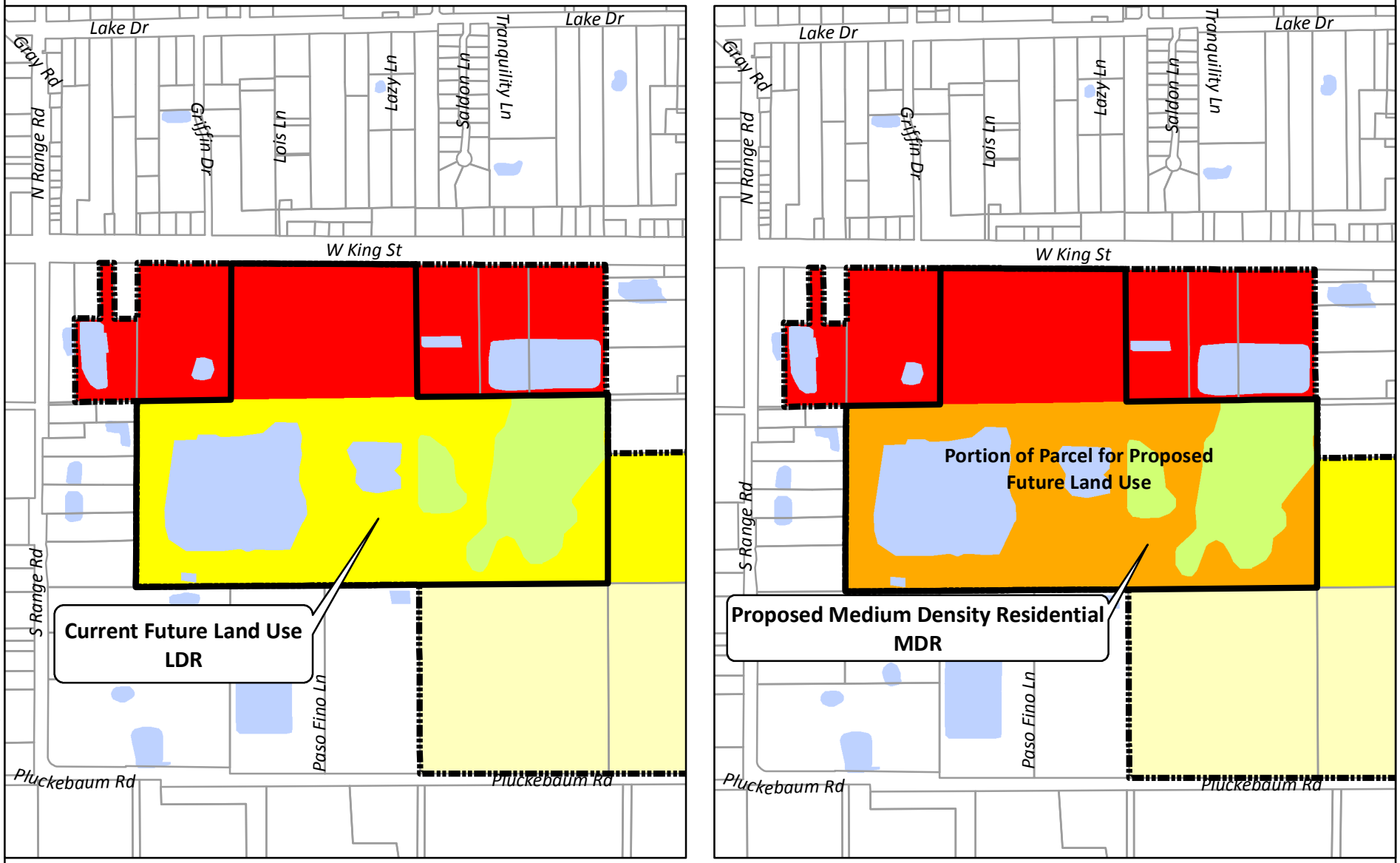
DATE: _____

N

City of Cocoa Future Land Use

South Side of W. King St.

From: LDR (Low Density Residential) To: MDR (Medium Density Residential)



COMM: Commercial

LDR: Low Density Residential

VLDR: Very Low Density Residential

CONS: Conservation

MDR: Medium Density Residential

N:\CommunityServices\Planning\MapRequests\ProposedFLUMaps\2075WKingSt\ArcMapDoc\2075WKingSt_ProposedFLUMap.mxd

School Board of Brevard County
2700 Judge Fran Jamieson Way • Viera, FL 32940-6699
Desmond K. Blackburn, Ph.D., Superintendent

Brevard Public Schools

June 26, 2017

Mr. Steven Biel
Senior Planner
Planning and Zoning Division
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

RE: Proposed King Street ACLF - Comprehensive Plan Amendment, Rezoning, and Special Exception
Land Use Amendment and Rezoning PZ-17-00500002
School Impact Analysis – Capacity Determination CD-2017-05

Dear Mr. Biel,

We received a completed *School Facility Planning & Concurrency Application* for the above referenced development on June 8, 2017. The subject property consists of one parcel, tax account number 2243993 and Parcel ID 24-36-31-00-265, containing approximately 102.2 acres in Cocoa, Florida. The proposed Land use change would result in an increase in the number of residential units permitted by 6 dwelling units. The School Concurrency Determination of this proposed development has been undertaken based on the proposed development of 100 multi-family residential units. The following information is provided for your use.

The calculations used to analyze the prospective student impact are consistent with the methodology outlined in Section 13.2 of the *Interlocal Agreement for Public School Facility Planning & School Concurrency (ILA-2014)*. The following capacity analysis is performed using capacities/projected students as shown in years 2017-18 to 2021-22 of the *Brevard County Public Schools Financially Feasible Plan for School Years 2016-2017 to 2021-22* which is attached for reference.

Multi Family	100		
Students Generated	**Student Generation Rates**	**Calculated Students Generated**	**Rounded Number of Students Generated**
Elementary	0.27	27	27
Middle	0.06	6	6
High	0.10	10	10
Total	**0.43**		**43**

Planning & Project Management
Facilities Services
Phone: (321) 633-1000 x450 • FAX: (321) 633-4646

An Equal Opportunity Employer

FISH Capacity (including relocatables) from the Financially Feasible Plan Data and Analysis for School Years 2017-18 to 2021-22

School	2017-18	2018-19	2019-20	2020-21	2021-22
Endeavour	990	990	990	990	990
McNair	611	611	611	611	611
Rockledge	1,689	1,689	1,689	1,689	1,689

Projected Student Membership

School	2017-18	2018-19	2019-20	2020-21	2021-22
Endeavour	892	941	980	981	990
McNair	455	443	471	461	466
Rockledge	1,470	1,515	1,522	1,485	1,458

Students Generated by Previously Issued SCADL Reservations

School	2017-18	2018-19	2019-20	2020-21	2021-22
Endeavour	1	15	32	32	32
McNair	5	11	16	16	16
Rockledge	46	80	100	108	108

Cumulative Students Generated by Proposed Development

School	2017-18	2018-19	2019-20	2020-21	2021-22
Endeavour	-	27	27	27	27
McNair	-	6	6	6	6
Rockledge	-	10	10	10	10

Total Projected Student Membership (includes Cumulative Impact of Proposed Development

School	2017-18	2018-19	2019-20	2020-21	2021-22
Endeavour	893	983	1,039	1,040	1,049
McNair	460	460	493	483	488
Rockledge	1,516	1,605	1,632	1,603	1,576

Projected Available Capacity = FISH Capacity - Total Projected Student Membership

School	2017-18	2018-19	2019-20	2020-21	2021-22
Endeavour	97	7	(49)	(50)	(59)
McNair	151	151	118	128	123
Rockledge	173	84	57	86	113

At this time, the concurrency service area for the elementary school level is projected to have insufficient capacity to accommodate the potential residential development resulting from the King Street ACLF. Because there is a shortfall of available capacity in the concurrency service area of the King Street ACLF, the capacity of adjacent concurrency service areas must be considered, per Interlocal Agreement Section 13.2(e). The adjacent Elementary School Concurrency Service Areas are those of Cambridge Elementary, Tropical Elementary, Golfview Elementary and Saturn Elementary. A table of capacities of the *Adjacent School Concurrency Service Areas* that could accommodate the impact of the Avery Springs Subdivision is shown:

FISH Capacity (including relocatables) from the Financially Feasible Plan Data and Analysis for School Years 2017-18 to 2021-22

School	2017-18	2018-19	2019-20	2020-21	2021-22
Cambridge	765	765	765	765	765

Projected Student Membership

School	2017-18	2018-19	2019-20	2020-21	2021-22
Cambridge	658	674	694	717	735

Students Generated by Previously Issued SCADL Reservations

School	2017-18	2018-19	2019-20	2020-21	2021-22
Cambridge	-	-	-	-	-

Cumulative Students Generated by Proposed Development

School	2017-18	2018-19	2019-20	2020-21	2021-22
Cambridge	-	27	27	27	27

Total Projected Student Membership (includes Cumulative Impact of Proposed Development

School	2017-18	2018-19	2019-20	2020-21	2021-22
Cambridge	658	701	721	744	762

Projected Available Capacity = FISH Capacity - Total Projected Student Membership

School	2017-18	2018-19	2019-20	2020-21	2021-22
Cambridge	107	64	44	21	3

This is a **non-binding** review; a *Concurrency Determination* must to be performed by the School District prior to a Final Development Order and the issuance of a Concurrency Evaluation Finding of Nondeficiency by the Local Government.

We appreciate the opportunity to review this proposed project. Please let us know if you require additional information.

Sincerely,

David G. Lindemann, AICP
Manager Facilities Planning & Intergovernmental Relations

Enclosure: *Brevard County Public Schools Utilization 2016-17 to 2021-22*

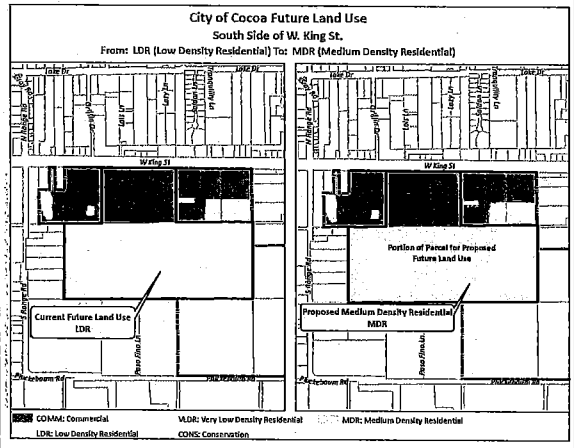
Copy: Susan Hann, P.E., AICP, Director of Planning & Project Management
File CD-2017-05

CITY OF COCOA
NOTICE OF COMPREHENSIVE PLAN CHANGE

Notice is hereby given that the City Council of the City of Cocoa, Florida will hold a public hearing at the Cocoa City Hall Council Chambers, 65 Stone Street, Cocoa, Florida, at 6:00 p.m. on Tuesday, July 11, 2017 in order to consider the following:

PZ-17-00500002 – FUTURE LAND USE MAP AMENDMENT
ORDINANCE NO. 08-2017

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



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 this hearing, 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.

The facility where this public hearing will be held is accessible to the physically handicapped. Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. Written comment from the public with regard to the application will also be accepted.

Information pertaining to the above may be inspected at the Planning & Zoning Division beginning the Friday before the meeting, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

FT-0000590508

☐ PROOF O.K. BY: _____ ☐ O.K. WITH CORRECTIONS BY: _____

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

ADVERTISER: CITY OF COCOA (TE) SALES PERSON: 0042-OPEN RIVAS PUBLICATION: FT-FLORIDA TODAY	PROOF CREATED AT: 6/22/2017 5:12 PM PROOF DUE: - SIZE: 3 col X 10 in	NEXT RUN DATE: 07/01/17	FT-0000590508.INDD

Rick Scott
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Cissy Proctor
EXECUTIVE DIRECTOR

May 30, 2017

The Honorable Henry U. Parrish III
Mayor, City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Dear Mayor Parrish:

The Department of Economic Opportunity has completed its review of the proposed comprehensive plan amendment for the City of Cocoa, Amendment No. 17-1ESR, which was received on May 1, 2017. We have reviewed the proposed amendment pursuant to Sections 163.3184(2) and (3), Florida Statutes (F.S.), and identified no comments related to important state resources and facilities within the Department's authorized scope of review that will be adversely impacted by the amendment if adopted.

Pursuant to Section 163.3184(3)(b), F.S., other reviewing agencies have the authority to provide comments directly to the City. If other reviewing agencies provide comments, we recommend the City consider appropriate changes to the amendment based on those comments. If unresolved, such reviewing agency comments could form the basis for a challenge to the amendment after adoption.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. Also, please note that Section 163.3184(3)(c)1, F.S., provides that if the second public hearing is not held within 180 days of your receipt of agency comments, 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. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment.

