City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Wednesday, October 9, 2019

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 19-460 Approve the Agenda for the Regular meeting of October 9, 2019, as presented or with amendments.

Attachments: 10-09-2019 Short Agenda.pdf

MINUTES:

II.2(a) 19-462 Approve the Minutes for the Budget/CIP Workshop held on August 7, 2019, as written or with amendments.

Attachments: 08-07-19 CIP Workshop.pdf
FY20 Budget and Capital Improvement Workshop.pdf
Budget Priority Ratings.pdf
Council FY2020 Projects Program Submittals (20190806).pdf

II.2(b) 19-463 Approve the Minutes of the District 3 Town Hall Meeting held on August 20, 2019, as written or with amendments.

Attachments: District 3 Town Hall Minutes.pdf
Cocoa Police Department District 3 Incidents & Cases Report Stats.pdf

II.2(c) 19-461 Approve the Minutes of the Regular City Council meeting held on August 28, 2019, as written or with amendments.

Attachments: 08-28-2019 Minutes.pdf
EXHIBIT A- TPO Presentation.pdf
EXHIBIT B-Stantec's Final Stormwater Report.pdf

III. AWARDS AND PRESENTATIONS:

III.1 19-469 Proclamation: "National Long-Term Care Residents Month". (Mayor Williams)

Attachments: National Long-Term Care Residents Month.pdf

III.1 19-470 Volunteer of the Year for 2019 Presentation. (Mayor Williams)

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.

VI. CONSENT AGENDA:

VI.1 19-431 Approve Emergency Generator Repair from Ring Power Corporation, Palm Bay, Florida for the Dyal Water Treatment Plant (WTP). (Utilities Director)

Attachments: Emergency Purchase email from CM.msg

Quote Gen. Repair.pdf

PO # 75118.pdf

VI.2 19-439 Approval of Cross Connection Control (CCC) Technical Field Services Provided by Ace Flow Control, Longwood, Florida up to the FY 2020 Budgeted Amount of $680,000 and Request Approval for City Manager to Execute Related Purchase Order. (Utilities Director)

Attachments: B-14-07-COC 2016 Contract Modifications.pdf

B-14-07-COC Executed Agreement.pdf

B-14-07-COC Bid Document.pdf

B-14-07-COC 2019 renewal.pdf

VI.3 19-447 Approve Participation in a Cooperative Purchase Agreement with Stewarts Electric Motor Works, Inc. of Orlando, Florida utilizing the City of West Palm Beach Contract #21128/ITB17-18-118, effective April 4, 2018 through April 3, 2021 for Repairs and Maintenance of High Service Station Skid #3 including the Pump, EM Clutch, and Synchronous Motor at the Dyal Water Treatment Plant (WTP). (Utilities Director)

Attachments: Cocoa Piggyback Authorization SEMW (2).pdf
Master Service Contract # 21128 Electric Motor and Pump Repair - executed 4-
SEMW QUOTE # 583 HIGH SERVICE PUMP SKID # 3 PROJECT WORSE CA
schedule of bid values (2).pdf

VI.4 19-454 Approve a Piggyback of Brevard County RFP #P-6-16-02 with Trane Building Services of Maitland, Florida for HVAC Maintenance and Repair Services at the Dyal Water Treatment Plant (WTP). (Utilities Director)

Attachments: Trane Pricing & Acceptance.pdf
Trane - Equipment Coverage & Services.pdf
Trane - Full Service Agreement.pdf
Trane - Appendix Safety Customer Service Flows.pdf
BCFM -Trane Countywide HVAC Maintenance Repair Services Agreement 201
FW Authorization to Piggyback RFP P-6-16-02 .pdf
P61602NOA (002).pdf

VI.5 Approve a Budget Resolution Amending the Fiscal Year 2019 budget using General Fund Balance Reserves, to cover pending fourth quarter invoice for general and auto insurance liability deductible charges. (Administrative Services Director)

VI.6 19-465 Council approve the donation of miscellaneous Gym equipment from Cocoa Community First Inc. to the City of Cocoa for use at the Cocoa Police Department. (Chief of Police)

VI.7 19-467 Approve an Agreement with the University of Central Florida Research Foundation Inc. for police department strategic planning services and approve a budget amendment through the use of fund balance reserves in the amount of $50,000. (City Manager)

Attachments: University of Central Florida Research Foundation Inc. Service Agreement.pdf
Budget Resolution FY 2020.docx
BAF 20-001-A -FN-UCF Police Contract (10-9-19)~ Agenda 19-467.pdf

VI.8 19-478 Approve an Annexation Report for property generally located on the NW quadrant of State Road 524 and State Road 520. (Community Services Director)

Attachments: Cape Canaveral Heights_Annex Report 10-9-19.pdf

VII. PUBLIC HEARINGS:

VII.1 19-479 Approval of a Large-Scale Site Plan entitled “Cocoa Gateway Entry Sign” consistent with Appendix A, Zoning, Article IV, Section 2, to develop a parcel of land as a gateway entry feature. (Community Services Director)

Attachments: Exhibit A - LS-SP - Cocoa Gateway Entry Sign.pdf
Exhibit B - Site Plan only - Cocoa Gateway Entry Sign.pdf
Legal Ad Proof.pdf

VII. COUNCIL BUSINESS:

VIII.1 19-438 Request approval for changes to three previously approved road closures. (Assistant to the CIty Manager/Public Relations Specialist)

Attachments: Updated Staff Report 2019 Road Closures.pdf

VIII.2 19-459 Approve a Code Enforcement Lien Reduction request in the amount of $2,100.00, as recommended by the Code Enforcement Board, for the property located at 811 Eden Street. (Chief of Police)

Attachments: Application.pdf
Brevard-County-Real-Estate-2422347-2018-Annual-bill.pdf
codelien.pdf
Cost Affidavit Form -811eden.xlsx
Lien Reduction Checklist.docx
Property Appraiser.pdf
Staff Report for Lien Reduction-811.docx
taxroll.pdf

IX. CITY BUSINESS:

IX.1 Approval of a Final Subdivision entitled “Cottages at Cocoa” consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code subject to conditions identified in the agenda item. (Community Services Director)

MULTI-YEAR CONTRACTS:

X. INFORMATIONAL AGENDA:

X.1 19-466 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)

Attachments: August 2019 Financial Report.pdf

XI. REPORTS:

XII. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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

Legislation Details (With Text)

File #:	19-460	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	9/24/2019			**In control:**	City Council
On agenda:	10/9/2019			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of October 9, 2019, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	10-09-2019 Short Agenda.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 24, 2019
Agenda Date: October 9, 2019
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of October 9, 2019, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of October 9, 2019, as presented or with amendments

AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

October 9, 2019

DATE: October 9, 2019	**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 9, 2019 (19-460)
2. Minutes: (a) Budget/CIP Workshop of August 7, 2019 (19-462)
(b) District 3 Town Hall Meeting of August 20, 2019 (19-463)
(c)Regular Meeting of August 28, 2019 (19-461)

III. AWARDS AND PRESENTATIONS:

1. Proclamation: "National Long-Term Care Residents Month". (19-469). (Mayor Williams)

2. Volunteer of the Year for 2019 Presentation. (19-470). (Mayor Williams)

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. REPORTS:

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

VI. CONSENT AGENDA:

1. Approve Emergency Generator Repair from Ring Power Corporation, Palm Bay, Florida for the Dyal Water Treatment Plant (WTP). (19-431). (Utilities Director)

2. Approval of Cross Connection Control (CCC) Technical Field Services Provided by Ace Flow Control, Longwood, Florida up to the FY 2020 Budgeted Amount of $680,000 and Request Approval for City Manager to Execute Related Purchase Order. (19-439). (Utilities Director)

3. Approve Participation in a Cooperative Purchase Agreement with Stewarts Electric Motor Works, Inc. of Orlando, Florida utilizing the City of West Palm Beach Contract #21128/ITB17-18-118, effective April 4, 2018 through April 3, 2021 for Repairs and Maintenance of High Service Station Skid #3 including the Pump, EM Clutch, and Synchronous Motor at the Dyal Water Treatment Plant (WTP). (19-447). (Utilities Director)

4. Approve a Piggyback of Brevard County RFP #P-6-16-02 with Trane Building Services of Maitland, Florida for HVAC Maintenance and Repair Services at the Dyal Water Treatment Plant (WTP). (19-454). (Utilities Director)

5. Approve a Budget Resolution Amending the Fiscal Year 2019 budget using General Fund Balance Reserves, to cover pending fourth quarter invoice for general and auto insurance liability deductible charges. (19-464). (Administrative Services Director)

6. Council approve the donation of miscellaneous Gym equipment from Cocoa Community First Inc. to the City of Cocoa for use at the Cocoa Police Department. (19-465). (Chief of Police)

7. Approve an Agreement with the University of Central Florida Research Foundation Inc. for police department strategic planning services and approve a budget amendment through the use of fund balance reserves in the amount of $50,000. (19-467). (Assistant City Manager)

8. Approve an Annexation Report for property generally located on the northwest quadrant of State Road 524 and State Road 520. (19-478). (Community Services Director)

VII. PUBLIC HEARINGS:

1. Approval of a Large-Scale Site Plan entitled “Cocoa Gateway Entry Sign” consistent with Appendix A, Zoning, Article IV, Section 2, to develop a parcel of land as a gateway entry feature. (19-479). (Community Service Director)

VIII. COUNCIL BUSINESS:

1. Request approval for changes to three previously approved road closures. (19-438). (Assistant to the City Manager/Public Relations Specialist)

2. Approve a Code Enforcement Lien Reduction request in the amount of $2,100.00, as recommended by the Code Enforcement Board, for the property located at 811 Eden Street. (19-459). (Chief of Police)

IX. CITY BUSINESS:

1. Approval of a Final Subdivision entitled “Cottages at Cocoa” consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code subject to conditions identified in the agenda item. (19-483). (Community Services Director)

MULTI-YEAR CONTRACTS:

None.

X. INFORMATIONAL AGENDA:

1. Data showing the relation between the estimated and actual income and expenses to date. (19-466). (Finance Director)

XI. ADJOURNMENT.

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prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org.

Legislation Details (With Text)

File #:	19-462	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	9/25/2019			**In control:**	City Council
On agenda:	10/9/2019			**Final action:**	
Title:	Approve the Minutes for the Budget/CIP Workshop held on August 7, 2019, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	08-07-19 CIP Workshop.pdf FY20 Budget and Capital Improvement Workshop.pdf Budget Priority Ratings.pdf Council FY2020 Projects Program Submittals (20190806).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 25, 2019
Agenda Date: October 9, 2019
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Budget/CIP Workshop held on August 7, 2019, as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

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

RECOMMENDED MOTION:
Approve the Minutes for the Budget/CIP Workshop held on August 7, 2019, as written or with amendments.

MINUTES

CITY OF COCOA
SPECIAL MEETING OF THE CITY COUNCIL
BUDGET/CIP WORKSHOP

August 7, 2019

A City Council Budget/CIP Workshop was held on Wednesday, August 7, 2019, in City Council Chambers at Cocoa City Hall, 65 Stone Street, Cocoa, Florida as publicly noticed.

I. OPENING MATTERS:

Mayor Williams called the workshop to order at 5:30 p.m.

Mayor Williams led the assembly in the Pledge of Allegiance. Deputy Chief Lamm provided the invocation.

Present:	Jake Williams Jr.	Mayor
	Don Boisvert	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Matt Fuhrer	Assistant City Manager
	John Titkanich	City Manager
	Monica Arsenault	Assistant City Clerk
	Anthony Garganese	City Attorney
Absent:	Brenda Warner	Deputy Mayor

Other Staff Members Present:

Rebecca Bowman, Finance Director; Lora Howell, Deputy Finance Director; Lea Taylor, Budget Analyst; Tammy Gemmati, Administrative Services Director; Gene Prince, Fire Chief; Johnathan Lamm; Deputy Fire Chief; Jack Walsh, Utilities Director (arrived at 6pm); Nancy Bunt, Community Services Director; and Michael Cantaloupe, Police Chief.

City Manager Titkanich shared, for the record, that Deputy Mayor Warner had intentions of attending the first half of the meeting but would have had to excuse herself early as she had a previous commitment but unfortunately she was stuck in traffic due to a bad accident and would not be able to attend at all.

Mayor Williams shared that he would be attending the Annual Florida League of Cities Conference from August 14th through the 17th in Orlando. City Manager Titkanich will also be attending.

II. WORKSHOP TOPICS:

1. Proposed FY2020 Capital Improvement Program:

Ms. Bowman explained the budget[1] connection to the strategic plan. She pointed out that in 2016 and 2017 the City received a Certificate of Achievement for Excellence in Financial Reporting.

Additionally, she provided a brief history, explaining that in FY 2015 Burton & Associates worked collaboratively with City staff to develop a Fiscal Sustainability 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 forecasting model with current data to aid in the FY 2020 Budget Process.

Ms. Bowman shared a General Fund Baseline Scenario screenshot and reviewed the Budget Development Philosophy. She explained the basis for FY2020 General Fund Budget Analysis as follows:

- FY 2019 Budget Actuals
- FY 2020 Preliminary Budget
  - Basis of projected expenses for future fiscal years through FY 2029
- Capital Improvements Program – 5 years
- Operating Fund Balance (Reserves) equal to 4 Months of O&M Expenses (Change Fund Balance Policy to 3 Months in FY2020)
- Revenue Validation/Changes from Prior Year's Analysis
  - Property Values continue to rise, projection adjusted
  - Fire Assessment - Evaluation
    - Prior Year Recommendation: 3% annual adjustments

She discussed cost indices[2], the FY2020 General Fund Budget and General Fund Personnel information. She also shared Stantec's General Fund Model and the estimated FY2020 General Fund Revenues by funding source.