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 Dan Pennington, at (850) 717-8524, or by email at dan.pennington@deo.myflorida.com.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/dp

Enclosure: Procedures for adoption of comprehensive plan amendments

cc: Hugh Harling, Jr., P.E., Director, East Central Florida Regional Planning Council
Steve Beil, Senior Planner, City of Cocoa

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 Department of Economic Opportunity 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:

_____ Department of Economic Opportunity 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 Department of Economic Opportunity notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the Department of Economic Opportunity or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity.

_____ List of additional changes made in the adopted amendment that the Department of Economic Opportunity 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 Department of Economic Opportunity in response to the comment letter from the Department of Economic Opportunity.

Legislation Details (With Text)

File #:	17-289	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	6/26/2017			**In control:**	City Council
On agenda:	10/10/2017			**Final action:**	
Title:	Ordinance 09-2017/2nd & Final Reading: Amending the zoning designation of the subject property from RR-1 (Rural Residential) to RU-2-15 (Multiple Family Residential). (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 09-2017 Exhibit A - Legal Description 102.42 acres RR-1 to RU-2-15 Legal Ad Rezoning 7-11-2017				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 9, 2017
Agenda Date: October 10, 2017
Prepared By: Nancy A. Bunt, Deputy Community Services Director
Through: Karen D. Hamilton, Community Services Director
Requested Action:
Approve the second reading of Ordinance 09-2017, amending the zoning designation of the subject property from RR-1 (Rural Residential) to RU-2-15 (Multiple Family Residential).

BACKGROUND:

Applicant: Kimberly B. Rezanka
96 Willard St., Suite 302
Cocoa, FL 32922

Owner: 2075 W. King Street Land Trust
2720 Park Street, Unit 205
Jacksonville, FL 32205

Location: South side of W. King Street, approximately 0.25 miles east of S. Range Road. The Property Appraiser identifies the parcel as Tax Account Number 2423993.

Request: **ZONING MAP AMENDMENT** consistent with Appendix A, Zoning, Article XXII, to change the Zoning Map designation of a portion of one parcel (102.2 acres of the total 130.66-acre parcel) from RR-1 (Rural Residential) to RU-2-15 (Multiple Family

Dwelling).

The applicant, Kimberly B. Rezanka, on behalf of the property owner, 2075 W. King Street Land Trust, is requesting to amend the Zoning Map designation of approximately 102.2 acres of the overall 130.66-acre subject parcel from RR-1 (Rural Residential) to RU-2-15 (Multiple Family Residential) as depicted on Exhibit A. The reason for the requested change is the property owner is proposing to construct an adult congregate living facility (ACLF) on the subject property. The RU-2-15 zoning designation allows ACLF uses by Special Exception approval. The current zoning designation of RR-1 Residential does not allow for an ACLF use.

The applicant has also submitted an application to amend the Comprehensive Plan to change the future land use designation from “Low Density Residential” to “Medium Density Residential” and “Conservation.” Action on the rezoning will be subsequent to action taken on the amendment to the Comprehensive Plan. Again, the requested rezoning only applies to the 102.2-acre portion of the subject parcel depicted on Exhibit A.

The provisions of the RU-2-15 Residential district are intended to apply to an area of medium density residential development with a variety of housing types. Lots and other restrictions are intended to promote and protect medium density residential development, maintaining an adequate amount of open space for such development.

As noted in the comprehensive plan amendment staff report, the subject parcel has two future land use and zoning designations. The northern portion of the parcel (28.46 acres), along W. King Street, is approximately 1,300 feet wide by 950 feet deep, totaling approximately 28.46 acres. This portion of the parcel has a “Commercial” future land use designation and is zoned C-W (Wholesale Commercial).

It should be noted the applicant during the first public hearing for the comprehensive plan amendment agreed to enter into a Development Agreement, based on public concerns the use could be changed to multi-family and or other more intense uses, to limit the development pursuant to the Land Use Map in the Development Agreement (including an ACLF, independent living facilities and 55+ residential development) and to ensure compatibility with neighboring properties. The agreement also provides for a six foot (6’) buffer wall and opaque fence along the west and southern boundaries of the property as more specifically set forth in the Development Agreement.

The southern portion of the property measures approximately 3,300 feet wide by 1,340 feet deep. This portion of the parcel currently has a future land use designation of “Low Density Residential” with a RR-1 (Rural Residential) zoning designation.

This rezoning ordinance is contingent upon Ordinance No. 08-2017 (FLU Map Amendment) becoming effective.

The following table summarizes the current FLUM and Zoning designations for the adjacent parcels:

Future Land Use:	Current: Low Density Residential Proposed: Medium Den
Zoning District(s):	Current: RR-1 (Rural Residential) Proposed: RU-2-15 (M
Existing Land Use:	Vacant
Council District:	District 1 - Councilmember Whipple, Jr.

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Overview of Surrounding Area:			
	Future Land Use Designations	**Zoning Districts**	**Land Uses**
North	Commercial	C-W	Vacant, Space Coa Honda, & County School Bus Facility
South	Very Low Density Residential (City	RU-1-7 (City); AU (County)	Single-family Residential & Vaca
East	Low Density Residential (City); RE	RU-1-7 (City); AU (County)	Vacant
West	NC - Neighborhood Commercial (	RR-1 & GU (Count	Single-family Residential & Vaca

II. Rezoning Analysis

Consistency with Code of the City of Cocoa

In accordance with Appendix A of the City of Cocoa, Article XXII, Section 1(G), the following criteria are to 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: *The proposed change is not contrary to established land patterns. Applicant seeks a change of the zoning from RR-1 to RU-2-15. The change is necessary to allow the redevelopment of the existing excavation/borrow pit that exists on the western portion of the land. Additionally, despite the Property being over 100 acres, very little uplands exist for development. This zoning change is appropriate because it will serve as a transitional use between the commercial properties to the north and the residential uses to the west (and potentially to the south and east).*

The property for which the amendment is sought is adjacent to commercial land to the north. Despite low density residential zoning to the east, south, and west, there are only five (5) developed lots to the west, a couple of which also have agricultural uses. The properties to the east and west and undeveloped, include a former borrow pit, and appear to be used for grazing or other agricultural uses. To the north is (1) the School Board Transportation Dept., with school bus storage, (2) the remainder of applicant's land to be developed with mini-warehouses and vehicle sales, and (3) vehicle sales (Cocoa Honda and Cocoa Hyundai).

This amendment is compatible because it provides for low impact uses and because this is an underdeveloped area with no "residential neighborhoods".

Staff Response: The proposed rezoning for the 102.2-acre portion of the subject parcel is approximately 1,000 feet from the south side of W. King Street. The land use pattern along the southern and northern side of W. King Street, in the general vicinity of the subject parcel, consists of commercial, retail, and light industrial-type uses. The north side of W. King Street is located in Brevard County. Directly north of the subject parcel, on the north side of W. King Street, there are five vacant parcels. The parcels to the south and west consist of single-family residences and vacant parcels.

Staff believes that the 102.2-acre portion of the subject property is setback at least 1,000 feet from W. King Street and would not be impacted by the established uses along W. King Street. Required landscaping/buffering requirements for the ACLF would be reviewed during the Special Exception review by the Board of Adjustment and site plan review by the Planning & Zoning Board. It should also be noted that the development agreement requires a buffer wall, and this would be in addition to the landscape requirements set forth in the Code.

b. The proposed change would create an isolated district unrelated to adjacent and nearby districts.

Applicant Response: *This rezoning will not create an isolated zone, but will create a transitional zone for intense commercial use to low intensity commercial to residential.*

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Staff Response: The proposed ACLF could be considered a low impact use and could be viewed as a transition between the commercial, retail, and light industrial uses along W. King Street and the residential zoning to the south. ACLFs are permitted by Special Exception approval by the Board of Adjustment in the RU-2-15 zoning district. Staff believes the RU-2-15 zoning designation would be the most appropriate zoning designation with the limited residential uses adjacent to the subject property. Moreover, there is no practical or functional relationship to the surrounding properties.

c. 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.

Applicant Response: *The rezoning will not materially alter population, increase the load on public facilities, or decrease the transportation LOS (Level of Service). Please see CPA application for traffic counts and trip analysis of ACLF's (Exhibit C).*

Staff Response: Rezoning the 102.2-acre portion of the subject parcel would not materially alter the population, increase the load on public facilities, or decrease the transportation level of service, or add any burden to schools or utilities as an ACLF use is considered a low impact use and would be occupied by the elderly.

Furthermore, the majority of the 102.2-acre portion of the property is undevelopable due to wetland conditions and the large lake that was once a borrow pit. Development density and intensity on the property would be low due to these physical constraints.

d. Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

Applicant Response: *The existing boundaries are not "illogically drawn", but are no longer valid based upon the lack of residential development that has occurred in the area since the zoning classification was adopted. The area has trended toward commercial use, including excavation and borrow pits.*

Staff Response: Staff believes the boundaries are logically drawn in relation to the existing uses in the area.

e. The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.

Applicant Response: *The rezoning would not be contrary to the land use plan or adversely impact the Comprehensive Plan. Please see Comprehensive Plan Addendum for additional information.*

Staff Response: The FLUM designation for the subject lot is proposed to be amended to "Medium Density Residential." The proposed rezoning would be consistent with the following Future Land Use Element of the Comprehensive Plan:

> **Policy 1.1.2.4: Medium Density Residential (MDR).** Medium density residential areas shall be regarded as areas of 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.
>
> *The proposed amendment area has direct access to SR 520, which has a functional classification of "Arterial" as shown on Map M-II-2 Functional Roadway Classification Map of the Transportation Element.*
>
> B. These areas should have convenient access to community services.
>
> *SR 520 is a major east-west transportation corridor in the City. The road provides direct access to major shopping destinations such as Wal-Mart and Cocoa Village as well as several service related facilities in the community.*

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C. New developments 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.

Any new development shall comply with all Comprehensive Plan objectives and policies related to environmental and open space protection and buffering requirements as well as all Land Development Regulations.

f. Changed or changing conditions make the passage of the proposed amendment necessary.

Applicant Response: *Yes, the land use patterns in the area have changed, necessitating the rezoning requested.*

Staff Response: The intent of the rezoning request is to be able to provide an ACLF use on the westerly section of the 102.2-acre portion of the subject property. Staff believes there is a need for the proposed ACLF use to serve the elderly community in the City as the overall population of the Baby Boomer generation continues to age.

g. The proposed change will adversely influence living conditions in the neighborhood.

Applicant Response: *Living conditions for the five developed residential properties to the west will not change. There is no neighborhood. All traffic will enter the property from SR 520.*

Staff Response: As there is already a mix of residential, commercial, and light industrial uses in the area, the proposed rezoning would not adversely influence living conditions in the immediate area. Through the site plan review process, landscaping/buffer requirements would minimize any potential effects in the immediate area, particularly the limited residential uses to the west and south. Additionally, as previously noted the applicant during the first public hearing agreed to enter into a Development Agreement, based on public concerns the use could be changed to multi-family and or other more intense uses, to limit the development as an ACLF and to ensure compatibility with neighboring properties.

h. The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Applicant Response: *The rezoning will not create excessive traffic or affect public safety. This amendment will not impact transportation level of service for the applicable roadway segment to the extent that the existing levels are degraded. It is clear from the City Comprehensive Plan and the most recent traffic counts (portions of both included with the CPA application), that the level of service of SR 520 in this traffic segment continues to operate at a Level C, above the minimum LOS (Level of Service) of D. There are many SCAT stops along SR 520 for employees of SCAT, but it is doubtful that the ACLF residents will utilize SCAT.*

Staff Response: It is not anticipated that the proposed rezoning would create or excessively increase traffic congestion or otherwise affect public safety. As previously stated, the overall development potential for the site is low due to the physical constraints of the property such as existing wetlands on the eastern portion of the property and the large lake on the western portion.

i. The proposed change will create a drainage problem.

Applicant Response: *The rezoning will not create a drainage problem. The property to be redeveloped to current DEP, SJRWMD, and City stormwater codes, which will improve the property and nearby properties.*

Staff Response: No drainage problems are anticipated as a result of the rezoning. Any new construction would be required to comply with all applicable regulations and permitting requirements.

j. The proposed change will seriously reduce light and air to adjacent areas.

Applicant Response: *The rezoning will have no reduction of light or air to adjacent areas.*

Staff Response: Any proposed use associated with the rezoning, or any new construction, would be required to meet the requirements of the City Code to ensure light and air to adjacent areas are not reduced.

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k. The proposed change will adversely affect property values in the adjacent areas.