Ms. Bowman pointed out the FY2020 Proposed Budget vs. the FY19 Amended Budget by department and explained the General Fund expenditure trends. The FY2020 Proposed General Fund Capital Budget was discussed as well as what will be funded in FY2020 through the General Fund balance. She mentioned that the City also received a community request from Cocoa High School and that BPS would match $25,000 for each of the three projects.

[1] FY20 Budget/CIP Workshop Presentation

[2] Attorney Garganese left the room at 5:45pm and returned at 5:48pm

Ms. Bowman shared the following General Fund recommendations:

- No millage change, maintain at 5.9790
- Adopt 3% annual adjustment to Fire Assessment rates.
- Continue to plan for Catalytic Capital Projects to enhance overall City values and growth
    - Utilize Fund Balance available to fund projects
    - Preserve Fund Balance at minimum reserve requirement
- Continue to pursue large growth catalytic projects such as Walmart DC

Mayor Williams mentioned that the Cocoa YMCA is struggling and has reached out to him for financial assistance. He expressed that he would like Council and staff to consider the possibility of providing assistance to the YMCA, even if it is spread out over a several year period. In response, City Manager Titkanich shared that staff will be meeting with Eastern Florida State College soon. He also recommended that if Council would like to provide financial assistance to the YMCA that they should do so as a one-time contribution rather than a long term commitment.

Councilmember Koss added that she feels the YMCA is an asset to the community, however if Council would like to consider providing them financial assistance they should set up a meeting to leverage and negotiate with them to make sure they have skin in the game as well.

Ms. Bowman discussed the FY20 Water/Sewer Fund by funding source as well as the FY20 Proposed Budget vs. FY19 Amended Budget by category as well as division. Furthermore, the FY20 Proposed Water/Sewer Capital Budget and the FY20 Proposed Budget Stormwater Fund was presented.

She shared the FY20 Stormwater Fund Revenue by funding source as well as the FY20 Proposed Budget Stormwater Fund by category. Ms. Bowman pointed out all of the CRAs Revenue by funding source for FY20 as well as the Proposed Budget for all CRAs Fund by category. She also discussed the FY20 Proposed Capital Budget for the CRAs.

City Manager Titkanich explained that both the US1 CRA and the Diamond Square CRA are set to sunset in FY22, however there is a proposal to terminate the US1 CRA at the end of the next fiscal year. There is no money budgeted for the US1 CRA in the proposed capital budget in FY20.

Ms. Bowman discussed the FY20 Proposed Budget vs. FY19 Amended Budget for all funds.

City Manager Titkanich provided and discussed a spreadsheet[3] for Council's consideration. All of the suggestions or recommendations for projects were provided to him by Council, which are depicted in the spreadsheet.

[3] Capital Budget Prioritization FY2020-2025 CIP Analysis

Discussion was held regarding the various projects. Councilmember Koss added that she would like the City to show a good faith effort that we are committed to a renewable energy/energy efficient future.

City Manager Titkanich shared that in regard to the parking situation in the Village, there may be an opportunity for the City to obtain land.

Councilmember Koss expressed that the elderly need to be considered because if parking is too far away from their destination they may have a hard time getting there. In response, City Manager Titkanich explained that it was shown in both of the previous parking studies that one solution to that issue is to have the merchants and their employees park somewhere else instead of taking up the spots in front of the shops throughout the day. Another possible solution would be to install parking meters as that would deter merchants and their employees from parking in those spots as they would be required to pay.

City Manager Titkanich discussed the compensation study and clarified that this is something that the Florida League of Cities does not do, however in addition to the City of Cocoa, Satellite Beach and various other cities conduct these studies as well. He explained that the issue is that positions and job titles vary from city to city.

In regard to parks maintenance, Councilmember Goins asked if a minor project, such as having security cameras installed, would need to be budgeted in order to be implemented. He expressed that he feels it is important to have cameras installed. In response, City Manager Titkanich explained that it would need to be budgeted.

Councilmember Koss mentioned the importance of signs in the City. City Manager Titkanich shared that a tour of all the City's signs will be conducted as the City has some old signs that may need to be removed or replaced.

Councilmember Koss pointed out that some of the projects listed are reimbursed by SOIRL.

Mayor Williams mentioned that there is a sidewalk issue by the Sharing Center. He explained that individuals that go there for a shower or supplies have to walk in the road as there are no sidewalks.

Councilmember Goins asked City Manager Titkanich to provide an update when he can regarding his meeting with SCAT.

City Manager Titkanich shared all of the upcoming Council meetings through the end of September. Additionally, he thanked Finance for all of their hard work with the budget.

III. ADJOURNMENT:

*** MOTION by Councilmember Boisvert; SECONDED by Councilmember Goins to adjourn the August 7, 2019 City Council Budget/CIP Workshop.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The Workshop adjourned at 7:34 p.m.

_____

Jake Williams Jr., Mayor

ATTEST:

_____

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

FY 2020
Budget and Capital Improvement Workshop

Special City Council Meeting

August 7, 2019

Budget Connection to Strategic Plan

City 2016-2021 Strategic Plan:

Goal 1: Maintain long term fiscal sustainability.
Goal 2: Promote greater transparency in budgeting and financial matters.

Certificate of Achievement FOR EXCELLENCE IN Financial Reporting

Awarded 2016 & 2017



Assigned Aa2 rating from Moody's Investors Service

- *Credit Strengths* – "Strong reserve and liquidity levels"
- *Factors that could lead to a downgrade* – "Significant decline in reserve or liquidity levels"
- *Factors that could lead to an upgrade* – "Material tax base growth"



Upgraded from AA (stable) to AA (positive)

COCOA FLORIDA

Agenda

- General Fund Background
  - Review of Fiscal Sustainability Model and Recommendations
- Water/Sewer Background
- Overview of Fund Budgets
  - Revenues and Expenses
  - Fund Balance (Reserves)
- Overview of Capital Projects, Programs and Equipment
- Budget Development Philosophy/Focus
- Items in Development
- Items for City Council Considerations
- Next steps…

General Fund

Background

- In FY 2015 Burton & Associates worked collaboratively with City staff to develop a Fiscal Sustainability 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 forecasting model with current data to aid in the FY 2020 Budget Process
  - Validate prior assumptions
  - Evaluate current fiscal conditions
  - Evaluate FY20 Millage & Fire Assessment Rates

General Fund Baseline Scenario Screenshot

(May 19, 2015 Budget Workshop)

BURTON & ASSOCIATES

No Changes in Millage Assumed

Modest Property Value Growth Assumptions

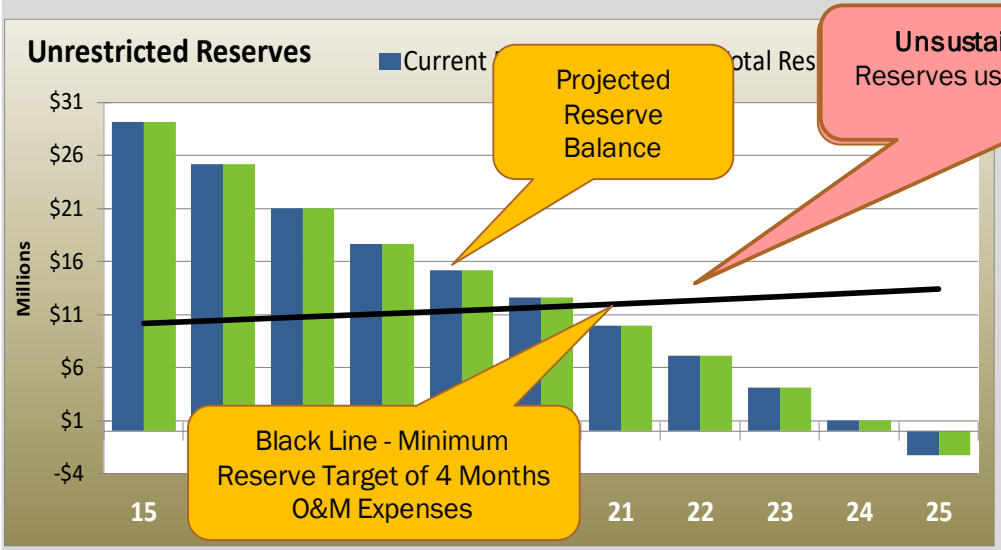
GENERAL FUND FINANCIAL ANALYSIS AND MANAGEMENT SYSTEM (FAMS - GF) SUMMARY

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?

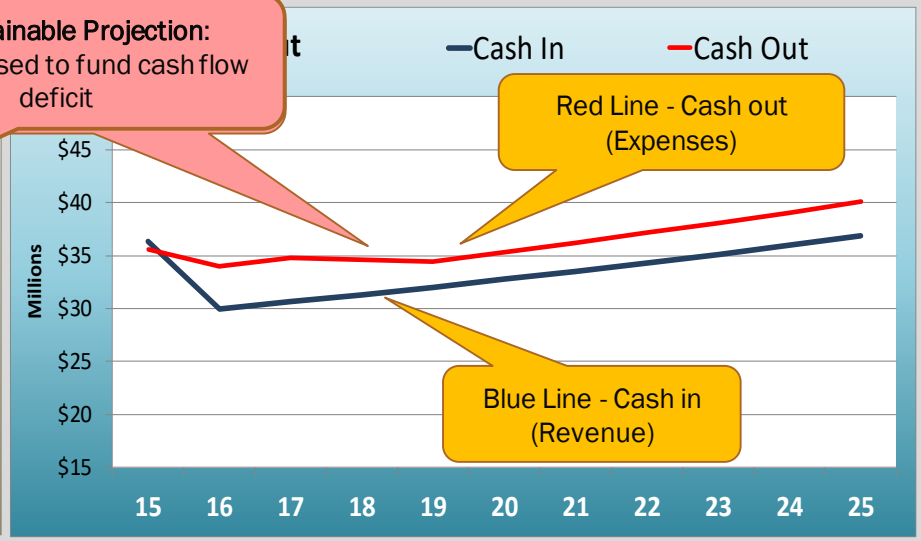
PST Year?



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)

Budget Development Philosophy

FOCUS:

- FY2015 and FY2016 – Public Safety
- FY2017 and FY2018 – Community Improvements/Infrastructure
- FY2019 – Community Improvements/Employee Investment
- **FY2020 – Community Improvements, Sustainability/Resiliency, and Employee Investment**
  - ERP/Software Conversion- Process Evaluation and Documentation
  - Annual Roadway/Sidewalk Construction and Repair & Maintenance
  - Pineda Street Resurfacing and Sidewalks
  - Sustainability/Resiliency
  - Economic Development
  - Health Insurance – City absorb full increase of approximately 8% combined with proposed plan changes
  - City Council Identified Community Projects and Priorities

Basis for FY2020 GF Budget Analysis

- FY 2019 Budget Actuals
- FY 2020 Preliminary Budget
  - Basis of projected expenses for future fiscal years through FY 2029
- Capital Improvements Program – 5 years
- Operating Fund Balance (Reserves) equal to 4 Months of O&M Expenses (Change Fund Balance Policy to 3 Months in FY2020 effective FY2021)
- Revenue Validation/Changes from Prior Year's Analysis
  - Property Values continue to rise, projection adjusted
  - Fire Assessment - Evaluation
    - Prior Year Recommendation: 3% annual adjustments

Cost Indices

- Consumer Price Index (6/2019)[1] 1.6%
- Municipal Cost Index (6/2019)[2] 0.96%
- Construction Cost Index (6/2019)[2] 1.83%
- Wages and Salaries (6/2019)[3] 2.5%

  (State/Local Government Workers)
- Compensation (6/2019)[3] 3.0%

  Wages, salaries and employer costs for benefits

  (State/Local Government Workers)

Sources:

[1] U.S. Bureau of Labor Statistics (https://www.bls.gov/cpi/)

[2] American City and County (http://americancityandcounty.com/municipal-cost-index)

[3] U.S. Bureau of Labor Statistics (http://data.bls.gov).