Applicant Response: *The proposed change will likely enhance the property values in the adjacent areas.*

Staff Response: It is not anticipated that property values would be affected by the proposed rezoning. The proposed zoning will require adequate buffering to protect the adjacent residential properties.

l. The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

Applicant Response: *The proposed change will not be a deterrent to the improvement or development of adjacent property per existing regulations. The proposed ACLF will be low intensity and unobtrusive, so the surrounding residentially zoned properties will not be deterred from building single family homes.*

Staff Response: It is not anticipated that the proposed rezoning would be a deterrent to the improvement or development of adjacent property. Development of the property would be severely restricted by its physical constraints and conditions. Appropriate buffering to adjacent properties would be required to ensure no negative impacts.

m. The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Applicant Response: *The proposed change will not grant a special privilege to the applicant. The change will allow for positive redevelopment of an old borrow pit.*

Staff Response: The proposed change will not constitute a grant of special privilege to the property owner of the subject property as contrasted with the public welfare.

n. There are substantial reasons why the property cannot be used in accord with existing zoning.

Applicant Response: *There are substantial reasons why the property cannot be developed as an ACLF. The only principal use allowed is one-acre single family homes. There exists insufficient uplands to make creation of a subdivision feasible. Additionally, the cost to develop such a subdivision would be insurmountable. An ACLF cannot be constructed under current zoning.*

Staff Response: The 102.2-acre portion of the subject property requesting the rezoning is currently zoned RR-1 and only allows for 1-acre single-family dwellings. The applicant is proposing to construct an ACLF, which is prohibited in the RR-1 zoning district. The property is not conducive to subdividing into 1-acre lots due to an existing borrow pit and wetlands on the property. Staff believes the proposed ACLF would be a better use for the property.

o. Whether the change suggested is out of scale with the needs of the neighborhood of the city.

Applicant Response: *Because of the adjacent commercial uses, and lack of residential homes in the area, the proposed change is not out of scale with the needs of the area. There is no neighborhood.*

Staff Response: The proposed rezoning is not out of scale with the needs of the area and would provide a transition between commercial, retail, and light-industrial uses along W. King Street and residential uses to the south and west of the 102.2-acre portion of the subject property.

p. It is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

Applicant Response: *There are no other adequate sites in the City for the proposed use in districts already permitting such use. There is no Neighborhood Commercial designated land, with related C-N zoning, for miles from this property. Nor is there sufficient Commercial designated property of adequate size to allow an ACLF along SR 520. This is clear from Map M-I-6: Vacant Land by FLU Category.*

Staff Response: The property owner is proposing to develop the 102.2-acre portion of the subject property with an ACLF, in which the City is supportive of. As noted above, ACLFs are permitted by Special Exception approval in the RU-2-15 zoning district.

Consistency with Comprehensive Plan Policies and Objectives

The proposed RU-2-15 zoning designation is consistent with the allowable uses under the "Medium Density Residential" Future Land Use per the City of Cocoa Comprehensive Plan.

Concurrency Management/Adequate Public Facilities

Section 15-22 of the City Code provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards adopted by the City for public facilities and services, as contained in the City's adopted Comprehensive Plan.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

On April 25, 2017 City Council approved the first reading of Ordinance 09-2017, amending the zoning designation of the subject property from RR-1 (Rural Residential) to RU-2-15 (Multiple Family Residential). The Planning & Zoning Board unanimously recommended approval at its April12, 2017 meeting.

RECOMMENDED MOTION:

Approve the second reading of Ordinance 09-2017, amending the zoning designation of the subject property from RR-1 (Rural Residential) to RU-2-15 (Multiple Family Residential).

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ORDINANCE NO. 09-2017

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

WHEREAS, the City Council is granted the authority, under Section 2(b), Article 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 and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held a duly noticed public hearing on the proposed zoning change 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 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 hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Cocoa, Florida.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA ORDAINS, AS FOLLOWS:

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

Section 2. Zoning Map Amendment. That 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 Rural Residential ("RR-1") to Multiple-Family Dwelling ("RU-2-15") for a portion of the real property depicted and legally described on **Exhibit "A,"** attached and incorporated herein by this reference. 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. 08-2017 as adopted by the City Council of the City of Cocoa, Florida. If Ordinance No. 08-2017 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 _____, 2017.

_____
Henry U. Parrish, III, Mayor

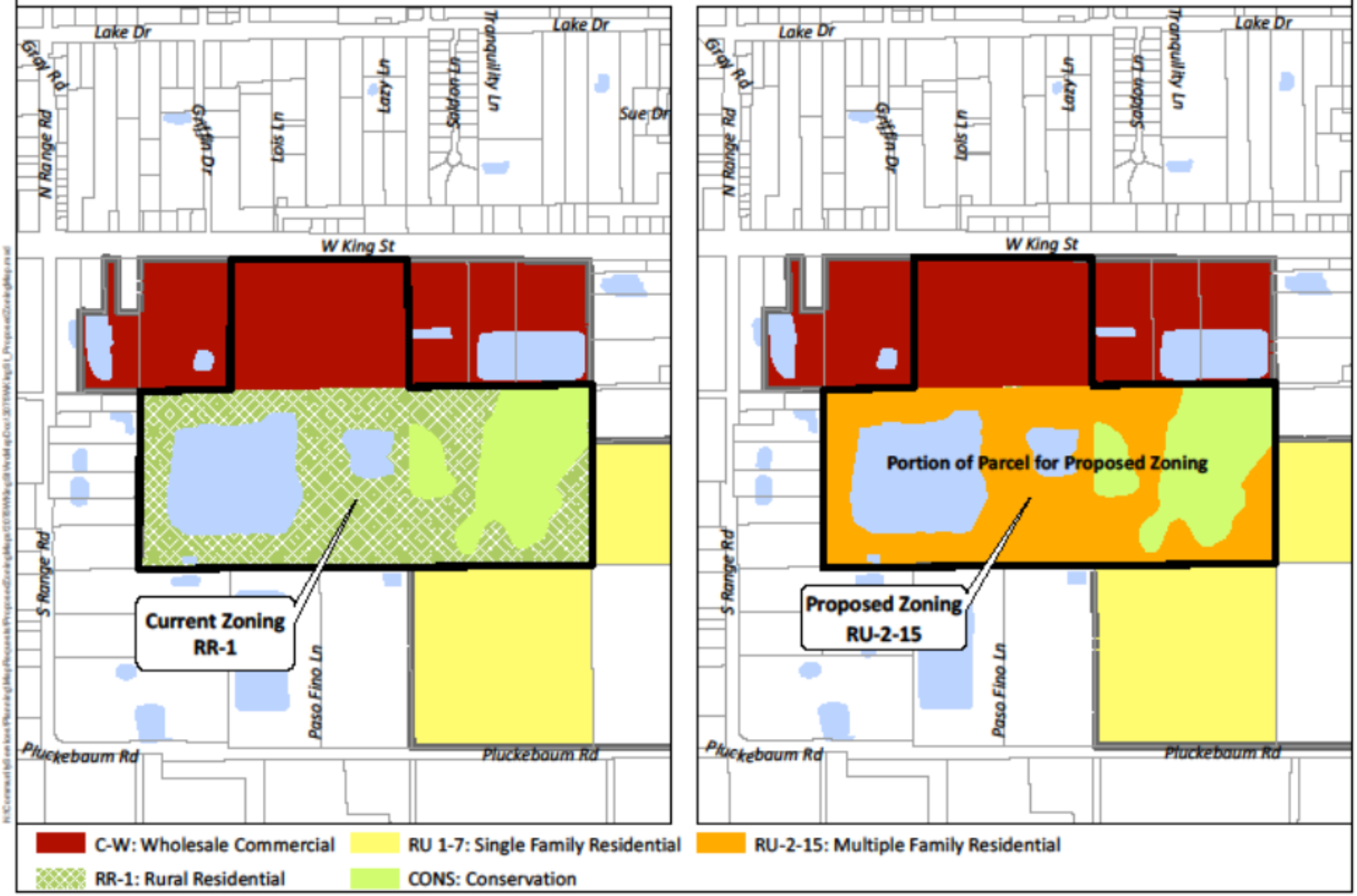
ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Zoning Map

South Side of W. King St.

From: RR-1 (Rural Residential) To: RU-2-15 (Multiple Family Residential)



FLORIDA TODAY
FLORIDA .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.: 0002231949
Pymt Method Invoice
Net Amt: $162.58

Run Times: 1

No. of Affidavits: 1

Run Dates: 07/01/17

Text of Ad:

AD# 2231949 7/1/2017

CITY OF COCOA
NOTICE OF COMPREHENSIVE PLAN CHANGE

Notice is hereby given that the City Council of the City of Cocoa, Florida will hold a public hearing at the Cocoa City Hall Council Chambers, 65 Stone Street, Cocoa, Florida, at 6:00 p.m. on Tuesday, July 11, 2017 in order to consider the following:

PZ-17-02100003 – ZONING MAP AMENDMENT
ORDINANCE NO. 09-2017
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 102.2 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF W. KING STREET, APPROXIMATELY 0.25 MILES EAST OF S. RANGE ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO, FROM RR-1 (RURAL RESIDENTIAL) TO RU-2-15 (MULTIPLE FAMILY DWELLING); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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 this hearing, 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.

The facility where this public hearing will be held is accessible to the physically handicapped. Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. Written comment from the public with regard to the application will also be accepted.

Information pertaining to the above may be inspected at the Planning & Zoning Division beginning the Friday before the meeting, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

Legislation Details (With Text)

File #:	17-446	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	10/5/2017			**In control:**	City Council
On agenda:	10/10/2017			**Final action:**	
Title:	Provide direction to the City Manager and the City Attorney's Office to prepare the necessary ordinance to ban medical marijuana treatment center dispensing facilities from locating within the jurisdictional limits of the City. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 5, 2017
Agenda Date: October 10, 2017
Prepared By: Anthony A. Garganese, City Attorney
Through: Through the City Manager's Office
Requested Action:
Provide direction to the City Manager and the City Attorney's Office to prepare the necessary ordinance to ban medical marijuana treatment center dispensing facilities from locating within the jurisdictional limits of the City.

BACKGROUND:

On January 24, 2017, in Ordinance No. 18-2016, the City Council adopted a temporary moratorium prohibiting any and all medical cannabis activities within the jurisdictional limits of the City of Cocoa during the moratorium period, currently scheduled to expire on October 21, 2017. In conjunction with the moratorium, the City Council directed City staff, in consultation with the City Attorney, to develop proposed land development regulations and other recommendations regarding such cannabis related activities. However, given the intervening enactment of amendments to section 381.986, Florida Statutes, the Planning and Zoning Division of the Community Services Department, City Manager, and City Attorney's Office are requesting direction from the City Council. Specifically, SB 8-A contained preemption provisions regarding dispensing facilities of medical marijuana treatment centers, providing that a municipality may, by ordinance, ban medical marijuana treatment center dispensing facilities from being located within the boundaries of that municipality. However, a municipality that does not ban dispensing facilities may not place specific limits on the number of dispensing facilities that may locate in the municipality and, further, may not enact ordinances for permitting or determining the location of dispensing facilities which are more restrictive than its ordinances permitting or determining the locations for pharmacies licensed under chapter 465,

Florida Statutes.

CONSIDERATIONS:

1. On January 24, 2017, the City Council adopted Ordinance No. 18-2016, imposing a temporary moratorium on any and all medical cannabis activities within the jurisdictional limits of the City of Cocoa during the moratorium period.

2. Given the City's temporary moratorium, medical marijuana dispensing facilities are currently banned within the City of Cocoa until October 21, 2017.

3. Subsequent to the adoption of Ordinance No. 18-2016, the Florida Legislature held a special session at which the Legislature enacted SB 8-A (including amendments to Section 381.986, Florida Statutes), which was intended to implement Article X, Section 29 of the Florida Constitution (commonly known as "Amendment 2"). SB 8-A was signed by Governor Scott on June 23, 2017, and became effective immediately.

4. With respect to regulating the location of dispensing facilities of medical marijuana treatment centers, Section 381.986, Florida Statutes, substantially changes the manner in which municipalities can regulate the location of dispensing facilities of medical marijuana treatment centers. Specifically, Section 381.986, Florida Statutes now contains a preemption provision regarding dispensing facilities of medical marijuana treatment centers, providing that a municipality may, by ordinance, ban medical marijuana treatment center dispensing facilities from being located within the boundaries of that municipality.

5. However, a municipality that does not ban dispensing facilities may not place specific limits on the number of dispensing facilities that may locate in the municipality and, further, may not enact ordinances for permitting or determining the location of dispensing facilities which are more restrictive than its ordinances permitting or determining the locations for pharmacies licensed under chapter 465, Florida Statutes.

6. Therefore, at least with respect to enacting zoning laws regulating the location of dispensing facilities within the jurisdictional limits of the City of Cocoa, Section 381.986, Florida Statutes, appears to provide a "binary choice" for the City Council to consider: The City Council can either: (i) ban medical marijuana treatment center dispensing facilities, or (ii) treat such facilities like pharmacies for purposes of determining permitted locations.