FY2020 General Fund Budget

FY2020 General Fund Budget:

Revenues: $39,707,601
Expenses: $39,707,601
Use of Fund Balance: $2,194,162

- Assigned FB 1.1 Million
- Unassigned FB: $1.09 Million

Budget Expense/Revenue Drivers:

- Increases:
  - Additional Personnel Costs for new positions and reclassifications **$391,631**
  - Salary Increases **3%**
  - District Chiefs – Negotiations ongoing
  - Health Insurance – **8.2%**
  - Public Safety Pensions
    - Unfunded Actuarial Accrued Liability (UAAAL) –
      Police ($2,784,808) – Funded Ratio 91.7%
      Fire ($7,319,058) – Funded Ratio 73.6%
    - City ARC increase – Police $851.505 (22.91%) and Fire $1,588,610 (69.23%)
- Decreases:
  - Unknown timing of Hurricane Irma reimbursements
  - Solid Waste (planning for future contract)
    - Residential Rates no increase
    - Commercial Rates approximately 7.75% rate reduction

General Fund Personnel

Administrative Services (HR)

- Intern $2,500

Community Services:

- Intern – support for CS Staff and Sustainability Advisory Committee $5,000

Finance:

- 3 Staff Accountants (Reclassification) $30,314
- Interim Accounting Manager (Current Manager retiring May 2020…critical position) $57,654
- Customer Service Representative (1 CSR already approved in June 2019)$51,834
- 13 Meter Readers (Reclassification) $24,746

Police:

- School Resource Officer (Cambridge Elementary)
- **Reimbursed $52,000 per SRO by BPS Proposed Agreement**

Public Works:

- Sidewalk Construction and Maintenance Crew
  - Maintenance Worker II $57,359
  - Crew Leader $63,550

Total Cost for Recommended Positions/Reclassifications: $361,197

Positions requested and not recommended to be filled in FY2020:

- 1 Detective (CPSM Study)
- Communications Dispatcher
- CFD Training Officer (Part-Time GE-12)
- 3 Firefighters/Fire Medics (Solo Paramedics)
- Economic Development Manager

General Fund

FY 2019 Financial Sustainability Analysis Update

STANTEC GENERAL FUND MODEL

FAMS-XL | **City of Cocoa, FL** | **General Fund**

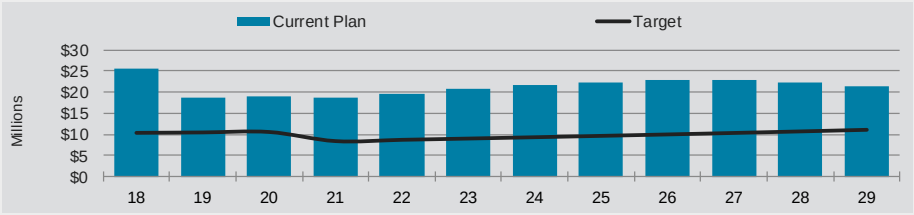
Stantec

CALC | SAVE | LAST | CTRL | 5/10

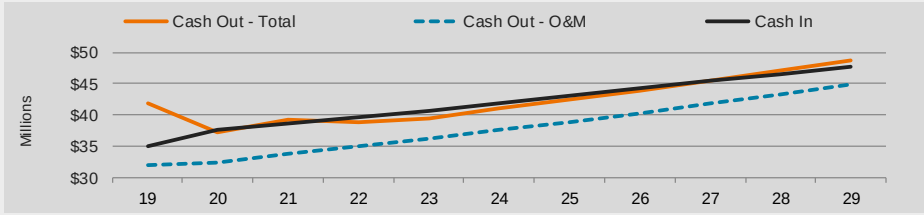
	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Millage Rate	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790
Taxable Value Increase	9.1%	10.6%	4.0%	3.0%	3.0%	4.3%	4.2%	5.3%	3.0%	3.0%	3.0%
Cash Flow Surplus/(Deficit) $M	$ (6.82)	$ 0.43	$ (0.50)	$ 0.93	$ 1.26	$ 0.93	$ 0.63	$ 0.38	$ (0.03)	$ (0.46)	$ (0.94)
End of Year Fund Balance $M	$ 18.72	$ 19.15	$ 18.65	$ 19.58	$ 20.84	$ 21.76	$ 22.40	$ 22.78	$ 22.75	$ 22.29	$ 21.36
Target Fund Balance $M	$ 10.57	$ 10.68	$ 8.46	$ 8.78	$ 9.08	$ 9.40	$ 9.74	$ 10.08	$ 10.45	$ 10.82	$ 11.21
Balance % of Expenses	44.69%	51.45%	47.61%	50.49%	52.75%	53.11%	52.82%	51.87%	50.07%	47.41%	43.87%

Growth	Medium
WMDC?	Y
EA?	N
FF?	N

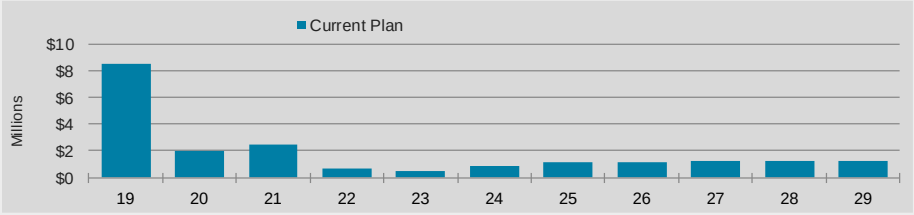
End of Year Fund Balance



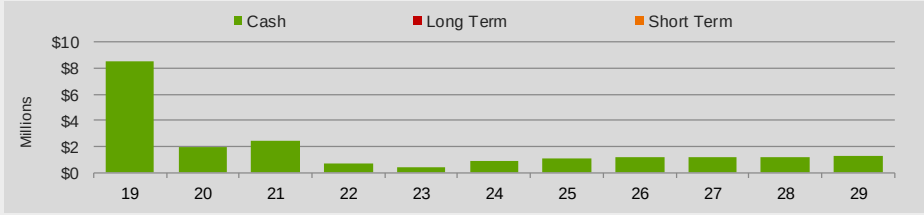
Revenues vs. Expenses



CIP Spending



CIP Funding



General Fund

FY 2019 Financial Sustainability Analysis Update

STANTEC GENERAL FUND MODEL

FAMS-XL | **City of Cocoa,** **General Fund**

Stantec

CALC | SAVE | LAST | CTRL | 5/10

Strong growth achieved in FY20

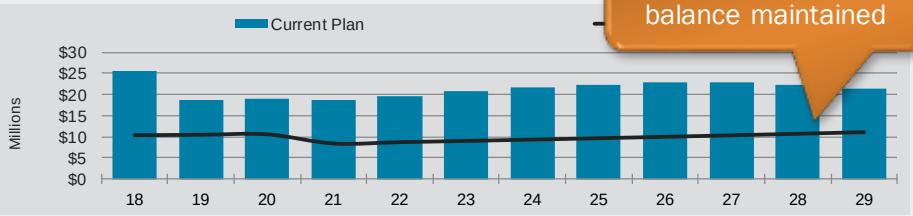
	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Millage Rate	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790
Taxable Value Increase	9.1%	10.6%	4.0%	3.0%	3.0%	4.3%	4.2%	5.3%	3.0%	3.0%	3.0%
Cash Flow Surplus/(Deficit) $M	$ (6.82)	$ 0.43	$ (0.50)	$ 0.93	$ 1.26	$ 0.93	$ 0.6	0.38	$ (0.03)	$ (0.46)	$ (0.94)
End of Year Fund Balance $M	$ 18.72	$ 19.15	$ 18.65	$ 19.58	$ 20.84	$ 21.76	$		$	$ 22.29	$ 21.36
Target Fund Balance $M	$ 10.57	$ 10.68	$ 8.46	$ 8.78	$ 9.08	$ 9.40	$		$	$ 10.82	$ 11.21
Balance % of Expenses	44.69%	51.45%	47.61%	50.49%	52.75%	53.11%				47.41%	43.87%

Growth	Medium
WMDC?	Y
EA?	N
FF?	N

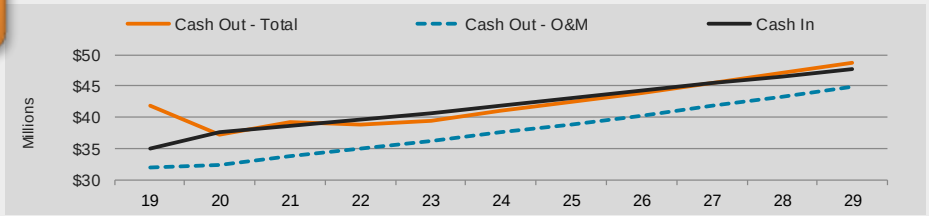
Walmart Dist. Center Phase II included in FY24 – FY26

Minimum reserve balance maintained

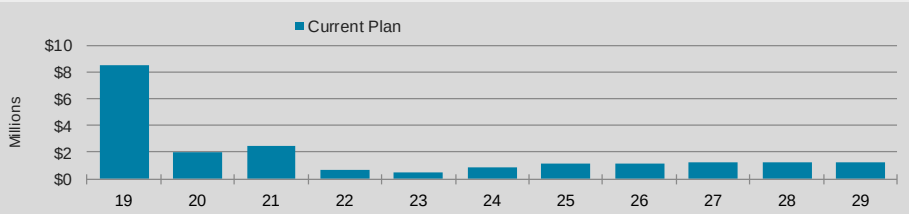
End of Year Fund Balance



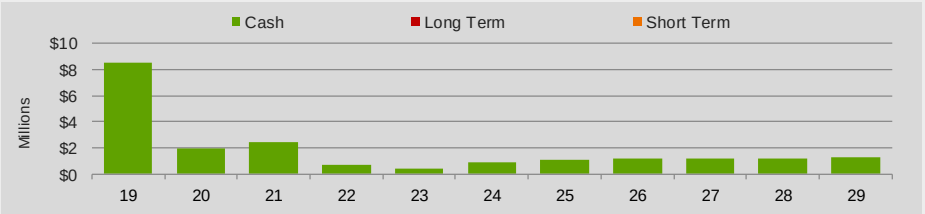
Revenues vs. Expenses



CIP Spending



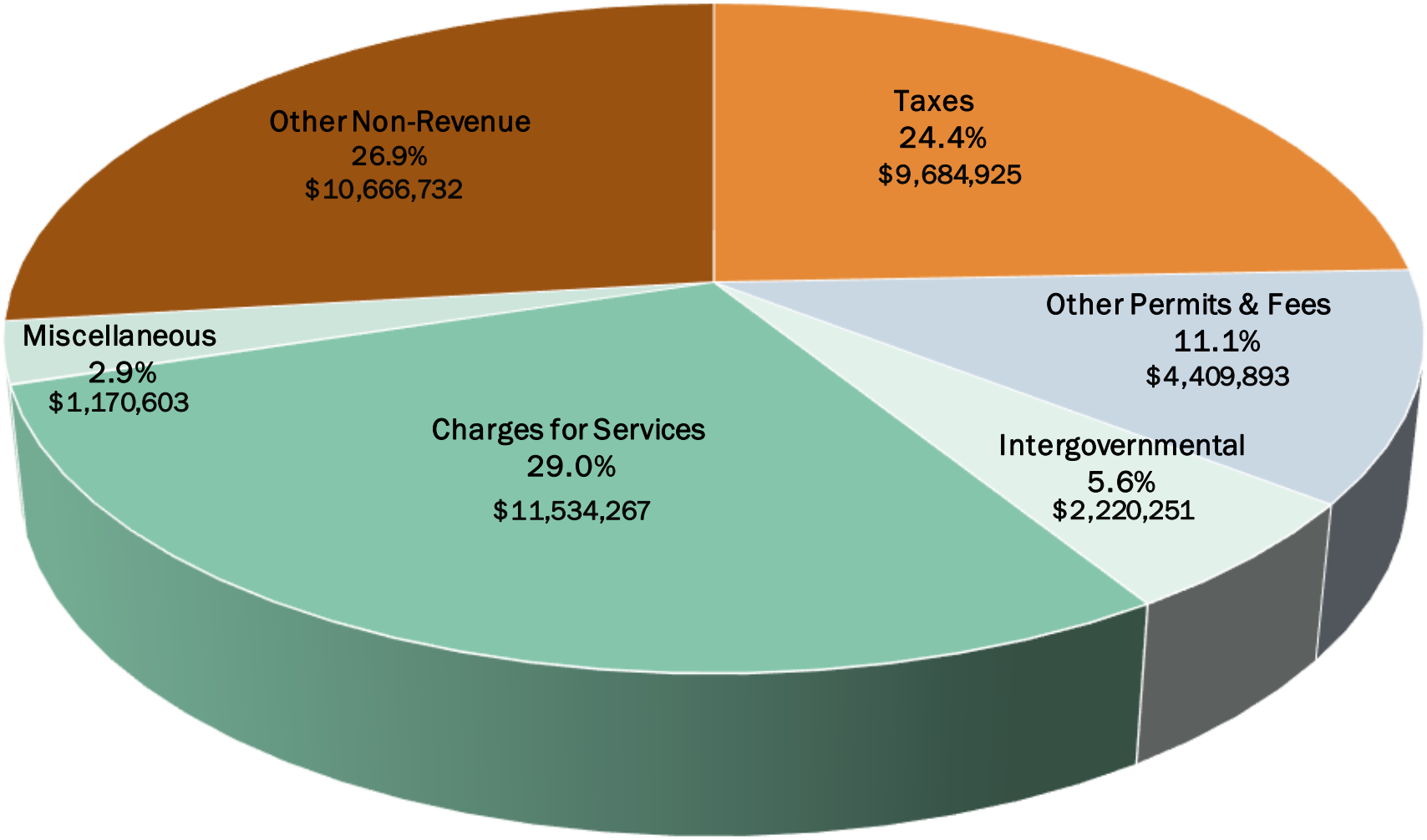
CIP Funding



Estimated
FY 2020 General Fund Revenues by Funding Source

Funding Source	FY 2020 Budget	% of Budget
Taxes (Ad Valorem, UST and CST)	$9,684,925	24.4%
Other Permits & Fees (Building Permits, Franchise Fees, Fire Assessment, and Planning & Zoning Fees)	$4,409,893	11.1%
Intergovernmental (Local, State & Federal Grants, Housing Authority Payments in Lieu of Taxes, and State Shared Revenues)	$2,220,251	5.6%
Charges for Service (Water Billing Services, Garbage Collection Services, Allocation for Services and Culture/Recreation Fees)	$11,534,267	29.0%
Fines & Forfeitures	$20,930	0.1%
Miscellaneous (Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Police & Fire State Pension Revenues, Insurance Proceeds, etc.)	$1,170,603	2.9%
Other Non-Revenue (Inter-fund transfers, Water/Sewer ROI and 6% PILOFF, Debt Proceeds, Revenues from Unassigned FB (Reserves)	$10,666,732	26.9%
TOTALS	$39,707,601	100%

Estimated FY2020 General Fund Revenues



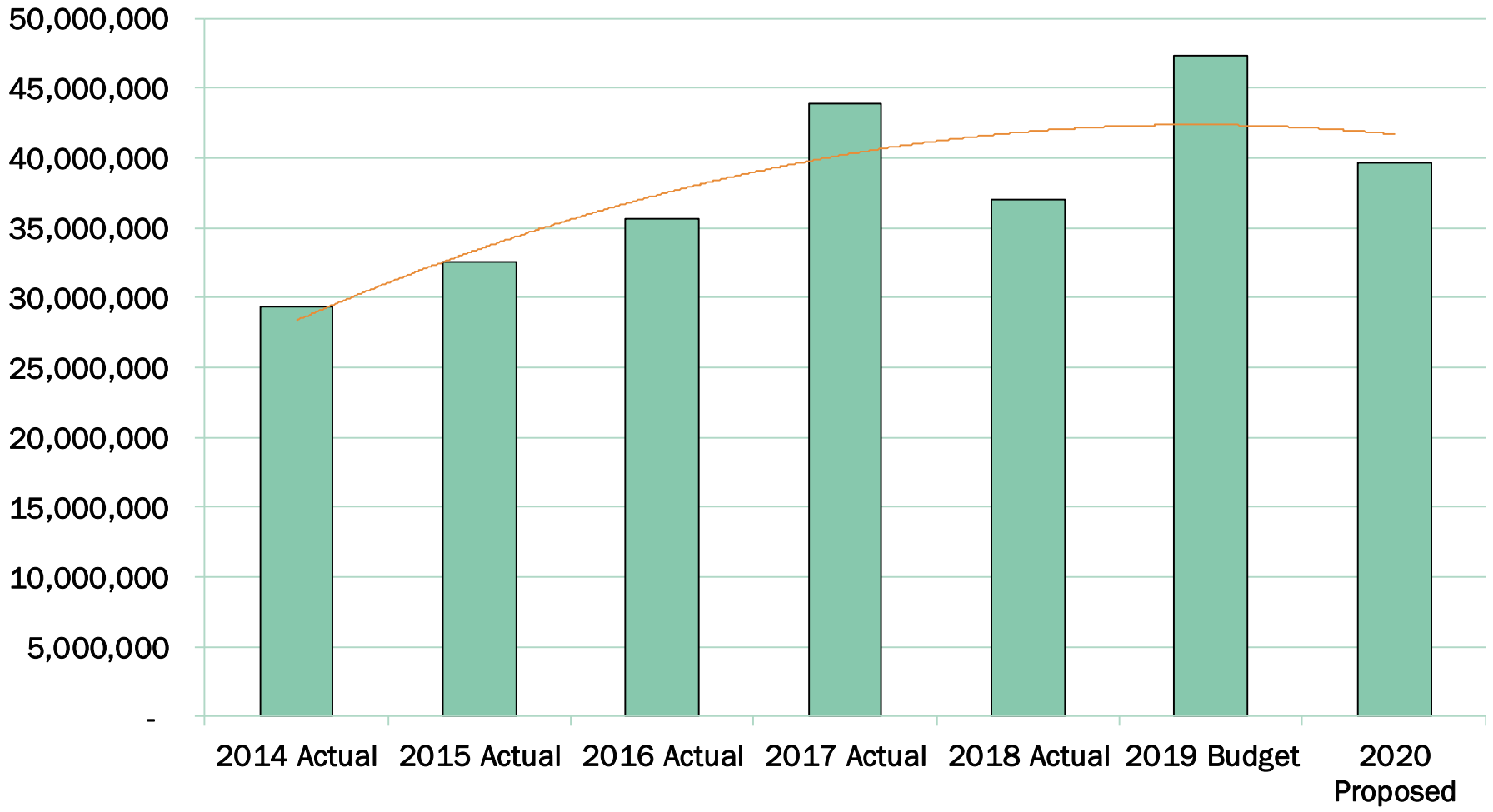
*Fines and Forfeitures 0.1%, $20,930

FY 2020 Proposed Budget vs. FY 2019 Amended Budget by Department

GENERAL FUND DEPT.	FY 2020 PROPOSED	*FY 2019 AMENDED	% VARIANCE	% OF BUDGET
City Council	$185,941	$150,635	23.4%	0.5%
City Manager Office	$3,467,884	$3,138,848	10.5%	8.7%
Finance	$3,483,448	$3,134,597	11.1%	8.8%
General Operations	$5,787,447	$12,244,516	(52.7)%	14.6%
Administrative Services	$952,254	$799,693	19.1%	2.4%
Police	$10,420,536	$10,150,866	2.7%	26.2%
Fire	$6,451,063	$6,479,397	(.40)	16.2%
Community Services	$1,295,450	$3,483,791	(62.8%)	3.3%
Public Works	$7,663,578	$7,758,978	(-1.2)%	19.3%
TOTALS	**$39,707,601**	**$47,341,321**	**(16.1%)**	**100%**

*As of 8/1/2019

General Fund Expenditure Trends



FY 2020 Proposed Budget vs. FY 2019 Amended Budget by GENERAL FUND Category

CATEGORY	FY 2020 PROPOSED	*FY 2019 AMENDED	VARIANCE	% VARIANCE
Salaries & Benefits	$24,596,807	$23,456,196	$1,140,611	4.9%
Operating	$11,448,865	$10,914,125	$534,740	4.9%
Capital	$697,889	$1,729,785	($1,031,896)	(59.7%)
Grants & Aids	$1,180,794	$3,152,659	($1,971,865)	(167.0%)
Other	$1,783,246	$8,088,556	($6,305,310)	(78.0%)
TOTALS	**$39,707,601**	**$47,341,321**	**($7,633,720)**	**(16.1%)**

*As of 8/1/2019

FY 2020 Proposed
General Fund Capital Budget

	BUILDING	INFRASTRUCTURE	MACHINERY & EQUIPMENT	JAG Grant	IT Hardware	Software	TOTALS
City Manager (Information Technology & Leisure Services)	$0	$60,000	$0	$0	$60,000	$0	$120,000
Finance	$0	$0	$0	$0	$41,127	$0	$41,127
Police	$0	$0	$364,657	$0	$5,000	$17,320	$386,977
Fire	$0	$0	$32,105	$0	$0	$0	$32,105
Community Services	$0	$0	$26,800	$0	$0	$0	$26,800
Public Works	$0	$0	$90,880	$0	$0	$0	$90,880
TOTALS	**$0**	**$60,000**	**$514,442**	**$0**	**$106,127**	**$17,320**	**$697,889**

FY2020 Funded Through GF Fund Balance

Funded through GF Fund Balance:

Internet Technology

- Fiber Install (Police Department to Dr. Joe Lee Smith) – $60,000

Police

- 6 Patrol Vehicles – $255,774
- Crisis Negotiations Throw Phone – $6,495
- Police Portable Light Tower – $16,478
- Police Light Bank (Solar & Generators) – $31,000
- Fire Suppression System for PD I.T. Room – $15,000
- 3 Code Enforcement Vehicles (1- EV AFB) – $68,910
- Laptops – $54,100
- Storage Upgrade Cellbrite – $5,000
- Traffic Speed Monitoring Portable Display – $17,000

Public Works

- Public Works EV Utility for Grounds Crew – $15,000
- Public Works Fleet Twin Post Vehicle Lift – $6,700
- Annual Street Paving – $300,000 (Assigned Fund Balance (AFB)
- Annual Sidewalk R/M – $30,000
- Pineda Street Paving/Curbing/Sidewalk Repair – $500,000 (AFB)

FY2020 Funded Through GF Balance Continued

Continued: Funded through GF Fund Balance:

Public Works

- (FEC) West Highland Railroad Crossing – $121,000
- (FEC) Peachtree Railroad Crossing – $87,000
- Vehicle Charging Stations – $8,8000 (AFB)

Fire

- Extrication Equipment – $32,105

Information Technology

- ERP $250,000 – (AFB)
- Network Chassis and Core Upgrades – $60,000

Community Request

- Cocoa High School - $75,000, BPS Match $25,000 For Each Project
  - Rubberized Track – $25,000
  - Turf Field – $25,000
  - Gym Bleachers – $25,000

FY2020 Funded Through GF Balance Continued

<u>Continued: Funded through GF Fund Balance:</u>

City Clerk

- EV Pool Vehicle -- $27,000

Community Services

- EV Building Official Vehicle -- $26,800

General Operations

- CS Evaluation -- $50,000
- Security and Safety Improvements -- $75,000

Total Estimated Projected Use of GF Fund Balance: $2,194,162

General Fund Unassigned Fund Balance

GF Unassigned FB (as of 9/30/2018, per 2018 CAFR):

$5,148,440

Projected Use of FB FY2019

- ($1,324,369) Reimbursed by CDBG for Dr. Joe Lee Smith Center
- ($130,000) FMIT Deductible
- ($50,000) Agreement Florida Historical Museum
- ($21,470) Welcome Signs – Possible FEMA Reimbursement
- ($2,400) Firestations Repeater
- ($85,000) Fire Station 3 Roof (Old)
- ($160,000) SCBA Fire
- ($50,000) Police Strategic Plan
- ($40,000) City CEMP

$3,285,201 Projected Available Unassigned FB YTD

Projected Use of Unassigned Fund Balance for 2020

$1,018,312 One-Time Capital Costs

GF Recommendations

- No millage change, maintain at 5.9790
- Adopt 3% annual adjustment to Fire Assessment rates.
- Continue to plan for Catalytic Capital Projects to enhance overall City values and growth
  - Utilize Fund Balance available to fund projects
  - Preserve Fund Balance at minimum reserve requirement
- Continue to pursue large growth catalytic projects such as Walmart DC.

Water/Sewer

FY 2020 Water/Sewer Fund Revenue by Funding Source

Funding Source	Amount	Percentage of Total Revenue
Other Permits & Fees (Water & Sewer Impact Fees)	$2,264,715	3.5%
Charges for Service (Water, Sewer and Reuse Services)	$63,076,683	96.3%
Miscellaneous (Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Insurance Proceeds, etc.)	$146,300	.02%
Other Sources (Contributions, Bond proceeds and use of Reserves)	-	-
TOTALS	$65,487,698	100%

FY 2020 Water/Sewer Fund Proposed Budget vs. FY 2019 Amended Budget by Category

CATEGORY	FY 2020 PROPOSED	FY 2019 AMENDED	VARIANCE	% Variance
Salaries & Benefits	$16,308,414	$15,165,948	$1,142,466	7.5%
Operating	$28,083,567	$25,272,371	$2,811,196	11.1%
Capital	$3,123,594	$9,306,952	($6,183,358)	(66.4%)
Grants & Aids	$1,200	$1,000	$200	20.0%
Other	$17,970,923	$19,562,014	($1,591,891)	(8.1%)
TOTALS	**$65,487,698**	**$69,308,285**	**($3,820,587)**	**(5.5%)**

FY 2020 Water/Sewer Fund Proposed Budget vs. FY 2019 Amended Budget by Division

WATER/SEWER FUND BY DIVISION	FY 2020 PROPOSED	*FY 2019 AMENDED	% Variance	% of FY 2020 Budget
Field Services	$1,674,229	$1,672,011	0.1%	2.6%
Water Admin. (Lab)	$30,595,952	$29,450,627	3.9%	46.7%
Dyal Plant Operations	$14,451,966	$15,190,050	(4.9%)	22.1%
Water field Operations	$9,087,862	$9,665,177	(6.0%)	13.9%
Engineering	$3,112,376	$6,762,508	(54.0%)	4.8%
Sellers Plant Operations	$3,302,320	$3,615,409	(8.7%)	5.0%
Sewer Field Operation	$3,262,993	$2,952,503	10.5%	5.0%
TOTALS	$65,487,698	$69,308,285	(5.5%)	100%

*As of 8/1/2019

FY 2020 Proposed Water/Sewer Capital Budget

	Building	INFRASTRUCTURE	MACHINERY & EQUIPMENT	IT Hardware	SOFTWARE	TOTALS
Field Services	$0	$0	$0	$0	$0	$0
Water Administration	$0	$0	$0	$0	$0	$0
Dyal Plant	$0	$250,000	$594,700	$0	$0	$844,700
Water Field Operations	$0	$0	$415,584	$0	$0	$415,584
Engineering	$0	$1,559,490	$0	$0	$0	$1,559,490
Sellers Plant	$0	$0	$40,020	$28,000	$0	$68,020
Sewer Field Operations	$0	$0	$235,800	$0	$0	$235,800
TOTALS	**$0**	**$1,809,490**	**$1,286,104**	**$28,000**	**$0**	**$3,123,594**



Stormwater

FY 2020 Stormwater Fund Revenue by Funding Source

Funding Source	Amount	Percentage of Total Revenue
*Charges for Service	$1,747,692	100%
TOTALS	$1,747,692	100%

*To be updated with Stantec's Revenue Sufficiency Final Report 8/28/19

FY 2020 Proposed Budget
Stormwater Fund by Category

Category	FY 2020 Proposed	FY 2019 Amended	Variance
*Salaries & Benefits	$727,670	$709,711	$17,959
*Operating	$1,020,022	$600,678	$419,344
*Capital	$0	$284,097	($284,097)
Totals	**$1,747,692**	**$1,594,486**	**$153,206**

*All lines of the Stormwater budget, to be updated with Mead and Hunt's Capital Plan and the new Allocation Report 8/28/19



CRAs

FY 2020 All CRAs Revenue by Funding Source

Funding Source	Amount	Percentage of Total Revenue
TIF Revenues	$1,992,451	23.4%
Rent and Royalties	$39,027	0.5%
Debt Proceeds	$6,487,300	76.1%
TOTALS	**$8,518,778**	**100%**

FY 2020 Proposed Budget
All CRAs Fund by Category

Category	FY 2020 Proposed	FY 2019 Amended	Variance
Salaries & Benefits	$103,632	$107,197	($3,565)
Operating	$918,962	$803,882	$115,080
Capital	$6,882,300	$311,540	$6,570,760
Grants	$265,000	$409,565	($144,565)
Other	$348,884	$419,617	($70,733)
Totals	**$8,518,778**	**$2,051,801**	**$6,466,977**