7. At this time, direction is requested from the City Council to determine whether it would like to (i) allow the current moratorium to expire, which would allow dispensing facilities to locate in the City in the same manner as pharmacies; (ii) ban medical marijuana treatment center dispensing facilities within the City's jurisdictional boundaries; or (iii) extend the temporary moratorium. Extension of the moratorium is not recommended because a ban could be implemented with the intent to permanently prohibit dispensing facilities or with the intent that the City revisit regulation of dispensing facilities if an appropriate ordinance regulating pharmacies as well as dispensing facilities of medical marijuana treatment facilities could be crafted.

8. Currently, the City of Cocoa zoning regulations expressly allows traditional pharmacies (drug and sundry stores) to be located within: R-P Residential Professional District; P-S Professional, Offices and Services District; C-R Restricted Commercial District; C-N Neighborhood Commercial District; C-G General Commercial District; CBD Central Business District; C-W Wholesale Commercial District; M-I Light Industrial and Warehouse District; UMD Urban Mixed Use District; and the Cocoa Waterfront Overlay District (Uptown Neighborhood CBD, South of the Village CBD, South End CBD, Waterfront CBD, Cocoa Village CBD, North of the Village C-G, King Willard CBD Sub districts).

9. If the City Council desires to consider imposing a ban, the City Staff and City Attorney's Office will prepare the necessary ordinance and present the same to the City's Land Planning Agency/P&Z Board for

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consideration and a public hearing in the near future. The Ordinance and LPA/P&Z recommendation will then be presented to the City Council for first reading and public hearing at a future regular City Council meeting.

11. If the City Council does not desire to impose a ban, additional analysis and study of the potential impact of SB 8-A may be conducted by City Staff and the City Attorney's Office. If the City Council does not provide direction to prepare an ordinance to ban dispensing facilities, when the moratorium expires on October 21, 2017, medical marijuana dispensing facilities will be permitted in the above-mentioned zoning districts pursuant to Section 381.986, Florida Statutes. There are currently twelve approved medical marijuana treatment centers in Florida.

12. Pursuant to Section 381.986, Florida Statutes, City staff is recommending that the City Council direct staff to prepare the necessary ordinance to ban dispensing facilities at this time given the limited regulatory choice provided under the law.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A. There is no direct fiscal impact related to the City Council's consideration of this Agenda Item.

PREVIOUS ACTION:

The City Council at its January 24, 2017 meeting, approved a temporary moratorium on medical cannabis activities in the City of Cocoa, which expires October 21, 2017.

RECOMMENDED MOTION:

Approve direction to the City Manager, City Attorney's Office, and Staff to prepare the necessary ordinance to ban medical marijuana treatment center dispensing facilities within the jurisdictional limits of the City of Cocoa.

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Legislation Details (With Text)

File #:	17-436	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	9/29/2017			**In control:**	City Council
On agenda:	10/10/2017			**Final action:**	
Title:	Approve a Resolution Amending the FY-2018 Budget through the use of General Fund and Water/Sewer Fund Reserves, for the purchase of (5) five vehicles that were ordered in FY-2017 but will not be received until FY-2018. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	201709291135-1.pdf 201709291135.pdf 201709291127.pdf 201709291126-1.pdf 201709291126.pdf 201709281443.pdf 201709281152.pdf Budget Resolution 2018.docx BAF-FD-Fire Vehicle (10-10-17)~ Agenda 17-436 - FY18 (2).pdf BAF-FD-Fire Vehicle (10-10-17)~ Agenda 17-436 - FY18 (2).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 29, 2017
Agenda Date: October 10, 2017
Prepared By: Tony Jones, Fleet Manager
Through: Everett Wegerif P.E. Public Works Director
Requested Action:
Approve a Resolution Amending the FY-2018 Budget through the use of General Fund and Water/Sewer Fund Reserves, for the purchase of (5) five vehicles that were ordered in FY-2017 but will not be received until FY-2018

BACKGROUND:

In FY-2017 five vehicles were approved and ordered, four in Utilities Water Field Operations 4025 on Purchase Order 70443 and one in Fire Administration 2201 Purchase Order 70434. Due to some dealership ordering delays and Hurricane Irma the vehicle deliveries were delayed and could not be delivered / received within the FY-2017 budget time frame September 30, 2017. A budget amendment and reissue of new Purchase Orders will need to be done for the vehicles

Vehicle orders-
Purchase Order #70434 ordered from Duval Ford Utilizing the Florida Sherriff Association vehicle purchasing contract a 2017/18 Ford Interceptor Utility for the Assistant Fire Chief. The vehicle delivery was delayed due to the original ordering dealership Don Reid Ford being purchase by a new dealership after the vehicle. The order was reassigned to Duval this delayed the order manufacturing / build by several months. The vehicle is currently in transit from the Ford Chicago Assembly Plant rail head yard estimated delivery October 10, 2017

Purchase Order #70443 ordered from Beck Ford Utilizing the City of Tallahassee vehicle purchasing Contract 4ea 2017/18 Ford F550 Crew Cab, Utility Body crew trucks for four of the Utilities Department Water Field Operation field work crews. One of the trucks was damaged during Hurricane Irma and was a total loss, the truck was reordered as a new factory build with a delivery date of November 13 order number H237, the other three trucks are located in Orlando at Knapheide Truck Equipment Center they are on the upfitting schedule to have all the utility equipment installed, that install was delayed due to impacts of Hurricane Irma the upfitting and delivery dates are October 10 thru 18

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

Fire Department

Amount Requested: $27,518
Account Number: 001-2200-522.64-00
Account Name: Machinery and Equipment

Source of Funds: 001-0000-389.99-50 General Fund Reserves

Utility Department

Amount Requested: $201,490
Account Number: 421-4025-536.64.00
Account Name: Machinery and Equipment

Source of Funds: 421-0000-389.99-50 Water/Sewer Fund Reserves

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

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

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Order Fulfillment
Vehicle Visibility

Help
Welcome Laura Smith
of Duval Ford

Home Vehicle Visibility

Track a Vehicle > Search by Dealer/FIN, Order Number > Search Results

Search Results

Dealer Code :
F24081

View Status Glossary

Printer-friendly version

One item found.

Order No	Body Code	VIN	Vehicle Line	Status		Vehicle Location	Status Date / Time	ETA		
				Primary	Secondary			Start Date	End Date	ETA Disposition
9011	K8A	1FM5K8AR3HGD67226	Explorer 4-door	In Production	Origin Received - (Auto Warehousing)	Ramp 06, Chicago Asy, IL	Aug-29-2017, 10:08 CT	TBD	TBD	N/A

One item found.

Export to Excel

Show results per page: 10 | 25 | 50

< Back to search page

Ford Confidential : **This website and the information contained within is Ford Motor Company Confidential.**

From: JR [mailto:jr@beckfleet.com]
Sent: Wednesday, September 13, 2017 3:54 PM
To: Tony Jones <tjones@cocoafl.org>
Cc: Christine Stull <cstull@knapheide.com>
Subject: 2017 F550, Cocoa PO 70443

Tony,

I just learned that one of your chassis, vin ending in HEE27942, was damaged beyond repair in transit (Ford) Hurricane Irma, and apologies.

That leaves me with one option:

1. I can reorder the chassis. You will get a 2018 model year, with no price increase

Christine has the other three chassis at Knapheide in Orlando. Please let me know what you would like done.

Thanks,

JR

John Rossodivito
Municipal Sales Manager
Beck Auto Group
(904) 646-7985
jr@beckfleet.com

Click here to report this email as spam.

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO. 70434

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 1441
VENDOR FAX NO.: 904-387-6816
VENDOR PH NO.: 904-388-2144

DATE 5/03/2017
DATE REQUIRED 4/25/2017

DUVAL FORD FIN QE065
P.O. BOX 7687
JACKSONVILLE FL 32238

9011

DELIVER TO:

City of Cocoa
CITY GARAGE
301 SHEARER BOULEVARD
COCOA FL 32922

Florida Sales Tax Exemption No. 85-8012621548C-8

BUYER/REQ. #
DK 0000033046
TONY JONES - FLEET

F.O.B. COCOA

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	1.00	EA	2017 FORD INTERCEPTOR POLICE RATED UTILITY - AWD K 3.7L V6 TI-VCT FFV ENGINE POWER WINDOWS/ DOOR LOCKS DELETE Driver s Side (Left Hand) Spotlight BACK UP CAMERA	26030.7700	26030.77
2	1.00	EA	KEYLESS ENTRY VENDOR ITEM NO. - 595	260.0000	260.00
3	1.00	EA	AUTO HEADLAMPS	115.0000	115.00
4	1.00	EA	EXTERIOR COLOR: FIRE ENGINE RED*** SPECIAL PAINT** VENDOR ITEM NO. - 12R13 INTERIOR COLOR: CHARCOAL BLACK BUCKET SEATS WITH REAR VINYL	1112.0000	1112.00
5	1.00	SUM	TOTAL LABOR HOURS PER SPEC. INCLUDES WIRE, LOOM, VENDOR ITEM NO. - LABOR	.0001	.00

*** CONTINUED ***

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT: Invoices and packing slips must bear our Order No.**

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

ACCOUNT NUMBER

00122005226400

CITY OF COCOA

Purchasing Agent

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO. 70434

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 1441
VENDOR FAX NO.: 904-387-6816
VENDOR PH NO.: 904-388-2144

DATE 5/03/2017
DATE REQUIRED 4/25/2017

DUVAL FORD FIN QE065

DELIVER TO:

City of Cocoa

Florida Sales Tax Exemption No. 85-8012621548C-8

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
5			TOTAL LABOR HOURS PER SPEC. INCLUDES WIRE, LOOM, connectors, PDI and shop supplies:		
				TOTAL	27517.77

REMARKS:

```
**********************************
*    THIS PURCHASE ORDER WILL    *
*  EXPIRE ON SEPTEMBER 30, 2017  *
*          **********            *
*    TO AVOID DELAYED PAYMENT    *
*      EMAIL INVOICE(S) TO:      *
*  ACCOUNTSPAYABLE@COCOAFL.ORG   *
**********************************
```

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
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5. **IMPORTANT:** **Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

00122005226400

CITY OF COCOA

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

Purchasing Agent

Beck Auto

PURCHASE ORDER

FLEET DEPARTMENT
John Rossodivito
(904) 646-7985

The following number must appear on all invoices, bills of lading, and acknowledgements relating to this PO:
PURCHASE ORDER: H234

P.O. DATE 5/30/2017
PO NUMBER:

VIN #

City of Cocoa

TO:
Knapheide Southeast

Sales Tax Rate: Exempt

QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1		Knaphide 11" Service Body, Compartment Lights, Master Lock System	7,384.25	7,384.25
1		Knaphide Headach Rack with Whelen Ion T Clear Amber 4 Corner Strobe Lights	1,917.24	1,917.24
1		Lisftgate 1600# Tommygate	2,799.00	2,799.00
1		Class V Hitch	450.00	450.00
1		Backup Camera	545.00	545.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
			subtotal	13,095.49
			SHIPPING	
			TAX	
			OTHER	
			TOTAL	**$13,095.49**

APPROVED BY

5/30/17
DATE

Beck Auto

PURCHASE ORDER

FLEET DEPARTMENT
John Rossodivito
(904) 646-7985

The following number must appear on all invoices, bills of lading, and acknowledgements relating to this PO:
PURCHASE ORDER: **H235**

P.O. DATE **5/30/2017**
PO NUMBER:

TO:
Knapheide Southeast

VIN #

City of Cocoa

Sales Tax Rate: Exempt

QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1		Knaphide 11" Service Body, Compartment Lights, Master Lock System	7,384.25	7,384.25
1		Knaphide Headach Rack with Whelen Ion T Clear Amber 4 Corner Strobe Lights	1,917.24	1,917.24
1		Lisftgate 1600# Tommygate	2,799.00	2,799.00
1		Class V Hitch	450.00	450.00
1		Backup Camera	545.00	545.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
			subtotal	13,095.49

	SHIPPING	
	TAX	
	OTHER	
	TOTAL	**$13,095.49**

APPROVED BY

5/30/17
DATE

Beck Auto

PURCHASE ORDER

FLEET DEPARTMENT
John Rossodivito
(904) 646-7985

The following number must appear on all invoices, bills of lading, and acknowledgements relating to this PO:
PURCHASE ORDER: H236

P.O. DATE 5/30/2017
PO NUMBER:

VIN #

City of Cocoa

TO:
Knapheide Southeast

Sales Tax Rate: Exempt

QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1		Knaphide 11" Service Body, Compartment Lights, Master Lock System	7,384.25	7,384.25
1		Knaphide Headach Rack with Whelen Ion T Clear Amber 4 Corner Strobe Lights	1,917.24	1,917.24
1		Lisftgate 1600# Tommygate	2,799.00	2,799.00
1		Class V Hitch	450.00	450.00
1		Backup Camera	545.00	545.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
			subtotal	13,095.49
			SHIPPING	
			TAX	
			OTHER	
			TOTAL	$13,095.49

APPROVED BY

5/30/17
DATE

Beck Auto

PURCHASE ORDER

FLEET DEPARTMENT
John Rossodivito
(904) 646-7985

The following number must appear on all invoices, bills of lading, and acknowledgements relating to this PO:
PURCHASE ORDER: H237

P.O. DATE 5/30/2017
PO NUMBER:

TO:
Knapheide Southeast

VIN #
City of Cocoa

Sales Tax Rate: Exempt

QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1		Knaphide 11" Service Body, Compartment Lights, Master Lock System	7,384.25	7,384.25
1		Knaphide Headach Rack with Whelen Ion T Clear Amber 4 Corner Strobe Lights	1,917.24	1,917.24
1		Lisftgate 1600# Tommygate	2,799.00	2,799.00
1		Class V Hitch	450.00	450.00
1		Backup Camera	545.00	545.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
			subtotal	13,095.49
			SHIPPING	
			TAX	
			OTHER	
			TOTAL	**$13,095.49**

APPROVED BY 5/30/17 DATE

JOB ORDER	Expected Completion Date	OPEN DATE	SHIPTO NAME	KEY CODE	STOCK ID
ORJ20485	10-Oct	8/9/17	BECK AUTO SALES	O3837	H236
ORJ20486	13-Oct	8/9/17	BECK AUTO SALES	O3820	H235
ORJ20487	18-Oct	8/9/17	BECK AUTO SALES	O3754	H234

Thank you,

Kristina Tidwell | Office Manager

Knapheide Truck Equipment Center
510 Thorpe Road // Orlando, FL // 32824-8133
Main: 407-857-2040 // Direct: 407-251-3015// M: 407-704-0862 // orlando.knapheide.com

Click here to report this email as spam.

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO. 70443

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 683
VENDOR FAX NO.:
VENDOR PH NO.: 904-646-7985

DATE 5/04/2017
DATE REQUIRED 5/01/2017

BECK CHRYSLER DODGE JEEP
256 HYW 17 NORTH
PALATKA FL 32177

DELIVER TO:

City of Cocoa
CITY GARAGE
301 SHEARER BOULEVARD
COCOA FL 32922

Florida Sales Tax Exemption No. 85-8012621548C-8

BUYER/REQ. #
DK 0000033071 F.O.B.
TONY JONES - FLEET

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	1.00	SUM	CITY OF TALLAHASSEE VEHICLE CONTRACT #3921 PURCHASE APPROVED BY CITY COUNCIL ON 4/25/2017 THE CONTRACT IS VALAID FOR A PERIOD OF 5 YEARS ENDING ON 1/25/2022	.0001	.00
2	4.00	EA	2017 FORD F550 CREW CAB 4X2 84"CA	40304.0000	161216.00
3	4.00	EA	ALL WEATHER FLOOR MATS	250.0000	1000.00
4	4.00	EA	KNAPHIDE 11" SERVICE BODY, COMPARTMENT LIGHTS, WITH MASTER LOCKING SYSTEM	7384.2500	29537.00
5	4.00	EA	KNAPHIDE HEADACH RACK WITH Whelen Ion T Clear Amber 4 Corner Strobe Lights	1917.2400	7668.96
6	4.00	EA	LIFTGATE 1600# TOMMYGATE	2799.0000	11196.00

*** CONTINUED ***

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT:** **Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

42140255366400

CITY OF COCOA

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

Purchasing Agent

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO. 70443

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 683
VENDOR FAX NO.:
VENDOR PH NO.: 904-646-7985

DATE 5/04/2017
DATE REQUIRED 5/01/2017

BECK CHRYSLER DODGE JEEP

DELIVER TO:

City of Cocoa

Florida Sales Tax Exemption No. 85-8012621548C-8

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
7	4.00	EA	CLASS V HITCH	450.0000	1800.00
8	4.00	EA	BACKUP CAMERA	545.0000	2180.00
9	4.00	EA	FORD PRICE CONCESSION	4600.0000	18400.00
10	4.00	EA	TALLAHASSEE PIGGY BACK FEE	100.0000	400.00
11	4.00	EA	CONTRACT NEGOTIATED DEALER MARKUP	1072.9900	4291.96
12	4.00	EA	FREIGHT /	150.0000	600.00
				TOTAL	201489.92

REMARKS:

```
**********************************
*    THIS PURCHASE ORDER WILL    *
*  EXPIRE ON SEPTEMBER 30, 2017  *
*          **********            *
```

*** CONTINUED ***

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
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ACCOUNT NUMBER

42140255366400

CITY OF COCOA

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

Purchasing Agent

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO. 70443

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 683
VENDOR FAX NO.:
VENDOR PH NO.: 904-646-7985

DATE 5/04/2017
DATE REQUIRED 5/01/2017

BECK CHRYSLER DODGE JEEP

DELIVER TO:

City of Cocoa

Florida Sales Tax Exemption No. 85-8012621548C-8

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
			REMARKS:		
			* TO AVOID DELAYED PAYMENT *		
			* EMAIL INVOICE(S) TO: *		
			* ACCOUNTSPAYABLE@COCOAFL.ORG *		
			**********		

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT: Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

42140255366400

CITY OF COCOA

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

Purchasing Agent

TERMS AND CONDITIONS

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

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

3. **WARRANTY**: With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership or association.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. **SOVEREIGN IMMUNITY.** Nothing contained in this Purchase Order 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. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

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

CNGP530 VEHICLE ORDER CONFIRMATION 05/05/17 15:39:51

==> Dealer: F24509

2017 F-SERIES SD Page: 1 of 2

Order No: H234 Priority: F3 Ord FIN: QB769 Order Type: 5B Price Level: 755

Ord PEP: 660A Cust/Flt Name: CITY OF COCOA PO Number:

		RETAIL	DLR INV
W5G	F550 4X2 CRW CC	$41990	$39681.00
	203" WHEELBASE		
Z1	OXFORD WHITE		
A	VNYL 40/20/40		
S	MEDIUM EARTH GR		
660A	PREF EQUIP PKG		
	.XL TRIM		
572	.AIR CONDITIONER	NC	NC
	.AM/FM STER/CLK		
99Y	6.8L EFI V10 EN	NC	NC
44P	6-SPD AUTOMATIC	NC	NC
TFB	.225 BSW AS 19.5		
X48	4.88 REG AXLE	NC	NC
90L	PWR EQUIP GROUP	1125	1035.00
	TELE TT MIR-PWR		
	JOB #2 BUILD		
18B	PLAT RUNNING BD	445	409.00
	LESS TPMS		
	18000# GVWR PKG		
425	50 STATE EMISS	NC	NC
52B	BRAKE CONTROLLR	270	249.00
65Z	AFT AXLE TANK	NC	NC
	TOTAL BASE AND OPTIONS	45265	39856.28
	TOTAL	45265	39856.28

THIS IS NOT AN INVOICE

TOTAL PRICE EXCLUDES COMP PRICE ALLOW

* MORE ORDER INFO NEXT PAGE *

F8=Next

F1=Help F2=Return to Order F3/F12=Veh Ord Menu

F4=Submit F17=Delete Entry F9=View Trailers

S006 - MORE DATA IS AVAILABLE. QC06394

CNGP705 MULTIPLE ORDER SUBMIT STATUS 05/15/17 12:09:57

==> _____ Dealer: F24509

Model Yr: 17 Body: W5G PEP Code: 660A No of Units: 004

Beg Ord: H234 End Ord: H237 Ord Type: 5B Ord FIN: QE596 User FIN: QE596

SUBMITTED:

H234 H235 H236 H237

F1=Help F2=Return to Order F3/F12=Veh Ord Menu

U383 - 4 OF 4 ORDERS SUBMITTED. QC06394

FLEET

WEEKLY FUEL TANK READINGS

DATE: 9/29/2017 TIME 11 : 45 (AM) PM

TANK #1
REG. GASOLINE 12,000GAL

STICK READING 51 3/4"

GALLONS (CHART) 6,729

PUMP #1
TOTALIZER READING 908,295

TANK #2
ULS / BIO DIESEL 10,000GAL

STICK READING 65 3/4"

GALLONS (CHART) 7,411

PUMP #1
TOTALIZER READING 246,380

TANK #3
ULS DIESEL 2,500GAL

STICK READING 48 1/2"

GALLONS (CHART) 1,927

PUMP #3
TOTALIZER READING 151,036

TANK #4
REG GASOLINE 10,000GAL

STICK READING 58 1/4"

GALLONS (CHART) 6,565

PUMP #4
TOTALIZER READING 470,217

TANK #6
PRE - NON ETHANOL GASOLINE 275GAL

STICK READING 43"

GALLONS (CHART) 197

PUMP #6
TOTALIZER READING 1549

READINGS DONE BY: Anthony Brockman

SCI Distribution, LLC
300 S. Madison Ave, Suite 2, Clearwater, FL 33756
PH: 727 466 0724 ; Fax 727 447 6102

Bill To	Ship To
City of Cocoa US1103 301 Shearer Blvd Cocoa, Fl 32926	

Site No.	Site Name	P.O. Number	Terms
	Cocoa	CC	Net 30

Qty	Item Code	Description	Price Each	Amount
1	FS_UNIT	Fuel Shield Main Processing Unit (FS2005) SN: 087579 for Pump 1	616.00	616.00T
1	Shipping	Shipping and Handling	21.00	21.00

Company Name: SCI Distribution, LLC
Account # 9058047649
Bank name: Wells Fargo Bank, N.A.
Bank address: 420 Montgomerycity San Francisco, CA 94104
International: SWIFT BIC WFBIUS6S
(RTN/ABA) 121000248

Subtotal	$637.00
Sales Tax (0.0%)	$0.00
Total	$637.00
Balance Due	$637.00

A late fee of 2.5% per month will be assessed on the unpaid total balance due when more then 30 days past due.

Note 1: Customer may be liable for Use Tax in home state

Note 2: If you want to make payment of this invoice go to:
https://pay1.plugnpay.com/bpl/scidistri1,paytemplate=template

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3540 | DATE PREPARED: 10/03/17

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 201,490	421-0000-389.99-50		FUND BAL-APPROP. RESERVES	$ 29,675,537	$ 29,675,537	$ 29,877,027	$ 29,877,027
$ 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
$ 201,490	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 201,490	421-4025-536.64-00		MACHINERY AND EQUIPMENT	$ 332,548	$ 332,548	$ 534,038	$ 534,038
$ 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
$ 201,490	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

In FY-2017 five vehicles were approved and ordered, four in Utilities Water Field Operations 4025 on Purchase Order 70443 and one in Fire Administration 2201 Purchase Order 70434. Due to some dealership ordering delays and Hurricane Irma the vehicle deliveries were delayed and could not be delivered / received within the FY-2017 budget time frame September 30, 2017.
Agenda 17-436

City Council Approval Required? *YES* (●) *NO* ( ) **DATE APPROVED:** 10/10/17 **RESOLUTION #:** 2017-103

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

10/3/17	Tony Jones (Digitally signed by Tony Jones DN: dc=org, dc=cocoafl, ou=Fleet Services, cn=Tony Jones, email=tjones@cocoafl.org Date: 2017.10.03 14:46:34 -04'00')	10/3/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.10.03 16:14:42 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
10/3/17	John "Jack" Walsh (Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2017.10.03 16:11:25 -04'00')	10/4/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.10.04 08:04:26 -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 #: _____

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3540 | DATE PREPARED: 10/03/17

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 27,518	001-0000-389.99-50		FUND BAL-APPROP. RESERVES	$ 4,585,949	$ 4,585,949	$ 4,613,467	$ 4,787,439
$ 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
$ 27,518	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 27,518	001-2200-522.64-00		MACHINERY AND EQUIPMENT	$ 34,669	$ 34,669	$ 62,187	$ 31,432
$ 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
$ 27,518	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

In FY-2017 five vehicles were approved and ordered, four in Utilities Water Field Operations 4025 on Purchase Order 70443 and one in Fire Administration 2201 Purchase Order 70434. Due to some dealership ordering delays and Hurricane Irma the vehicle deliveries were delayed and could not be delivered / received within the FY-2017 budget time frame September 30, 2017.
Agenda 17-436

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) ***DATE APPROVED:*** 10/10/17 ***RESOLUTION #:*** 2017-103

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

10/3/17	Tony Jones — Digitally signed by Tony Jones DN: dc=org, dc=cocoafl, ou=Fleet Services, cn=Tony Jones, email=tjones@cocoafl.org Date: 2017.10.03 14:45:07 -04'00'	10/3/17	Lea Taylor — Digitally signed by Lea Taylor Date: 2017.10.03 15:42:28 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
10/3/17	Gene Prince — Digitally signed by Gene Prince DN: dc=org, dc=cocoafl, ou=Fire Administration, cn=Gene Prince, email=gprince@cocoafl.org Date: 2017.10.03 15:37:31 -04'00'	10/4/17	Lora Howell — Digitally signed by Lora Howell Date: 2017.10.04 08:03:43 -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 #:	17-441	**Version:**	1	**Name:**	
Type:	Report			**Status:**	City Business
File created:	10/4/2017			**In control:**	City Council
On agenda:	10/10/2017			**Final action:**	
Title:	Provide direction to City staff and the City Attorney on Cocoa Main Street Program's request to lease its existing space at the Porcher House at a reduced rate of $1.00 per year. (City Manager)				
Sponsors:	Office of the City Manager				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 4, 2017
Agenda Date: October 10, 2017
Prepared By: John A. Titkanich, Jr., AICP, ICMA-CM
Through: N/A
Requested Action:
Provide direction to City staff and the City Attorney on Cocoa Main Street Program's request to lease its existing space at the Porcher House at a reduced rate of $1.00 per year.