FY 2020 Proposed Capital Budget CRAs

	BUILDING	INFRASTRUCTURE	MACHINERY & EQUIPMENT	TOTALS
Cocoa CRA	$6,747,300	$260,000	$0	$7,007,300
Diamond Square CRA	$0	$135,000	$0	$135,000
US1 CRA	$0	$0	$0	$0
TOTALS	**$6,747,300**	**$395,000**	**$0**	**$7,142,300**

All Funds

FY 2020 Proposed Budget vs. FY 2019 Amended Budget by Fund

FUND	FY 2020 PROPOSED	*FY 2019 AMENDED	% VARIANCE	% of Budget
General Fund	$39,707,601	$47,341,321	(16.1%)	25.7%
G.F. Debt Service Fund	$1,783,246	$1,746,156	2.1%	1.2%
G.F. Capital Projects Fund	$91,626	$7,763,147	(98.8%)	0.1%
Special Revenue Funds	$9,301,833	$5,182,638	79.5%	6.0%
Water/Sewer Fund	$65,487,698	$69,308,285	(5.5%)	42.4%
Water/Sewer Bond	$18,567,036	$26,717,181	(30.5%)	6.3%
Water/Sewer Debt Service Fund	$9,761,950	$11,194,729	(12.8%)	12.0%
Self Insurance	$1,217,552	$1,425,827	(14.6%)	0.8%
Health Insurance	$6,747,254	$6,849,173	(1.5%)	4.4%
Stormwater Fund	$1,747,692	$1,594,486	9.6%	1.1%
TOTAL	$154,413,488	$179,122,943	(13.8%)	100%

* FY 2019 Amended Budget as of 8/1/19

Discussion

- City Council Considerations

(Spreadsheet provided by City Manager)

Questions / Discussion



Next steps in Budget Process

- Utility Rates – **August 14, 2019** at 6:00 P.M
- Initial Assessment Resolution – **August 28, 2019** at 6:00 P.M.
  - Stormwater Assessment Rate
- Preliminary Rate Resolution– **August 28, 2019** at 6:00 P.M.
  - Fire Assessment Rate
- 1ST Public Budget Hearing – **Sept. 11, 2019** at 6:00 P.M.
  - Final Stormwater Assessment Resolution
  - Final Fire Assessment Resolution
  - Vote for Tentative Millage Rate
  - Vote on Proposed FY2020 Budget
- 2nd Public Budget Hearing – **Sept. 25, 2019** at 6:00 P.M.
  - Adopt Final Millage Rate
  - Adopt the FY2020 Budget

Capital Budget Prioritization
FY2020-2025 CIP Analysis

Priority I – Imperative (Must Do) Projects represent projects that cannot reasonably be postponed in order to avoid harmful or undesirable consequences.

- Addresses a condition dangerous to public health, safety or welfare.
- Achieves compliance with a mandate or other legal obligation (contract/development order).
- Alleviates an emergency service disruption or deficiency.
- Prevents irreparable damage to a critical public facility.

Priority II – Essential (Should Do) Projects represents projects that address clearly demonstrated needs or objectives.

- Projects identified in the 2020-2025 Strategic Plan that will stimulate economic growth and induces opportunity to attract private capital investment.
- Deferment would result in severe degradation of public facilities and/or reduction in level of service.
- Reduces future operating and maintenance costs and advances fiscal sustainability.
- Leverages available federal, state or county funding or public-private partnerships (grant awarded or public-private partnership, matching requirement considerations).
- Reduces demand on natural resources and/or promotes sustainability.

Priority III – Important (Could Do) Projects represent projects that benefit the community but may be delayed without detrimental effects to core municipal services.

- Rehabilitates or replaces an obsolescent public facility.
- Provides a new or expanded level of service to City of Cocoa residents and/or business owners.
- Leverages available federal, state or county funding (grant opportunities/joint funding).
- Enhances natural or cultural resources.

Priority IV – Desired (Nice to Do) Projects represent projects that would add value to the community's quality of life, but are not necessary to the delivery of core municipal services.

- Promotes and enhances the City of Cocoa's image, physically or emotionally.
- Enhances and expands recreational or community amenities.
- Presents an opportunity to enhance and strengthen community identification within the Space Coast region.

COCOA FLORIDA

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	**Project Name**	**Project Description/Details**	**Strategic Issue Connection**	**Capital Project or Program**	**Project Location**	**Council Priority Rating**	**Staff Priority Rating**	**City Council Priority Consensus**	**Council Implentation (Years)**	**Staff Implentation (Years)**	**City Council Implementation Consensus**	**Estimated Costs (If known)**	**Proposed in FY2020 Budget**	**Miscellaneous Information/Staff Comments**
2	Increase email communication for civic engagement	Take emails outside chamber to be used to push notifications of meetings and volunteer leadership opportunities.	Civic Engagement	Program	Citywide	I	II			FY2020		Existing staff resources	Yes, through existing staff resources	This an on-going effort and priority within the City Manager's office, and the Asst. to the CM/Public Relations Specialist has been working with departments to expand and enhance the City's digital footprint. ADA compliance has become an immediate priority, but we continue to evaluate opportunities to increase our digital footprint.
3	IRD restoration	Education campaign to develop stewardship on IRD with living shorelines, lawn maintenace practices, etc.	Civic Engagement	Program	Citywide	II	II			1-2 years		Unknown	No	Staff will coordinate with SOIRL and other environmental groups to avoid duplication and leverage resources/efforts.
4	Newsprint type newsletter to all residents	Determine ability to produce quarterly newsprint newsletter to be mailed to all residents and available in Village.	Civic Engagement	Program	Citywide	III			FY2020	FY2020		$ 27,500	Yes	We have a current quote for printing and mailing FYI Quarterly newsletter to all households. It should be noted that newsprint are generally less likely to be read and thus staff has included in budget to print/mail FYI quarterly while also seeking to increase electronic delivery among residents.
5	Lagoon Friendly Demonstration Garden in popular location	A demonstration garden led by volunteer leaders will serve as model for campaign to increase Lagoon friendly landscaping.	Civic Engagement	Non Capital Project	N/A	IV	III		2-3 years	2-3 years		Unknown	No	The living shoreline project at Lee Wenner Park could also serve as an example for property owners wishing to do the same with their property.
6	Strategic Plan Update	Need to update plan to reflect Council and Staff discussion at retreat	Civic Engagement		Citywide		I		FY2020	FY2020		and Funds Budgeted to Support	Yes	Council direction, community survey, stakeholder committees and independent facilitator. Staff anticipates to initiate survey shortly after the beginning of the fiscal year.
7	Provost Park	Work to keep program/activities schedule for park with police patrol, bathroom availability, etc.	Community Development/Redevelopment	Program	District 1	I	II		1-2 years	1-2 years		Unknown	No	With regard to police patrolling, operations are scheduled periodically to address public safety issues. Park should be evaluated as part of the Open Space and Park Master Plan and discussions with Brevard County (who currently maintains and schedule park activities) should ensue following master plan approval. This will allow the existing space to be mazimized in terms of use based demand in the Central Brevard area. Improvements identified would be an eligible expense and consistent with Diamond Square CRA Redevelopment Plan.
8	Solar panels on Joe Lee Smith Center	We have a 30 year time frame for this building - it only makes sense economically and it shows our commitment to renewable and efficient energy. This pays for itself.	Community Development/Redevelopment	Capital Project	District 1	I	II		FY2020			$ 250,000	No	Staff has requested the contractor provide an estimate for the installation of solar. Staff will also coordinate with FSEC to conduct a cost-benefit/ROI analysis. The project has been approved as currently designed with a GMP of nearly $4.6 million without solar, but a change order could be issued as it is still early enough for this to occur subjet to the costs and cost-benefit/ROI analysis. Staff will report back to City Council.
9	Architectural Review Board/Standards	We need a common vision for Cocoa Village. An ARB can establish aesthetic standards; performance and environmental goals; standards for architectural development. Having this in place can raise the standard and quality of development for a more attractive city with a unique image.	Community Development/Redevelopment	Non Capital Project	District 1	I	II		FY2020	FY2020		$ 60,000	Yes	The Cocoa CRA Redevelopment Plan provides for the CRA to evaluate site design standards and improve the aesthetics of the CRA. The Waterfront Overlay District (form-based code) accomplishes a degree of this and the development of architectural standards would enhance and guide future redevelopment and development with the CRA. These standards should be developed based on community engagement and input and would serve as the basis for an Architectural Review Board to render objective based
10	Cocoa Hills Public Park	Audubon & Westview $46K for sale by owner 772-480-9607	Community Development/Redevelopment	Capital Project	District 4	II	II		1-2 years			$ 46,000	No	Staff recommends completion of Open Space and Parks Master Plan.

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11	Michael C. Blake Subdivision	Pre-develop infrastructure and market subdivision to affordable housing developers.	Community Development/Redevelopment	Program	District 1	II	II		1-2 years	FY2020		$ 135,000	Yes	Proposed in Diamond Square CRA Budget.
12	Expanded Transit Service	Expand weekend transit service for Cocoa residents - this would expand Saturday service and add Sunday service	Community Development/Redevelopment	Program	Citywide	II	III			1-2 years		See Comments	No	Meeting scheduled with SCAT to discuss transit shelters and expanded transit service on weekends. Staff would like to bring this
13	Street to Homes	This is a program in conjunction with Brevard Homeless Association that provide counseling services and short term shelter to help select population out of homelessness.	Community Development/Redevelopment	Program	N/A	III	III		2-3 years	2-3 years		Unknown	No	Staff recommends working with existing service providers to conduct a program and services inventory by agencies and identify gaps to eliminate opportunities for duplication of services and provide the best services within our resource network.
14	Parking in Cocoa Village	We need more parking in Cocoa Village. 2 studies have stated so.	Community Development/Redevelopment	Capital Project	District 1		II		FY2020	1-2 years		Unknown		As part of the Cocoa CRA redevelopment project for the former City Hall site, the developer is to provide 100 public parking spaces. Preliminary engineering suggests that by re-engineering on-street parking the ability to add approximately 140 parking spaces. Additionally, there may be some land available that could be acquired for parking and future development. This is an established goal and objective of the Cocoa CRA Redevelopment Plan.
15	Brownfields Program	Would like to see the City continue its work in addressing brownfields properties and working to achieve environmental justice	Community Development/Redevelopment	Program	Citywide		II			1-2 years		EPA Grant Funds	Yes	$15,000 annually which has assisted in undertaking Phase I ESAs and provided administrative expenses to support staff participation with the EPA, FBA and EJ activities. The City has discussed with both of its current contracted environmental consultants on FY20 grant applications, one for Community Wide BF Assessments largely centered on Diamond Square CRA and Opportunity Zones, and the possibility of seeking to partner with Zion Orthodox for a Clean-Up Grant (this may be more difficult with the City not being the
16	Job Creation	City needs to work on attracting high-wage jobs such as manufacturing, R&D, technology (clean/green) as well as trade related jobs.	Economic Development	Program	Citywide		II		1-2 years	2-3 years		See Comments	No	As indicated above, the City conducted an Economic Baseline Analysis that guides our recruitment efforts. In order to position the City in working to attract high-wage/value added jobs, City Council might consider employing a consultant to evaluate our workforce from a job creation viewpoint to identify the barriers/challenges as well as opportunities to pursue certain fields. Equally important, the study could identify specific actions that could be undertaken to position the City to attract these types of jobs. Potential partnership with CareerSource and EDC. **NOTE:** BPS is seeking to apply to DEO for a logistics/training center at Brevard
17	Target businesses to attract to Cocoa	Identify small businesses that are well served by the internship/certificate programs offered by EFSC.	Economic Development	Program	Citywide		II		FY2020	1-2 years		See Comments	Yes	The City conducted an Economic Baseline Analysis in 2015/2016 and staff recommends using that analysis along with the programs offered at EFSC to target businesses. There are a number of ongoing efforts currently related to business attraction.
18	Compensation Study Update	Evaluate employee salaries and market conditions	Employees	Non Capital Project	N/A	II	II		FY2020	FY2020		$ 15,000	Yes	Contract with Evergreen to update Compensation Study completed in 2015 for future collective bargaining contracts and identification of market inequities

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19	Incentive for Residence	Create some sort of incentive for employees that chose to live in Cocoa. This is encouragement to consider living in Cocoa but also a recognition program for the ambassador role they play as city employees within the community.	Employees	Program	N/A		III		2-3 years	2-3 years		Unknown	No	Staff will research programs, the City through its CDBG/HOME programs does offer first-time homebuyer assistance.
20	Employee Suggesion Program	Develop employee suggestiion program to encourage employee engagement, innovation and cost savings to City	Fiscal Sustainability	Program	Citywide	II	II		1-2 years	1-2 years		Unknown		Staff has researched other local government programs and additional research is required as well as formulating a committee to evaluate proposals to determine cost savings. Most programs
21	Landscape Management	Staff needs to maintain and develop landscape areas, parks, medians, etc.	Image	Program	Citywide	I	II		2-3 years	1-2 years		Unknown	No	As previously noted, with the exception of a few, parks are maintained by Brevard County through an ILA. To add a crew to Public Works will require 4-5 employees. Recurring funding will present an issue for the City. O&M could be potentially funded through a Special Assessment; again, keeping in mind Brevard
22	Water Department Customer Service	Training, automation, etc. For some citizens this is their only interaction with city. Long lines and cross interactions really hurt our image.	Image	Program	Citywide	I	II		FY2020	FY2020			Yes	City Council approved 2 positions, one of which was added in the current fiscal year and the second position will be added in FY2020. Staff is proposing, subject to reliable and compatible technology, the addition of a Kiosk to allow for certain types of payments to eliminate time for customers only paying their bill.
23	Mural on Westview	Back of property being developed by Celebration Tabernacle.	Image		District 4	III			1-2 years			Unknown	No	Private property owner, City can encourage Celebration Tabernacle to consider mural project and staff can attempt to facilitate a meeting and dialogue with local art groups, such as ArtBeatz, other organizations and or artists.
24	Scenic Route Signs	IRD	Image	Non Capital Project	N/A	III	III		1-2 years	2-3 years			No	Districts 1, 2 and 4. Public Works will conduct an inventory, evaluate appropriate sign locations and report back to City Council in FY2020.
25	Cocoa High School	Landscaping asistance for some of the campus to make it more attractive, inviting as a feature of our city.	Image		District 4	III						Unknown	No	City has a commitment to provide support to 3 athletic program projects, $25,000 each for a total of $75,000. Also, conversation with Dr. Mullins indicates Cambridge SRO a priority. This may be better suited for a student project coordinated with EFSC and CHS.
26	Entry Feature	Entry Feature on Fiske & Rosa L. Jones	Image	Capital Project	District 1		III		1-2 years	1-2 years		Unknown	No	Limited right-of-way and property is owned by Zion Orthodox. Possibly secure rights if the City is able to partner with church for BF Cleanup Grant. Costs need to updated as US1 entry feature was completed in early-mid 2000's.
27	Parks Maintenance	Need to raise our level of maintenance for City parks especially in underserved areas and need park family friendly	Image/Public Safety		Citywide	I	I		FY2020	FY2020				
28	(Irrigate and beautify Pineda Corridor)	Beautification of corridor w/trees/landscape/lighting	Image/Public Safety	Capital Project	District 2	II	II		FY2020	FY2020		$ 500,000	Yes	Staff is proposing to undertake roadway improvements in FY2020 that will mill and repave the entire roadway from Dixon to Peachtree. Subsequent phases will need to be programmed. Staff has discussed with Endeavour Elementary and BPS applying for a Safe Routes to School grant. This will improve corridor, but due to

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29	Irrigate and beautify Fiske Corridor (Irrigation truck or reclaimed)	Beautification of corridor w/trees/landscape/lighting	Image/Public Safety	Capital Project	District 2	II	IV		FY2020	FY2020		$ 1,500,000	Yes	Fiske Corridor is in the middle of a 3 phase improvement project with Phases 1 and 2 having been completed, Phase 3 is budgeted in FY2019 budget and will rollover if necessary as we are waiting on notice of our application to the Hazard Mitigation Program for funding. Purchase of an Irrigation Truck will be evaluated and costs will be provided to City Council. **NOTE: There is limited right of way for landscaping and street trees. The project does not include**
30	Restore healthy pond system in Cocoa Hills	This will involve dredging and some sort of beemat program for continued maintenance.	Infrastructure	Program	District 4	I	I		FY2020	FY2020		$50,000.00 Annual Maintenance; $53,000.00 One time vegitation removal	Yes	This is a project within the draft stormwater capital plan. City staff should conduct a root cause analysis of the nutrient loading taking place as well as pond flow issues. A plan should be developed to address current conditions and ongoing maintenance. Restoration will be a multi-year effort as there are additional challenges to be overcome to include access.
31	Smoke test laterals in Cocoa Hills	We need a test area to determine if deteriorated laterals (orangeburg pipe) are cause of excess nutrients in pond system. If they do need replacement, we need to go after federal grant $$ for low income neighborhood.	Infrastructure	Program	District 4	I	II			2-3 years		Unknown	No	Utilities Director can address, the department is focused on addressing City pipes, valves and can seek to program this in future years but believe it more prudent to direct efforts on city infrastructure first. No none programs to assist homeowners if leak
32	IRD septic to sewer	leverage/maximize $$	Infrastructure	Capital Project	District 4	I	II			2-3 years		Estimated at nearly $800,000 to $1 million		Engineering design underway, intent is to work with SOIRL and County to acccomplish. Will require City Council policy discussion on mandatory connection.
33	Baffle Boxes on outfalls		Infrastructure	Capital Project	District 1	I	I			2-3 years		See Comments		Stomwater Master Plan - $227,000 for small basin outfalls, $282,000 for larger basin outfalls and $242,000 for retrofit of 3 existing outfalls.
34	Harrison Street Flooding	The Harrison Street project should be considered as part of a larger project to address the projected water levels of the Indian River Lagoon associated with the downtown basin.	Infrastructure	Capital Project	District 1		I		1-2 years	2-3 years		$ 75,000	Yes	The Cocoa CRA Redevelopment Plan has identified Harrison Street as a project for both stormwater, streetscape and ADA improvements. The Cocoa CRA is proposing to budget $75,000 to take the existing engineering and design plans (currently at 60%) to completion, but with potential modifications to address opportunities for greater stormwater management in the redevelopment area. Project costs will likely exceed te estimated $1 million with the expanded scope.
35	Dredge Cocoa Muck near Lee Wenner Park	Dredging of the Cocoa Riverfron Basin	Infrastructure	Non Capital Project	District 1		III		3-5 years	3-5 years		Unknown	No	City/CRA partnered with Brevard County in 2014 to dredge muck and then again in 2017 post Hurricane Irma. Staff will continue to monitor and program dredging activities as warranted.
36	Pocket Park Outlook/Baffle Box	locate with baffle box and educational signage, Beverly & IRD (?)	Infrastructure and Resiliency/Sustainability	Capital Project	District 4	III	III		1-2 years	2-3 years		$ 300,000	No	Stormwater Master Plan being completed and proposed Open Space and Parks Master Plan. Each outfall has been evaluated based on the size of the drainage basin and nutrient supply for prioritization. This will allow the City to maximize grant funding from SOIRL, SJRWMD amd other potential sources.
37	Bus Shelters	Install ADA compliant bus shelters w/art wraps	Public Safety	Non Capital Project	Citywide	I	III		1-2 years	1-2 years		Unknown	No	The City previously and recently been in discussion with SCAT on potential bus shelter locations. Meeting scheduled to discuss transit shelters and expanded transit service on weekends.
38	Electronic Traffic Monitor	Portable speed trailer for use within the City limits	Public Safety	Program	Citywide	I	II		1-2 years	FY2020		$ 17,000	No	Not currently in the budget, but staff will amend proposed budget and fund through one-time use of Unassigned Fund Balance (Reserves)
39	Stop Signs/Share the Road w/Bicycle Signs/Children in this Neighborhood Signs	Circle Drive, Beverly, Carleton, on IRD, just to name a few	Public Safety	Non Capital Project	Citywide	I	II		1-2 years	FY2020		See Comments	No	Public Works will conduct a existing sign inventory citywide in FY2020 as well as review FHWA MUTCD signage standards and report back to City Council and estimated project costs. This data will be placed in GIS for future reference and administration.
40	Traffic signal/Crosswalk on Clearlake across from bus stop	Currently, students, disabled and elderly must walk over two blocks to use Traffic Signal to get to other side where bus stop is located. Most just run across the street creating a safety issue.	Public Safety	Capital Project	District 4	I			2-3 years	3-5 years		N/A	No	Clearlake Road (FL-501) is owned and mainted by FDOT. At the City's request in FY 2019, FDOT conducted a Warrant Study and concluded that a traffic signal located at the entrance to EFSC was not warranted. The City would have to bear the costs or potentially in partnership with EFSC, developer of Clearlake Isles (commercial out parcels).

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
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41	Police Officer for traffic monitoring	We need to have more visibility/ticketing to speed control on our streets. In some cases, it would just help to park a police car on the street.	Public Safety	Program	Citywide	II	II		1-2 years	1-2 years		$ 90,000	Yes	Two officers assigned to Traffic Enforcement, with current staffing it is unlikely at this time to increase without affecting minimum staffing for patrol. CPSM analysis demonstrates sufficient staff level exists. Estimated costs do not include equipment.
42	City Hall Security Improvement	Improvements to enhance security and safety at City Hall and in City Council Chambers	Public Safety	Non Capital Project	N/A	II	II		FY2020	FY2020		$ 75,000	Yes	Security Assessment under review and upon being finalized a meeting with City Council will be scheduled to review.
43	Police Officer for Cambridge Elementary		Public Safety	Program	District 4	II	II		FY2020	FY2020		$ 90,000	Yes	$52,000 Reimbursement from BPS. Estimated costs do not cover the vehicle, equipment and training.
44	Tree City USA Designation	Become member; celebrate/educate citizens on the value of trees and the $$ value of their ecosystem services.	Resiliency/Sustainability	Program	Citywide	I	III		1-2 years	FY2020		$40-50,000		Staff is reviewing requirements and application to provide City Council a more detailed report. The City may be able to accelerate program and submit application with corresponding data in FY2020. The City has almost completed an inventory of street trees within the City of Cocoa within GIS. This will greatly assist with the overall managment of publicly maintained trees.
45	Clean Marina Certified	Seek Clean Marina designation through Florida DEP	Resiliency/Sustainability	Program	District 1	I	II		3-5 years	3-5 years		Unknown	No	Cocoa CRA Redevelopment Plan and Waterfront Master Update provided for the development of a Harbor Master Building at Lee Wenner Park and a Mooring Field Facility and Pump Out facilities. Under the application public docking is an applicable facility. The T-Dock currently under construction contract has provisions for sewer to allow for a future pump-out station. At such time the clean marina certification can be applied for. Cocoa Village Marina is privately owned and maintained.
46	Park Master Plan	We need parks and green spaces to beautify and attract residential boom from space/tech jobs expansion. Long term plan for park development - we need a qualitative, more than a quantitative change. Currently, we have limited ability to take care of our parks or even control them. If our public works department were enlarged to manage parks we would have additional staff for surge capacity when we need to focus on storm clean-up. Parks should also be connected by trails or pedenstrian friendly streets where possible.	Resiliency/Sustainability	Non Capital Project	Citywide	I	II		FY2020	FY2020		$ 60,000	Yes	Staff is proposing to fund an Open Space and Parks Master Plan in the FY2020 budget. Staff is working with Brevard County on an ILA regarding Parks Maintenance. Potential funding of implementation of Master Plan could include voter approved GO Debt Service (0.50 mil would generate roughly $550,000) for land acquisition and capital construction costs. Operation/Maintenance could be potentially funded through a Special Assessment - keep in mind Brevard County funds parks through District IV Taxing District.
47	Long term Lagoon Plan that identifies all our restoration and protection activities.	This is likely a job for the sustainability planner w/help of intern. Gathering all steps envisioned for restoring/maintaining health of Lagoon into Cocoa's plan for the Lagoon - which can be a document for public consumption and the basis for leveraging grants. Identify and aggressively seek $$ for support.	Resiliency/Sustainability	Non Capital Project	Citywide	I						Unknown	No	Combine existing plans completed by Brevard County (SOIRL), SJRWMD, and other governmental agencies along with Cocoa's versus developing a Cocoa specific plan. City is near completing a Resiliency Action Plan and to be followed by the Sustainability Action Plan, of which goals and objectives might be more appropriate to be include therein, versus developing a separate plan from that of Brevard County.
48	Planning/Sustainability professional	Hire a planning professional with background in sustainability plans and implementation.	Resiliency/Sustainability		N/A	II	III		2-3 years	2-3 years		Subject to market conditions and ability to recruit	No	The City recently recruited and hired 2 planners. During the recruitment process it was intended to hire a Planner with a background in Sustainability. Staff is evaluating securing training for most senior planner to fill this role.
49	Sustainability Intern	Provide $10k stipends for two interns to work with SAC to refine Sustainability/Resiliency plan.	Resiliency/Sustainability		N/A	II	II		FY2020	FY2020		$ 10,000	Yes	The City has been in contact with both FIT and UCF and been advised that students would likely be interested. City administration is working to temporarily hire an intern for the fall and spring semester and will recruit from FIT, UCF and EFSC. The cost ranges between $3,000 and $5,000 per semester for an intern.
50	IRD & Dixon park	Purchase property closest to water to protect public view and preserve Lagoon. Area is "Hazard Zone" in 2040 due to SLR. Eliminate invasive species trees. Install small pavilion with picnic table and bench on East side of street.	Resiliency/Sustainability	Capital Project	Citywide	II	IV					$ 1,500,000	No	Lots are currently on market and the asking price is considerably high and the City may be able to achieve a better ROI by investing in other parks, staff recommends deferral until Parks/Open Space Master Plan complete.
51	STARS membership	Seek certification in STARS (Sustainability Tools for Assessing and Rating Communities). This is a flexible program that will help guide our own implementation and allow us to celebrate progress based on standards.	Resiliency/Sustainability	Non Capital Project	N/A	IV	IV		2-3 years	2-3 years		Unknown	No	Staff is generaly aware of the program and understands this will likely be a proposed action item/objective of the Sustainability Plan.

Project Location	Priority Rating	Implentation (Years)	Strategic Issue	Project or Program
Citywide	I	FY2020	Public Safety	Capital Project
District 1	II	1-2 years	Image	Non Capital Project
District 2	III	2-3 years	Community Development/Redevelopment	Program
District 3	IV	3-5 years	Economic Development	
District 4		5+ years	Fiscal Sustainability	
N/A			Civic Engagement	
			Employees	
			Resiliency/Sustainability	
			Infrastructure	
			Image/Public Safety	
Budgeted			Infrastructure and Resiliency/Sustainability	
Yes			Image / Infrastructure	
No				

Legislation Details (With Text)

File #:	19-463	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	9/25/2019			**In control:**	City Council
On agenda:	10/9/2019			**Final action:**	
Title:	Approve the Minutes of the District 3 Town Hall Meeting held on August 20, 2019, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	District 3 Town Hall Minutes.pdf Cocoa Police Department District 3 Incidents & Cases Report Stats.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 25, 2019
Agenda Date: October 9, 2019
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the District 3 Town Hall Meeting held on August 20, 2019, as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the District 3 Town Hall Meeting held on August 20, 2019, as written or with amendments.