BACKGROUND:

The Cocoa Main Street recently met with City staff to discuss their revaluation and purpose and how best to support the City of Cocoa through opportunities to partner with the City to fulfill community based projects which serve a municipal purpose and are in alignment with the City's goals and objectives.

By way of example, Cocoa Main Street initially facilitated the bench art painting project which is now undertaken by ArtBeatz Cocoa. The City also recently engaged Cocoa Main Street to manage and oversee the City's traffic signal wrap project which is currently underway. Cocoa Main Street facilitated with ArtBeatz for artists to submit designs to wrap the traffic signal boxes and coordinate the project.

Cocoa Main Street is requesting the City provide their existing space leased at the Porcher House at lease rate of $1.00 per year, compared to the nearly $4,000 a year they currently pay (approximately $305 per month). Cocoa Main Street informed City staff they conducted a survey of other Main Street Programs, and the respective support of those municipalities of their Main Street Programs equal approximately one-third of the Main Street Program budget. The rent is currently approximately $305 per month which includes the rent for the office space and its proportionate

share of utilities. This rent amount is 50% of what is typically charged to other lessees of the Porcher House. It is my understanding this was in large measure due to their constant presence in greeting visitors and providing tours of the Porcher House, which is no longer occurring.

If City Council were inclined to support this request, a municipal service agreement would be required and the City and Cocoa Main Street would identify community based projects on which Cocoa Main Street would coordinate and undertake on behalf of the City of Cocoa. In addition to its continued support for the Artbeatz Cocoa and the traffic signal wrap project, they could support other community beautification projects, provide volunteers in support of City-sponsored events, economic development initiatives and Cocoa Main Street could take the lead on the design competition for Cocoa Village Gateway Entry Feature at the former 6 Forrest Avenue site. City Council could also identify other projects and or initiatives they would like for Cocoa Main Street to undertake on a project basis. This would enable projects to move forward and the funds the City budgeted for those projects, at least from an administrative perspective, would be directed to Cocoa Main Street to oversee the implementation of the projects.

There are several non-profits servicing and advocating the needs of Cocoa Village merchants and interested stakeholders, specifically Cocoa Main Street and the Historic Cocoa Village Association. Ideally, the City would be best served by a singular organization as their missions are generally similar. However, the City has assisted, sponsored or provided facility or fee waivers for both organizations in the past.

Cocoa Main Street, based on my understanding with discussions with its representatives, is in a transition phase and evaluating its strategies and activities to ensure it remains a viable contributing organization benefitting its members and Historic Cocoa Village.

It would be my recommendation, if City Council directs staff and the City Attorney to draft a Municipal Services Agreement with Cocoa Main Street that it provide for specific community based project support determined by City Council and that it include a provision granting rent relief for a specified period of time to allow Cocoa Main Street to better reestablish itself and refine its activities and strategies. I would not recommend a long-term agreement that provides rent relief at a rate of $1 per year for more than a two (2) year period and I would recommend the organization pay its proportionate share of the common area maintenance (CAM) costs. I would also recommend City Council require that within one-year Cocoa Main Street submit to the City a funding strategy that would increase their capacity as an organization. Finally, Cocoa Main Street currently occupies a premium office space in the Porcher House, if another suitable office space becomes available and the City has the ability to lease the current Cocoa Main Street space at full lease rate, the City would reserve the right, with proper notice, to relocate Cocoa Main Street in the Porcher House.

STRATEGIC PLAN CONNECTION:

Image, specifically how will the City improve its image both physically and emotionally, was identified as a strategic issue. A partnership with Cocoa Main Street to undertake community based improvements projects and economic development initiatives would be consistent therewith.

BUDGETARY IMPACT:

The City budgets revenues anticipated from rental of facilities and the reduction of rent from Cocoa Main Street would reduce revenues by nearly $4,000 for Fiscal Year 2018, which is inclusive of common area maintenance costs.

This reduction in revenue, if approved as recommended above, would be less if Cocoa Main Street were still responsible for their month proportionate share of common area maintenance costs.

PREVIOUS ACTION:

None, as it relates to this request.

RECOMMENDED MOTION:

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

Legislation Details (With Text)

File #:	17-431	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	9/28/2017			**In control:**	City Council
On agenda:	10/10/2017			**Final action:**	
Title:	Approve renewal of a multi-year contract with United Healthcare for Medicare Advantage Plan for eligible retirees 65 and over from January 1, 2018 to December 31, 2018 and payments to eligible retirees for Medicare Part B reimbursement. (Administrative Services Director)				
Sponsors:					
Indexes:	benefits, insurance, medical, retiree				
Code sections:					
Attachments:	2009-150(Amending resolution 2008-133 to include a 100_ health ins. premium (3).pdf 092617 - Cocoa - Medicare Retiree UHC Renewal Evaluation Revised.pdf 2017 Part B Costs.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 28, 2017
Agenda Date: October 10, 2017
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
Approve renewal of a multi-year contract with United Healthcare for Medicare Advantage Plan for eligible retirees 65 and over from January 1, 2018 to December 31, 2018 and payments to eligible retirees for Medicare Part B reimbursement.

BACKGROUND:

On November 24, 2009, the Cocoa City Council created Resolution 2009-150, amending Resolution 2008-133 which requires Medicare eligible retirees to elect the City's selected Medicare Insurance Plan for health insurance coverage. The resolution also requires Medicare eligible retirees to elect both Medicare Parts A & B. Although, Medicare Part A is at no cost to the retiree, the City reimburses eligible retirees on a quarterly basis for the cost of Medicare Part B. The City also pays the Medicare Advantage United Healthcare (UHC) premium for eligible retirees.

Due to hospital limitations in the local area, on June 23, 2015 Council approved a multi-year contract from September 1, 2015 to December 31, 2015, to replace the previous provider of Aetna for Medicare Advantage Plans with United Healthcare (UHC). Since that time the City has had two calendar plan renewals with UHC covering the 2016 and 2017 plan years.

The initial renewal proposal with UHC for the 2018 calendar plan year was quoted with a 14.1%

increase. The City's insurance broker, the Gehring Group, was able to negotiate further and bring the renewal increase to 11% with UHC for coverage for the 2018 insurance period. The monthly premium for each member is increasing from $341 to $378.51, which equates to a total of $33,759 for the plan. which equates to a total annual premium of $340,659. This renewal is an estimate based on current enrollment of 75 members.

Gehring Group has advised the City the main reason for this increase is to cover the required ACA Insurer Fee for each participant of $45.57 per month. This fee was waived by previous presidential administration is now required on the 2018 renewal. However, this new annual premium still constitutes a savings in comparison with the previous provider Aetna of an annual premium of $374,185.80. This reflects an estimated savings of $33,526.80.

The annual premium costs do not include the quarterly reimbursements of Medicare Part B to retirees. The current 2017 standard Medicare Part B premium amount is $134.00 per month. The City has budgeted in the FY18 budget for an increase to this premium amount based on an estimate. The Part B rates are set on a calendar year basis by Medicare and it has not yet been announced if there will be an increase for the 2018 calendar year. The total annual costs for Part B reimbursements in FY 2018 are projected to be $125,917 and have been included in the budget.

This brings the estimated budgetary impact for the Medicare Advantage Plan with UHC and the Part B Reimbursements to $467,993.

City Staff and the Gehring Group considered the renewal projections, the overall satisfaction with the plan on the part of the retirees and recommend to accept the renewal offer from United Healthcare for the Medicare Advantage Plans for the 2017-2018 plan year.

STRATEGIC PLAN CONNECTION:

Containing the City's health insurance costs for current and retired employees helps maintain financial sustainability for the City. Additionally, this aids in improving employee retention to help retain employees at the City of Cocoa for a long tenure.

BUDGETARY IMPACT:

Budgeted Yes

Budgeted for FY 2018- estimated, however, the amount may change throughout the year based on enrollments.

Amount Requested	$345,813.00
Account Number	001-1600-513.23-00
Account Name	Life/Health Insurance Retirees

Amount Requested	$122,180.00
Account Number	421-4010-536.23-02
Account Name	Life/Health Insurance Retirees

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The Medicare Advantage Plan is for the plan members at age 65 or older. Retirees under age 65 are under the City's group Cigna plan. Also, the budget in these account lines also includes the retiree coverage for dental and vision plans.

PREVIOUS ACTION:

Council approved, at the regular Council meeting held on September 27, 2016 the renewal of a multi-year contract with United Healthcare for Medicare Advantage Health Insurance Plans for eligible retirees 65 and over from January 1, 2017 to December 31, 2017.
Council approved, at the regular Council meeting held on October 13, 2015 the renewal of a multi-year contract with United Healthcare for Medicare Advantage Health Insurance Plans for eligible retirees 65 and over from January 1, 2016 to December 31, 2016.

Council approved, at its June 23, 2015 regular Council Meeting, a multi-year contract from September 1, 2015 to December 31, 2015, to replace the previous provider for Medicare Advantage Plans.

RECOMMENDED MOTION:

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

RESOLUTION 2009- 150

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING RESOLUTION 2008-133 TO INCLUDE A 100 PERCENT HEALTH INSURANCE PREMIUM BENEFIT FOR EMPLOYEES SERVING ON THE EXECUTIVE MANAGEMENT TEAM UPON RETIREMENT FROM THE CITY AND UNDER THE TERMS AND CONDITIONS STATED HEREIN; RESTATING THE CITY'S POLICY FOR PROVIDING HEALTH INSURANCE PREMIUM BENEFITS, WHICH HAS BEEN PREVIOUSLY ADOPTED BY THE CITY COUNCIL AND AS AMENDED BY THIS RESOLUTION, FOR ADMINISTRATIVE PURPOSES AND CONVENIENCE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City's policy for providing health insurance premium benefits ("HIPB"), was restated for convenience and administrative purposes pursuant to Resolution 2008-133; and

WHEREAS, in addition to the City Manager, the City also currently employs a management team consisting of the Deputy City Manager, City Clerk, Department Directors, and Deputy Department Directors (hereinafter "Executive Management Team"); and

WHEREAS, the City Council desires to amend Resolution 2008-133 to include a 100 % health insurance premium benefit to employees of the Executive Management Team, for the employee's lifetime, under the terms and conditions set forth in this Resolution; and

WHEREAS, the City Council deems it is in the best interests of the public health, safety, and welfare to also restate the City's HIPB policy for convenience and administrative purposes.

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

SECTION 1. Recitals. The foregoing recitals are deemed true and correct and are incorporated herein by this reference as part of this Resolution.

SECTION 2. HIPB Policy Amended and Restated. The City's policy regarding health insurance premium benefits ("HIPB"), as previously restated and approved by Resolution 2008-133, is hereby restated with amendments regarding the Executive Management Team in underlined and ~~strikeout~~ print as follows:

Section 1. Intent and Purpose. It is hereby declared to be the intent and purpose of this resolution as follows:

(a) To provide authority to pay health insurance premiums for the City's group insurance policy ("Group Insurance"), and the City's Medicare supplement policy ("Supplement to Medicare") in limited circumstances, to cover City employees taking normal or disability retirement, providing the eligibility requirements and terms and conditions proscribed herein are fully satisfied.

(b) To distinguish those employees employed by the City between February 11, 1986 and January 14, 1992 and those hired by the City after January 14, 1992 because, in fairness, the January 14, 1992 policy change should not be applied retroactively - thereby employees employed during the time period between February 11, 1986 and January 14, 1992 shall be provided an opportunity to participate in the prior policy (100% Benefit, infra) originally offered them.

(c) To provide any retiree the right to decline, in writing, the benefit provided herein and such declination shall be deemed immutable and permanent.

(d) To prohibit all City employees hired (as either a first time or rehired employee) after January 14, 1992 from being eligible for the 100% benefit, even if a rehired employee was previously employed between February 11, 1986 and January 14, 1992.

(e) To provide a 100% retirement benefit to employees serving on the Executive Management Team as a retention and recruitment benefit under the terms and conditions stated herein.

Section 2. One Hundred Percent (100%) Benefit. The City shall pay health insurance premiums for full-time City employees employed by the City during the time period between February 11, 1986 and January 14, 1992, for the employee's lifetime, upon normal or disability retirement, and for employees serving on the Executive Management Team upon executive management retirement, and under the following terms and conditions:

(a) The City shall pay for each employee one hundred percent (100%) of the health insurance premium for the Group Insurance until the retiree reaches age 65 or otherwise becomes eligible for Medicare, whichever comes first. When the retiree reaches age 65 or otherwise becomes eligible for Medicare, the retiree must enroll in Medicare Part A and B and the City's Medicare Supplement Plan, within thirty (30) days of becoming eligible for Medicare, in order to continue receiving the lifetime health insurance premium benefit paid by the City. Upon timely enrollment in Medicare Part A and B and the City's Medicare Supplement Plan, the City will be responsible for paying the actual cost of the Medicare Supplement Plan and will reimburse the retiree, on a quarterly basis, for the actual cost of Medicare Part B. However, the Medicare Part B reimbursement, when combined with the cost of the Medicare Supplement Plan paid by the City, shall not exceed the cost of the health insurance premium provided to individual City employees under the Group Insurance ("Reimbursement Allowance"). Any cost in excess of the Reimbursement Allowance shall be paid by the retiree. Notwithstanding, upon becoming eligible for Medicare, the retiree may decline to participate in the City's Medicare Supplement Plan and choose to continue to participate in the Group Insurance at retiree's expense. Medicare shall become the retiree's primary health insurance carrier and any health insurance provided by the City hereunder shall be considered as a Supplement

to Medicare. When the retiree's dependents reach age 65 or otherwise become Medicare eligible, whichever comes first, the dependent shall be eligible to participate in the City's Medicare Supplement Plan instead of Group Insurance under the terms and conditions of the Medicare Supplement Plan. The retiree shall pay one hundred percent (100%) of dependent coverage and upon the death of the retiree, the dependent coverage shall continue provided the dependent pays one hundred percent (100%) of the premiums.

(b) For purposes of this section, "normal retirement" shall mean:

(1) For police officers and fire fighters, that term as it is defined in the retirement plan ordinances (applicable to the retiree), as amended from time to time.

(2) For general employees, that term as it is defined in the retirement plan ordinances (applicable to the retiree), as amended from time to time.

(c) For purposes of this section, "executive management retirement" shall mean:

(1) The employee must be employed with the City in a full-time capacity for a minimum of ten (10) consecutive years; and

(2) Upon retirement from the City, the employee must be serving in the capacity of a member of the Executive Management Team and must have served as part of the Executive Management Team for at least five (5) years; and

(3) Upon retirement from the City, the employee must be at least fifty-five (55) years of age or older.

(cd) Except for employees serving on the Executive Management Team as provided in subparagraph (c), Tthe100% benefit provided in this section shall be further limited to only those employees employed between February 11, 1986 and January 14, 1992 and who have either retired during that time period or retired subsequent to January 14, 1992 and were continuously employed by the City until retirement. Any employee previously employed during that time period, but who had employment terminated for any reason, shall not be eligible for the 100% benefit if they subsequently are rehired after January 14, 1992.

Section 3. Fifty Percent (50%) Benefit. The City shall pay health insurance premiums for full-time City employees hired after January 14, 1992, upon normal or disability retirement and under the following terms and conditions:

(a) The City shall pay for each retiree fifty percent (50%) of the health insurance premium for the Group Insurance until the retiree reaches the age of 65 or becomes eligible for Medicare, whichever occurs first, at which time all health insurance premium payments by the City shall cease. The retiree shall pay one hundred percent (100%) of dependent coverage and upon the death of the retiree, the dependent coverage shall continue provided the dependent pays one hundred

percent (100%) of the premiums. Employees retiring under disability shall meet Social Security rules for one hundred percent (100%) disability and draw Social Security.

(b) For purposes of this section, "normal retirement" shall mean:

(1) For police officers and firefighters, that term as it is defined in the retirement plan ordinances (applicable to the retiree), as amended from time to time, and the employee has completed at least 25 years of credited service.

(2) For general employees, that term as it is defined in the retirement plan ordinances (applicable to the retiree), as amended from time to time.

Section 4. City Manager Authority. The City Manager shall have the authority, when it is determined in the best interest of the City, to offer an early retirement health insurance benefit to any of the employees listed on Appendix A. Eligible employees will be able to retire early without losing their 100% paid health insurance benefits as long as they are within five (5) years of one of the eligibility criteria for retirement (years of service or age).

SECTION 3. Reservation of Rights. The City Council hereby reserves the right, at its discretion, with or without cause, to amend, modify, alter or repeal, in whole or in part, any term or condition contained in this Resolution.

SECTION 4. Repeal of Prior Inconsistent Resolutions. All prior inconsistent resolutions adopted by the City Council are hereby repealed.

SECTION 5. Severability. If any section, clause, phrase, word, or provision is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, 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 resolution.

SECTION 6. Effective Date. This resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED at a Regular Meeting of the City Council of the City of Cocoa, Florida, assembled this 24th day of November, 2009.

Michael C. Blake

Michael Blake, Mayor

ATTEST: Marie Healy for

Joan Clark, City Clerk

City of Cocoa
Retiree Medicare Advantage Coverage
Effective Date: January 1, 2018

GEHRING GROUP
INSURANCE BROKERS & CONSULTANTS

		CURRENT		RENEWAL	
Summary of Benefits		2017		2018	
Plan Structure		**United Healthcare Medicare Advantage National PPO Plan 4M**		**United Healthcare Medicare Advantage National PPO Plan 4M**	
Network Name		In Network	Out of Network	In Network	Out of Network
Annual Deductible					
Individual		$0	$0	$0	$0
Out-of-Pocket Maximum					
Individual		$1,500		$1,500	
Physician Services					
Primary Care Physician		$10 Copay	$10 Copay	$10 Copay	$10 Copay
Specialist		$20 Copay	$20 Copay	$20 Copay	$20 Copay
Preventive Services (Medicare-covered)		No Charge	No Charge	No Charge	No Charge
Immunizations (Flu, Pneumococcal, Hep B)		No Charge	No Charge	No Charge	No Charge
Eye Exam (Medicare-covered)		$20 Copay	$20 Copay	$20 Copay	$20 Copay
Hearing Exam (Medicare-covered)		$20 Copay	$20 Copay	$20 Copay	$20 Copay
Dental Services (Medicare-covered)		$20 Copay	$20 Copay	$20 Copay	$20 Copay
Lab & Radiology Services					
X-ray Services		$10 Copay	$10 Copay	$10 Copay	$10 Copay
Diagnostic Radiology Service		$20 Copay	$20 Copay	$20 Copay	$20 Copay
Hospital Services					
Inpatient Hospital Stay		$250 Per Admit	$250 Per Admit	$250 Per Admit	$250 Per Admit
Outpatient Surgery		$100 Copay	$100 Copay	$100 Copay	$100 Copay
Emergency Room *(waived if admitted)*		$65 Copay	$65 Copay	$65 Copay	$65 Copay
Urgently Needed Care		$10 Copay	$10 Copay	$10 Copay	$10 Copay
Ambulance		$50 Copay	$50 Copay	$50 Copay	$50 Copay
Inpatient Mental Health / Substance Abuse		$250 Per Admit	$250 Per Admit	$250 Per Admit	$250 Per Admit
Outpatient Mental Health/Substance Abuse		$10/$20 Copay	$10/$20 Copay	$10/$20 Copay	$10/$20 Copay
Other Services					
Diabetic Monitoring Supplies		No Charge	No Charge	No Charge	No Charge
Chiropractic Visit (Medicare-covered)		$20 Copay	$20 Copay	$20 Copay	$20 Copay
Durable Medical Equipment		$20 Copay	$20 Copay	$20 Copay	$20 Copay
Hearing Aid Reimbursement		$500 Hearing Aid Allowance for 999 device Combined every 36 months		$500 Hearing Aid Allowance for 999 device Combined every 36 months	
Home Care Visits		No Charge	No Charge	No Charge	No Charge
Prescription Drugs $0 to ICL (Gap)		*$0 through $3,700*		*$0 through $3,750*	
Generic		$10 Copay	Not Covered	$10 Copay	Not Covered
Preferred Brand		$20 Copay	Not Covered	$20 Copay	Not Covered
Non-Preferred Brand		$35 Copay	Not Covered	$35 Copay	Not Covered
Mail Order (90 day supply)		2 X Retail Copay	Not Covered	2 X Retail Copay	Not Covered
ICL (Gap) to Catasrophic		*$3,700 through $4,950*		*$3,750 through $5,000*	
Generic		$10 Copay	Not Covered	$10 Copay	Not Covered
Preferred Brand		$20 Copay	Not Covered	$20 Copay	Not Covered
Non-Preferred Brand		$35 Copay	Not Covered	$35 Copay	Not Covered
Mail Order (90 day supply)		2 X Retail Copay	Not Covered	2 X Retail Copay	Not Covered
Catasrophic		*$4,950 and greater*		*$5,000 and greater*	
Generic		Greater of $3.30 or 5%	Not Covered	Greater of $3.35 or 5%	Not Covered
Brand Name		Greater of $8.25 or 5%	Not Covered	Greater of $8.35 or 5%	Not Covered
Non-Preferred Brand		Greater of $8.25 or 5%	Not Covered	Greater of $8.35 or 5%	Not Covered
Mail Order (90 day supply)		Greater of $8.25 or 5%	Not Covered	Greater of $8.35 or 5%	Not Covered
Net Premium	**75**	**$341.00**		**$341.79**	
ACA Insurer Fee		**$0.00**		**$47.18**	
Total Premium		**$341.00**		**$388.97**	
Monthly Premium		**$25,575**		**$29,173**	
Total Annual Premium		**$306,900**		**$350,073**	
Dollar Change		**N/A**		**$43,173**	
% Change		**N/A**		**14.1%**	

City of Cocoa
Retiree Medicare Advantage Coverage
Effective Date: January 1, 2018

GEHRING GROUP
INSURANCE BROKERS & CONSULTANTS

		CURRENT		NEGOTIATED RENEWAL	
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Out-of-Pocket Maximum					
Individual		$1,500		$1,500	
Physician Services					
Primary Care Physician		$10 Copay	$10 Copay	$10 Copay	$10 Copay
Specialist		$20 Copay	$20 Copay	$20 Copay	$20 Copay
Preventive Services (Medicare-covered)		No Charge	No Charge	No Charge	No Charge
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Eye Exam (Medicare-covered)		$20 Copay	$20 Copay	$20 Copay	$20 Copay
Hearing Exam (Medicare-covered)		$20 Copay	$20 Copay	$20 Copay	$20 Copay
Dental Services (Medicare-covered)		$20 Copay	$20 Copay	$20 Copay	$20 Copay
Lab & Radiology Services					
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Emergency Room *(waived if admitted)*		$65 Copay	$65 Copay	$65 Copay	$65 Copay
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Ambulance		$50 Copay	$50 Copay	$50 Copay	$50 Copay
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Durable Medical Equipment		$20 Copay	$20 Copay	$20 Copay	$20 Copay
Hearing Aid Reimbursement		$500 Hearing Aid Allowance for 999 device Combined every 36 months		$500 Hearing Aid Allowance for 999 device Combined every 36 months	
Home Care Visits		No Charge	No Charge	No Charge	No Charge
Prescription Drugs **$0 to ICL (Gap)**		*$0 through $3,700*		*$0 through $3,750*	
Generic		$10 Copay	Not Covered	$10 Copay	Not Covered
Preferred Brand		$20 Copay	Not Covered	$20 Copay	Not Covered
Non-Preferred Brand		$35 Copay	Not Covered	$35 Copay	Not Covered
Mail Order (90 day supply)		2 X Retail Copay	Not Covered	2 X Retail Copay	Not Covered
ICL (Gap) to Catasrophic		*$3,700 through $4,950*		*$3,750 through $5,000*	
Generic		$10 Copay	Not Covered	$10 Copay	Not Covered
Preferred Brand		$20 Copay	Not Covered	$20 Copay	Not Covered
Non-Preferred Brand		$35 Copay	Not Covered	$35 Copay	Not Covered
Mail Order (90 day supply)		2 X Retail Copay	Not Covered	2 X Retail Copay	Not Covered
Catasrophic		*$4,950 and greater*		*$5,000 and greater*	
Generic		Greater of $3.30 or 5%	Not Covered	Greater of $3.35 or 5%	Not Covered
Brand Name		Greater of $8.25 or 5%	Not Covered	Greater of $8.35 or 5%	Not Covered
Non-Preferred Brand		Greater of $8.25 or 5%	Not Covered	Greater of $8.35 or 5%	Not Covered
Mail Order (90 day supply)		Greater of $8.25 or 5%	Not Covered	Greater of $8.35 or 5%	Not Covered
Net Premium	**75**	**$341.00**		**$332.94**	
ACA Insurer Fee		**$0.00**		**$45.57**	
Total Premium		**$341.00**		**$378.51**	
Monthly Premium		**$25,575**		**$28,388**	
Total Annual Premium		**$306,900**		**$340,659**	
Dollar Change		**N/A**		**$33,759**	
% Change		**N/A**		**11.0%**	

Medicare.gov
The Official U.S. Government Site for Medicare

Part B costs

Some people automatically get Medicare Part B (Medical Insurance), and some people need to sign up for Part B. Learn how and when you can sign up for Part B.