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MINUTES

CITY OF COCOA
DISTRICT 3 TOWN HALL MEETING

August 20, 2019

The District 3 Town Hall Meeting was held on Tuesday, August 20, 2019 at the Lost Lakes Clubhouse, 140 Lost Lakes Dr., Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

Councilman Boisvert called the meeting to order at 6:03 pm. He led the assembly in the Pledge of Allegiance.

Present:	Jake Williams, Jr.	Mayor
	Brenda Warner	Deputy Mayor
	Don Boisvert	Councilmember
	John Titkanich, Jr.	City Manager
	Matt Fuhrer	Assistant City Manager
	Monica Arsenault	Assistant City Clerk
Absent:	Alex Goins	Councilmember
	Lorraine Koss	Councilmember

Other staff members present:

Jack Walsh, Utilities Director; Nancy Bunt, Community Services Director; Rebecca Bowman, Finance Director; Samantha Senger, Assistant to the City Manager/PR Specialist; Abby Diaz, Assistant City Engineer; Gene Prince, Fire Chief; and Mike Cantaloupe, Police Chief.

II. Meeting Topics

1. City Manager Update

City Manager Titkanich shared the upcoming meeting dates in September pertaining to the budget. He mentioned information about the changes in stormwater and the way the bill is collected. He explained that the change will provide equity and will ensure that everyone pays their fair share.

He mentioned the rate study analysis and added that it will be discussed at the August 28th and September 11th Council meetings.

City Manager Titkanich noted that Adamson Creek received approval for their extension. There is also a Development Agreement that was approved for property across from Eastern Florida State College to develop two hundred and forty-nine (249) multifamily homes. The development will provide a parking lot and a trail to the Cocoa Conservation Area.

He also shared information regarding Virgin Trains Florida and pointed out that Cocoa is being considered as a potential location for a station.

City Manager Titkanich provided an update on the Walmart Distribution Center and shared that there are at least eighty (80) positions left that need to be filled. The average salary per year is forty-two thousand dollars ($42,000.00). This provides Cocoa residents an opportunity for employment.

He discussed the downtown Cocoa Village area and the damage caused by Irma. He provided an update on the restoration, the promenade and the t-docks. He mentioned that Brevard Zoo will also be coming in to install oyster beds along the shoreline. Oysters filter pollution and will do so for the Indian River Lagoon.

Lastly, City Manager Titkanich shared that there will be a Citizen's Academy coming soon, possibly in November.

2. Police/Fire Department Update

Michael Cantaloupe, Police Chief, shared the January 1, 2019- July 31, 2019 Crime Statistics[1] for District 3. He reminded everyone to lock their vehicles and to make sure no firearms are left behind. He discussed several programs Cocoa PD is involved in and explained their significance, including the Community Camera Program, Night-Hawk Program, Drop-A-Dime, and See-Something-Send-Something.

Chief Cantaloupe talked about traffic enforcement on SR 524 and encouraged anyone who is interested in the V-Cop program to speak with Rip Dyal. He briefly addressed the traffic issue exiting I-95 and merging onto SR 524. Furthermore, he added that DOT is making a change on August 25, 2019 for no trucks to be allowed in the left lane on I-95 in Volusia and Brevard County.

Chief Cantaloupe shared various contact information for the Police Department and mentioned some of their upcoming events such as the Space Coast Police K9 Competition which will take place at Cocoa High School on October 12, 2019.

Gene Prince, Fire Chief, shared the January 1, 2019-August 1, 2019 statistics for District 3. He shared that the new station on SR 524 is servicing the area instead of Brevard County.

[1] Exhibit A: Cocoa Police Department District 3 Incidents & Cases Report Stats

Additionally, he encouraged everyone to attend the Citizen's Academy as well as the 9/11 Stairclimb on September 7, 2019 at Cocoa High School. He pointed out that all proceeds will go to the National Fallen Fire Fighters Memorial.

Ms. Sheri Ervin, Cocoa citizen, commented on the flashing yellow traffic light by I-95 on SR 524. She explained that there is traffic traveling east and then there is traffic traveling west trying to get onto the on ramp to get on I-95 and the traffic light can be very confusing. In response, City Manager Titkanich acknowledged Ms. Ervin's concerns and suggested that citizens attend the upcoming DOT workshops and ask these types of questions and point out concerns they may have.

A citizen raised a concern about water backing up due to the two hundred and forty-nine (249) unit development on SR 524. In response, City Manager Titkanich explained that as part of the City's policy, the development must accommodate the previous impact in addition to the impact of their development. He added that they will also have a retention pond on-site.

Another citizen raised a flooding concern from Coventry of Cocoa to Cocoa Pines. In response, City Manager Titkanich shared that DOT is working on the issue.

A citizen thanked staff for the work they did at the intersection at Friday Road. She also raised a concern about a homeless camp that has developed on Lake Drive. In response, City Manager Titkanich shared that is an issue impacting the community, however the camp is located on property that is in the County. He noted that unfortunately the City can't fix the issue alone, and it is not as simple as just building a shelter. He added that there are first amendment rights, however if they are aggressively bothering people or panhandling the City has an ordinance that addresses these types of problems.

A citizen shared that there will be a Virgin Train meeting at the Merritt Island library on Thursday, August 22, 2019 at 11am.

A citizen raised a concern about his property. He explained that twenty-three (23) years ago he was told by Code Enforcement that he couldn't have coquina rock lining his driveway so he laid mulch instead. He shared that now he has code violations for it and doesn't know what to do. In response, City Manager Titkanich stated he would speak with him separately.

III. ADJOURNMENT:

*** The Town Hall Meeting adjourned at 7:14 pm.**

Jake Williams, Jr., Mayor

ATTEST:

_____

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

2018 District 3 Town Hall Meeting

Jan1,2019 to July 31,2019

1,848: citizens-initiated incidents

3,863: officer-initiated incidents and

315: Cases reports

56: arrests

Total CFS for District 3: 5,720

Total CFS for the City: 35,450 (includes Ofc initiated)

We continue to work toward a Community Policing/Problem Solving Policing philosophy for the agency.

Patrol:

- Lock your vehicles (vehicle settings)
- Cameras/Business (Reg. Program, Ring)
- Lights (motion)
- Traffic Enforcement SR.524 and throughout the neighborhoods
- Merging onto SR. 524 from south bound I95.
- Addition of a School Resource Officer (Cambridge Elem)
- Additional personnel added to VCOP Program. Assisting with directing traffic and Parking Enforcement.
- Addition of three SUV's to Patrol
- Internet exchange at Cocoa PD
- Space Coast Police K-9 Competition (Cocoa High School)

2018 District 3 Town Hall Meeting

- CCF1 Rocking Halloween Cocoa Village (Pat Travers, Savoy Brown and Fog Hat. Family event prior to.
- This is just a reminder of the truck lane restrictions on I-95 "No Trucks Left Lane in Brevard & Volusia Counties". The appropriate signage will go up on 8/25/2019 by FDOT.

The Community is our largest Resource

Ways to communicate

- See Something Send Something
- Facebook
- Twitter
- Next-door Neighbor
- Drop-a-Dime
- Constant Contact

*25 Registered Sex Offenders residing at 900 Friday rd.

Legislation Details (With Text)

File #:	19-461	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	9/25/2019			**In control:**	City Council
On agenda:	10/9/2019			**Final action:**	
Title:	Approve the Minutes of the Regular City Council meeting held on August 28, 2019, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	08-28-2019 Minutes.pdf EXHIBIT A- TPO Presentation.pdf EXHIBIT B-Stantec's Final Stormwater Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 25, 2019
Agenda Date: October 9, 2019
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular City Council meeting held on August 28, 2019, as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

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

RECOMMENDED MOTION:
Approve the Minutes of the Regular City Council meeting held on August 28, 2019, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

August 28, 2019

A Regular City Council Meeting was held on Wednesday, August 28, 2019, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. OPENING MATTERS:

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

Pastor Jarvis Wash provided the invocation, and Councilmember Goins led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Jake Williams, Jr.	Mayor
	Brenda Warner	Deputy Mayor
	Don Boisvert	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	John A. 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; Nancy Bunt, Community Services Director; Michael Cantaloupe, Chief of Police; Gene Prince, Fire Chief; Jonathan Lamm, Deputy Fire Chief; Ed Wegerif, Public Works Director; Lora Howell, Deputy Finance Director; LeShawn Hinton, Helpdesk Support Technician; and Samantha Senger, Assistant to the City Manager/ Public Relations Specialist.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of August 28, 2019 (19-409)
2. Minutes: NA

Mayor Williams advised that there were some amendments that needed to be made to the agenda: City Business IX.1 will be tabled and City Business Item IX.3 will be moved to Item IX.6. All other items would shift up.

* **MOTION by Deputy Mayor Warner; Seconded by Councilmember Boisvert, to approve the Agenda for the Regular meeting of August 28, 2019 with amendments.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

1. Presentation by the Space Coast Transportation Planning Organization. (19-410). (Georganna Gillette, Executive Director)

Ms. Georganna Gillette, the Executive Director of the Space Coast TPO thanked Council for allowing her to speak. She noted that the TPO was responsible for coordinating state and local transportation in the county. She provided a presentation on the Space Coast Transportation Planning Organization.[1]

She advised what the role of the Space Coast TPO is and pointed out basic facts in Brevard County, which is the need to maintain Intra-county connectivity, as there are only three continuous north-south roads, the east and west depend on seven causeways and good mobility is critical.

Ms. Gillette provided updates on the following projects:

- SR 528 (Beachline) Industry Road to Port Canaveral
- Clearlake Rd (SR 501) Widening Michigan Avenue to Industry Road
- SR 524 Widening S. Friday Road to Industry Road
- Fiske (SR 519) Resurfacing I-95 NB Ramps/Barnes Blvd. to SR 520
- SR 520 Willard/King St. from Aurora Rd. to Hubert Humphrey Cswy.

[1] EXHIBIT A: Presentation on the Space Coast Transportation Planning Organization

Discussion was held on Virgin Trains and the status of the project.

Lastly, she provided some take-aways and mentioned that most citizens do not realize how expensive transportation projects are and how long it takes to implement major improvements. There is a process to identify and agree upon and fund important projects and programs. Additionally, all of this involves the federal, state, and local government, as well as the decision-making process which starts with the TPO board of elected officials.

Council thanked Ms. Gillette. Further discussion was held on the rider-ship study and the clearing that is happening on SR 528.

IV. DELEGATIONS:

Allan Chapman, 600 Florida Avenue, #104, Cocoa, and representing HCVMS, noted that they would soon be moving to the Porcher House. The process of merging these two organizations has been long and challenging at times, and he thanked Ms. Senger for her help in this effort. He further recognized Ms. Robin Green, Emma Kirkpatrick, and Nancy Elliott for helping with this transition as well. On August 20th they received a letter from the Secretary of State stating that they were in compliance and had met all of the requirements for a main street program. Last night they merged and united into the Historic Cocoa Village Main Street. They look forward to a long relationship with the City and thanked everyone again for their support.

Aleck Greenwood, 614 Brevard Avenue, Cocoa, spoke in regards to the Cocoa CRA. Since the last meeting he learned that the Florida Statutes changed and he spoke about the Cocoa CRA when it originated. He stated that if a person owned property in the CRA their property taxes remained in the CRA district. He personally went to the County for this and it was approved. This was to help with blight. Requirements to be on the CRA board have been reduced and he would like a consensus that the property owners cannot be ignored and taxes remain in the CRA. He would like to meet with Senators Posey and Mayfield to get all of this going. He recommended appointing a property owner until all of this was resolved.

City Attorney Garganese noted that the Council coordinates its legislative agenda with the state lobbyist and if they want to look at that as an initiative it would have to go through him.

City Manager Titkanich spoke and stated with the recent House Bill regarding CRA's he did not think that they would have an appetite for this issue. We fought for three years trying to ensure accountability and transparency with our CRA's.

City Manager Titkanich does not feel at this time they would be willing to take this on as it was a true battle of home rule.

Mayor Williams thanked Mr. Greenwood and stated that he understands where he was coming from.

Further discussion was held on the CRA bill.

Donna Kettner, 111 Harrison Street, Cocoa, and owner of Green Apples, stated that a hurricane was coming and the problem of water coming into her business would continue. She would like to ensure that she is provided plenty of sandbags for the upcoming storm and that they could meet to resolve this issue, as it was not going away.

Councilmember Goins asked how many sandbags she would need. In response, she advised probably around 100, which would deter the water but it would be a temporary fix. She has to do something so that the water gets pushed outside and through Delannoy Avenue.

Mayor Williams had some discussions about this and there were some diversions that they would do with sandbags. Additionally, Assistant City Manager Fuhrer advised that there were some sandbags moved into the back ally way. Ms. Kettner stated that she continues to get water due to the piping. Pub Americana has the same issue.

Assistant City Manager Fuhrer stated that staff met on site and there was a recommended change that would divert the flow. Those changes have not been implemented but there was some time before the storm.

V. REPORTS:

Mr. Wegerif spoke about the paving in the Village and that it would be done by the second week of September. The Riverfront Park foundation has been out of service and staff has been working with them to get that fixed.

Councilmember Koss asked about stormwater preparedness. She asked if workers were out checking drains. In response, Mr. Wegerif advised that they were as he has also checked areas to make sure inlets are clean and there is no vegetation in grates. They are also checking on facilities.

He noted that the contractor has started back on the Joe Lee Smith Center and the scheduled completion is June, 2020.

Ms. Howell spoke about the customer that came to the last meeting concerned about the credit card fee. She reached out to him to let him know what the fee included. They explained ways that he could pay his bill for free.