If you don't sign up for Part B when you're first eligible, you may have to pay a late enrollment penalty.

How much does Part B cost?

Part B premiums

You pay a premium each month for Part B. If you get Social Security, Railroad Retirement Board, or Office of Personnel Management benefits, your Part B premium will be automatically deducted from your benefit payment. If you don't get these benefit payments, you'll get a bill.

Most people will pay the standard premium amount. If your modified adjusted gross income is above a certain amount, you may pay an Income Related Monthly Adjustment Amount (IRMAA). Medicare uses the modified adjusted gross income reported on your IRS tax return from 2 years ago (the most recent tax return information provided to Social Security by the IRS).

The standard Part B premium amount in 2017 is $134 (or higher depending on your income). However, most people who get Social Security benefits pay less than this amount. This is because the Part B premium increased more than the cost-of-living increase for 2017 Social Security benefits. If you pay your Part B premium through your monthly Social Security benefit, you'll pay less ($109 on average). Social Security will tell you the exact amount you'll pay for Part B in 2017. You'll pay the standard premium amount (or higher) if:

- You enroll in Part B for the first time in 2017.
- You don't get Social Security benefits.
- You're directly billed for your Part B premiums (meaning they aren't taken out of your Social Security benefits).
- You have Medicare and Medicaid, and Medicaid pays your premiums. (Your state will pay the standard premium amount of $134.)
- Your modified adjusted gross income as reported on your IRS tax return from 2 years ago is above a certain amount. If so, you'll pay the standard premium amount and an Income Related Monthly Adjustment Amount (IRMAA). IRMAA is an extra charge added to your premium.

If you're in 1 of these 5 groups, here's what you'll pay:

If your yearly income in 2015 (for what you pay in 2017) was	You pay each

File individual tax return	File joint tax return	File married & separate tax return	month (in 2017)
$85,000 or less	$170,000 or less	$85,000 or less	$134
above $85,000 up to $107,000	above $170,000 up to $214,000	Not applicable	$187.50
above $107,000 up to $160,000	above $214,000 up to $320,000	Not applicable	$267.90
above $160,000 up to $214,000	above $320,000 up to $428,000	above $85,000 and up to $129,000	$348.30
above $214,000	above $428,000	above $129,000	$428.60

Get more information about your Part B premium from Social Security [PDF, 341 KB].

Part B deductible & coinsurance

You pay $183 per year for your Part B deductible. After your deductible is met, you typically pay 20% of the Medicare-approved amount for these:

- Most doctor services (including most doctor services while you're a hospital inpatient)
- Outpatient therapy
- Durable medical equipment

Note

In 2017, there may be limits on physical therapy, occupational therapy, and speech language pathology services. If so, there may be exceptions to these limits.

Find out what Part B covers.

Find out what you pay for Part B covered services.

Legislation Details (With Text)

File #:	17-439	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/2/2017			**In control:**	City Council
On agenda:	10/10/2017			**Final action:**	
Title:	Fire Incident Report Summary for September 2017. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Fire Incident Summary Report (Spetember 2017).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 2, 2017
Agenda Date: October 10, 2017
Prepared By: Jonathan D. Lamm, Deputy Chief
Through: John A. Titkanich Jr., City Manager
Requested Action:
Informational Item Only

BACKGROUND:

Fire Incident Summary Report for September 2017

STRATEGIC PLAN CONNECTION:

Public Safety: Enhancing public awareness to the calls for service provided by the Cocoa Fire Rescue Department for the month of September 2017.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only

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Fire Incident Summary Report

Print Date/Time: 10/02/2017 06:47
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 09/01/2017
To Date: 09/30/2017
Location: All

Cocoa Fire Department
FDID Number: 19052

General Information

Total Number of Calls	**Fire:**	8	**EMS:**	319	**Unknown:**	58	**All**	543
Average Calls per Day	**Fire:**	0.28	**EMS:**	11.00	**All:**	18.72		
Total Number of Arson Calls	**All:**	1						
Estimated Dollar Loss	**Fire:**	$0.00	**Other:**	$0.00	**All:**	$0.00	**Arson:**	$0.00
Estimated Value	**Fire:**	$0.00	**Other:**	$0.00	**All:**	$0.00	**Arson:**	$0.00
Percentage Saved	**Fire:**	0.00%	**Other:**	0.00%	**All:**	0.00%	**Arson:**	0.00%
Total Injuries	**Fire Service:**	0	**Civilian Fire:**	0	**EMS:**	0	**Arson:**	0
Total Fatalities	**Fire Service:**	0	**Civilian Fire:**	0	**Arson:**	0		
Total Apparatus Responses	**All:**	655						
Average Responses per Day	**All:**	18.72						
Average Apparatus per Call	**Fire:**	2.13	**EMS:**	1.13	**All:**	1.21		
Average Turnout Time	**All:**	00:01:58						
Average Response Time	**All:**	00:05:40						
Average Contain Time	**All:**	00:00:00						
Average Total Time	**All:**	00:14:13						
Average Personnel per Call	**Fire:**	4.25	**EMS:**	3.07	**All:**	3.10		
Total Aid Given Calls	**All:**	53						
Total Aid Received Calls	**All:**	3						

Total Calls By Incident Group	Count	Average Response Time	Aid Given
100 - 199 Fire	8	00:06:31	2
200 - 299 Overpressure rupture, explosion, overheat - No fire	0		0
300 - 399 Rescue AND Emergency Medical Service incidents	319	00:04:39	30
400 - 499 Hazardous Conditions(No Fire)	24	00:03:49	3
500 - 599 Service Call	21	00:04:47	1
600 - 699 Good Intent Call	85	00:05:34	16
700 - 799 False Alarm AND False Call	27	00:05:27	1
800 - 899 Severe Weather & Natural Disaster	0		0
900 - 999 Special Incident Type	1	00:00:25	0

Fire Incident Summary Report

Print Date/Time: 10/02/2017 06:47
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 09/01/2017
To Date: 09/30/2017
Location: All

Cocoa Fire Department
FDID Number: 19052

Total Calls By Incident Type	Count	Aid Given	Aid Received
113 113 Cooking fire, confined to container	1	0	0
118 118 Trash or rubbish fire, contained	3	1	0
131 131 Passenger vehicle fire	1	1	0
132 132 Road freight or transport vehicle fire	1	0	0
151 151 Outside rubbish, trash or waste fire	2	0	0
311 311 Medical assist, assist EMS crew	2	0	0
320 320 Emergency medical service, other (conversion only)	2	0	0
321 3213 Invalid Assist	5	0	0
321 3212 BLS Medical	205	21	0
321 3211 ALS Medical	82	4	0
322 3222 Vehicle Accident w/inj BLS	6	1	0
322 3221 Vehicle Accident w/inj ALS	1	0	0
322 322 Motor vehicle accident with injuries	4	0	0
323 323 Motor vehicle/pedestrian accident (MV Ped)	1	0	0
324 324 Motor vehicle accident with no injuries.	10	4	0
372 372 Trapped by power lines	1	0	0
400 400 Hazardous condition, other	1	0	0
410 410 Combustible/flammable gas/liquid condition, other	1	0	0
411 411 Gasoline or other flammable liquid spill	1	0	0
412 412 Gas leak (natural gas or LPG)	1	1	0
444 444 Power line down	18	1	0
445 445 Arcing, shorted electrical equipment	2	1	0
500 500 Service Call, other	1	0	0
511 511 Lock-out	1	0	0
531 531 Smoke or odor removal	1	0	0
550 550 Public service assistance, other	5	0	0
551 551 Assist police or other governmental agency	4	1	0
553 553 Public service	2	0	0
554 554 Assist invalid	7	0	0
611 611 Dispatched & canceled en route	54	16	2
622 622 No incident found on arrival at dispatch address	28	0	0
651 651 Smoke scare, odor of smoke	3	0	0
700 700 False alarm or false call, other	13	0	1
733 733 Smoke detector activation due to malfunction	3	0	0
735 735 Alarm system sounded due to malfunction	3	1	0
740 740 Unintentional transmission of alarm, other	1	0	0
743 743 Smoke detector activation, no fire - unintentional	3	0	0
744 744 Detector activation, no fire - unintentional	1	0	0
745 745 Alarm system activation, no fire - unintentional	3	0	0
900 900 Special type of incident, other	1	0	0

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Cocoa Fire Department
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Total Calls By Property Use	Count	Arson
Undetermined UUU Undetermined	9	0
None NNN None	2	0
Vehicle parking area 965 Vehicle parking area	8	0
Street or road in commercial ar 963 Street or road in commercial area	15	0
Residential street, road or res 962 Residential street, road or residential driveway	16	0
Highway or divided highway 961 Highway or divided highway	22	0
Street, other 960 Street, other	4	0
Water area, other 940 Water area, other	1	0
Vacant lot 936 Vacant lot	3	0
Fire station 888 Fire station	9	0
Storage, other 800 Storage, other	1	0
Water utility 647 Water utility	1	0
Gas distribution, gas pipeline 644 Gas distribution, gas pipeline	1	0
Communications center 639 Communications center	1	0
Department or discount store 581 Department or discount store	1	0
General retail, other 580 General retail, other	2	0
Service station, gas station 571 Service station, gas station	10	0
Professional supplies, services 569 Professional supplies, services	1	0
Specialty shop 549 Specialty shop	2	0
Food and beverage sales, grocer 519 Food and beverage sales, grocery store	8	0
Convenience store 511 Convenience store	12	0
Mercantile, business, other 500 Mercantile, business, other	16	0
Sorority house, fraternity house 462 Sorority house, fraternity house	1	0
Dormitory-type residence, other 460 Dormitory-type residence, other	3	0
Residential board and care 459 Residential board and care	2	0
Hotel/motel, commercial 449 Hotel/motel, commercial	3	0
Multifamily dwelling 429 Multifamily dwelling	80	0
1 or 2 family dwelling 419 1 or 2 family dwelling	187	1
Residential, other 400 Residential, other	4	0
Police station 365 Police station	10	0
Reformatory, juvenile detention 363 Reformatory, juvenile detention center	2	0
Clinics, doctors offices, hemodi 340 Clinics, doctors offices, hemodialysis cntr, other	1	0
High school/junior high school/m 215 High school/junior high school/middle school	5	0
Elementary school, including ki 213 Elementary school, including kindergarten	1	0
Schools, non-adult, other 210 Schools, non-adult, other	1	0
Educational, other 200 Educational, other	3	0
Bus station 173 Bus station	5	0
Bar or nightclub 162 Bar or nightclub	1	0
Restaurant or cafeteria 161 Restaurant or cafeteria	4	0
Eating, drinking places, othe 160 Eating, drinking places, other	1	0
Museum 152 Museum	1	0

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FDID Number: 19052

Library 151 Library	3	0
Public or government, other 150 Public or government, other	5	0
Church, mosque, synagogue, templ 131 Church, mosque, synagogue, temple, chapel	7	0
Amusement center: indoor/outdoor 129 Amusement center: indoor/outdoor	1	0
Stadium, arena 123 Stadium, arena	1	0
Ballroom, gymnasium 121 Ballroom, gymnasium	1	0
Variable-use amusement, recreati 120 Variable-use amusement, recreation places, other	2	0
Fixed-use recreation places, oth 110 Fixed-use recreation places, other	1	0
Assembly, other 100 Assembly, other	1	0

Total Calls By Station	Count	Aid Given
31	136	2
32	204	34
33	200	17

Apparatus Totals

Apparatus	Responses	Average per Day
AA	32	1.10
B33	2	0.07
D30	52	1.79
D33	3	0.10
E30	10	0.34
E31	25	0.86
E32	196	6.76
E33	210	7.24
F01	1	0.03
F02	3	0.10
S30	34	1.17
TWR31	89	3.07