Chief Cantaloupe stated that the storm is on its way and he mentioned that the police department would be running normal operations until they could no longer get out. Please do not hesitate to call if anyone needed anything.

Chief Prince stated everything as far as stormwater, who will be working, etc. was being addressed and they will let all know when they decide to open the EOC. They will meet tomorrow at 1 p.m. after the next report is given. They re-assess after every report.

Mr. Walsh provided a hurricane update and noted that all field operations have topped off their vehicles and they will continue to top them off daily. They have stock piled trucks, ordered additional testing kits, and have been lowering Bracco Pond. All tanks are operational as well.

Mayor Williams asked what determined when to shut off the valves to the barrier islands. In response, Mr. Walsh stated that conversation that takes place in the EOC with the Fire Chief and City Manager. There is not a clear procedure and explained why or why not valves may be closed off during a storm.

City Manager Titkanich added that there was a certain wind speed where the utility trucks can no longer go out, as they have a lot of equipment on them. In Hurricane Matthew they decided to cut the them and then Hurricane Irma diverted and came up the middle of Florida. They have to make the best decisions they can proceeding the storm and considering that they would not put employees in danger.

Deputy Mayor Warner asked if valves are cut would the Canaveral tank still have water. In response, Mr. Walsh stated yes as it was already full.

City Manager Titkanich mentioned that the storm in which the valves were cut residents were asked to evacuate, and there is a reason why they are asked to evacuate.

Councilmember Koss confirmed that a thorough evaluation was done of the main going up SR 520. Mr. Walsh answered in the affirmative and noted that an evaluation was also done of SR 528.

City Manager Titkanich assured Council that after this storm they would go back out and re-examine the pipes again.

City Manager Titkanich noted that the FLC Annual Conference was really good and they have also had a meeting with SCAT. SCAT is working with other cities and has expressed a willingness to work with them. They had a lengthy discussion about expanded service on Saturday and Sunday. They also discussed other partnership ideas.

He noted that they all received an email regarding the Marijuana Workshop on October 29, 2019 at 6 p.m.

He assured Council and the public that staff has been working hard to prepare for the upcoming storm. Each department has a plan as to how they will continue operations after an event. Right before the meeting tonight the Governor declared a state of emergency for twenty-six counties and project it to be a damaging hurricane that could damage the Space Coast. He reiterated it was a projection but we have seen the devastation that a storm can cause.

Staff would be meeting tomorrow to make decisions and the City Clerk has prepared a draft resolution declaring a state of emergency. They will let Council know of any updates as soon as possible.

Additionally, he announced that he does anticipate closing City Hall and other City offices at noon on Friday to allow employees to prepare for the storm.

If evacuations include your area, you should leave. It is not worth the cost of a life. He asked all to stay in touch with the website and social media.

Lastly, he received word that Waste Management would not be doing anymore pickups. They are asking residents to please not cut down any trees or to leave

greenery and debris by the road. This could result in flying objects. He stressed the pickups were stopping for debris only not trash.

City Manager Titkanich asked Chief Cantaloupe to have his units patrol and report any areas with debris so that it could be reported.

Assistant City Manager Fuhrer advised that he would be meeting onsite with Ms. Kettner and property owners tomorrow 9 a.m.

He further announced that the Waterfront Stakeholders site was now open and located under the Community Improvement Site of Cocoa's website. There is a stakeholder form that you can complete if interested. Staff would maintain the data base as forms are received related to the waterfront.

Councilmember Boisvert mentioned his District 3 Town Hall meeting and thought it was successful. He also attended the Crime Watch Meeting at Coventry with the Mayor. Lastly, he spoke of a ceremony he attended at St. John's Church of God in Christ where he and the Mayor received honors for their community service.

He asked Mr. Wegerif about SR 524 and if a sign could be placed at the exit stating not to block the intersection. Mr. Wegerif agreed to get with FDOT about that.

Lastly, he reminded everyone about the 9/11 Stair Climb at Cocoa High School on September 7, 2019.

Deputy Mayor Warner asked Mr. Wegerif if staff was out today turning on sprinklers in green areas. She thought it might have been done to reduce the water. In response, Mr. Wegerif stated they do not do that to get rid of water but they do for testing the system. She advised it was in Circle Park. He agreed to check into that.

She reminded everyone that a lot of information gets disseminated when preparing for a hurricane. She asked all to look at and to abide by the rules.

Councilmember Goins thanked everyone for coming out tonight especially with the impending storm. He asked about sandbag access.

Mr. Wegerif noted that we have sand but it was bring your own bags and shovel. There are several locations and they are listed on the website.

Councilmember Goins further announced that his wife just had a baby, so he was keeping up with his council duties along with a new baby. He was congratulated by all.

He mentioned that he spoke with Ms. Singleton about starting a program for minority and women owned businesses in Cocoa. No other city in Brevard County has this and he wanted Cocoa to be the first. He would like for her to be allowed to research this.

In response, City Manager Titkanich advised that there were funds in the small business program that would provide preference to minority owned/women owned businesses. There was also someone he spoke to at the FLC Annual Conference who might be able to help with this.

Councilmember Goins further requested that by the end of 2019, early 2020, he would like to implement a youth council. He believes it would be empowering and that Council has the obligation to empower young people. He believes it would be good for the community as well.

City Manager Titkanich advised that in November they would be kicking off the Citizen's Academy so they could look at that after the academy was done.

Lastly, Councilmember Goins asked everyone to be safe during the hurricane and if anyone needed help he was willing.

Councilmember Koss thanked everyone for all of the support for the Cocoa Tigers Chorus. They are close to their goal as they now have over $81,000.

Mayor Williams noted that he has been busy over the last few weeks. He spoke about the outreach meeting and the district meeting at Lost Lakes. He and City Manager Titkanich also met with Senator Wright. He also thanked St. John's Church for the community awards ceremony.

He thanked Public Works and those who dealt with the flooding issues at the daycare on Peachtree Street. He also thanked the County for resurfacing Lake Drive. Mr. Wegerif added that we are doing the city portion of Lake Drive.

Mayor Williams mentioned that the barricades were gone from the National Guard Armory which was a big improvement.

In closing, he thanked SCAT for the tour today and announced that Gator's Dockside at the Port gives law enforcement and fire 50% off if you are in uniform.

VI. CONSENT AGENDA:

1. Approve a one-year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2019 through September 30, 2020 with an estimated premium of $951,746 pending approval of the FY2020 budget. (19-394). (Administrative Services Director)

2. Approve a two-year policy for Workers' Compensation Specific Excess Insurance with Safety National Casualty Corporation for the period of October 1, 2019 through September 30, 2021, with an estimated annual premium of $150,387, pending approval of the FY2020 budget. (19-411). (Administrative Services Director)

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

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. PUBLIC HEARINGS:

None.

VIII. COUNCIL BUSINESS:

1. Consider the Appointment of one of the following applicants as a member of the Cocoa Community Redevelopment Agency, through April, 2020: Nancy Elliott, Janne Etz, James McCarthy, Denise Porter, or Candace Rogers. (19-408). (Administrative Services Director)

Ms. Gemmati spoke about the item and City Attorney Garganese provided the nomination process for the seat.

Councilmember Goins does not like the way these are handled and felt it was very difficult to only select one person when there were so many qualified candidates.

Deputy Mayor Warner agreed that it was difficult but fortunately for them there were not any bad candidates. She voiced her opinion on a couple of the candidates but felt that everyone who applied would bring something different to the table.

She noted that she prefers Ms. Etz for one reason which is that she was a consistent business owner in the Village for over thirty years and very involved in HCVA. She knows that her thirty plus years of historical knowledge was vital. However, Mr. McCarthy also sat up at the dias for many years as both a council member and an agency member.

* **Deputy Mayor Warner nominated Ms. Janne Etz.**

Nancy Elliott, Indian River Drive, Cocoa, spoke in regards to the vacancy, pointing out that this seat has been vacant since April. She urged them to fill the vacancy tonight as it was difficult to represent a broad base of people. She further asked for this seat to represent the businesses in the Village. They are downtown everyday and are the pulse of the Village. They are trying to make a living and everything that the CRA does impacts that. She felt that they would be well served by filling the seat with someone who serves daily in the Village.

Councilmember Koss felt that Nancy Elliott stands out as she has been very involved in different things, including being the creator of Art Beatz.

* **Councilmember Koss nominated Nancy Elliott.**

Councilmember Boisvert has known all of applicants and this is a heart wrenching decision, as they are all really well qualified. He passed on his nomination and would go with the majority.

Councilmember Goins nominated Mr. McCarthy for several reasons. He is smart and has a history in Cocoa, and is a property owner.

Mayor Williams closed the nominations and advised that those nominated were Nancy Elliott, Janne Etz, and Jim McCarthy.

Attorney Garganese advised that they would vote on the candidates and could do so alphabetically.

Mayor Williams advised that his decision was in the air, as he has known Ms. Etz for a long time as well of Mr. McCarthy and Ms. Elliott.

Vote for Janne Etz

* **MOTION by Deputy Mayor Warner; Seconded by Mayor Williams, to appoint Janne Etz to the Cocoa CRA.**

AYES: Williams, Warner
NAYS: Boisvert, Goins, Koss

THE MOTION FAILED (2-3)

Vote for James McCarthy

* **MOTION by Councilmember Goins; Seconded by Councilmember Boisvert, to appoint James McCarthy to the Cocoa CRA.**

AYES: Boisvert, Goins
NAYS: Williams, Warner, Koss

THE MOTION FAILED (2-3)

Vote for Nancy Elliott

* **MOTION by Councilmember Koss; Seconded by Councilmember Goins, to appoint Nancy Elliott to the Cocoa CRA.**

AYES: Goins, Koss
NAYS: Williams, Warner, Boisvert

THE MOTION FAILED (2-3)

City Attorney Garganese explained that they did this correctly but they could defer it to the next meeting if they wanted more time.

Deputy Mayor Warner suggested that they move this item to the end of the meeting and try again.

* **MOTION by Councilmember Goins; Seconded by Deputy Mayor Warner, to Warner to move this item to be heard at the end of the meeting.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve Resolution No 2019-074 endorsing the East Central Florida Regional Resilience Collaborative providing for the City of Cocoa's support and participation in the initiative. (19-417). (City Manager)

City Manager Titkanich explained this proposed resolution in detail and reminded Council that on February 27, 2019, they approved Resolution No. 2019-011 which adopted the East Central Florida Regional Resiliency Action Plan and committed the City's support and work towards the implementation of relevant actions and objectives over the next five years.

In addition, this resolution will provide for the City's endorsement of the established collaborative framework for action and to implement resilience measures, which City Manager Titkanich described in detail.

Councilmember Koss believes that this was a no brainer as the City needs a collaborative approach to resiliency.

* **MOTION by Councilmember Koss; Seconded by Councilmember Goins, to approve the item.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. CITY BUSINESS:

1. Approve a letter of support committing to a Municipal Services Capital Contribution Agreement between the City of Cocoa and Brevard Public Schools, subject to, and for the purposes of obtaining a grant from the Florida Department of Economic Opportunity (DEO) Florida Job Growth Grant Fund for the Brevard

Adult Education Career and Technical Education Center. (19-391). (Community Services Director)

This item was tabled to be heard at a later date[2].

2. Approve the Preliminary Assessment Resolution 2019-068 for Fire Protection, for Fiscal Year 2020. (19-395). (Finance Director)

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Goins, to approve the item.**

AYES: Williams, Warner, Boisvert, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

3. Approve a Budget Resolution amending the FY 2019 Budget to transfer funds for purchase of two each 20-ton Trane Condensing Units at City Hall as unbudgeted capital equipment. (19-406). (Public Works Director)

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

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)[3]

4. Adopt the Mead and Hunt Ten (10) year Stormwater Work Plan utilizing the City's Capital Improvement Program including improvement cost estimates as well as ranking and prioritization of water quality and flood mitigation projects. (19-413). (~~Finance Director)~~ (Public Works Director)[4]

Mr. Wegerif explained what this plan entailed, along with the current fees and funding of projects. He noted that the stormwater system had no debt, as projects were pay as you go. He pointed out that not all projects were in this plan because they are prioritized based on cost benefit, the number of people that benefit and community benefits.

[2] Councilmember Koss left the meeting at 7:41 p.m.
[3] Councilmember Koss returned to the meeting at 7:43 p.m.
[4] Councilmember Goins left the meeting at 7:43 p.m. and returned at 7:45 p.m.

Councilmember Koss felt that the City was making a shift with this plan as they have invested in fire and police and it was time to invest in stormwater. She was happy to see this and wondered where the adaptability was in the plan. They have a comprehensive system model and a master park plan which she sees as part of stormwater.

City Manager Titkanich stated on page 152 was the schedule and there was a need to look at these yearly. Each year during the budget process the city approves the CIP. There is the ability during that process to make those adjustments.

Mr. Wegerif agreed pointing out that this was just a plan and it was evaluated every year.

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Warner, to approve the item.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Accept Stantec Consulting Services Inc., Stormwater Assessment Study - Final Report. (19-412). (Finance Director)

Mr. Kyle Stevens with Stantec provided a presentation on the final stormwater assessment study[5]. He pointed out the core elements that would be discussed which were: revenue requirements, method of collection, revenue recovery basis, and the revenue recovery structure.

He explained that the existing enterprise fund for stormwater management generates $1.5 million to cover existing operation/maintenance and minor capital improvements. Also, additional revenue is needed to reduce flooding and comply with water quality regulations. He pointed out that Stantec created a financial model to review scenarios and to develop a sustainable financial plan for the stormwater utility.

Key assumptions were discussed and he explained that existing operations and maintenance must be maintained. Additionally, the capital improvements plan includes a ten year CIP developed jointly by Mead & Hunt and City staff.

[5] EXHIBIT B: Stantec's Final Stormwater Rate Study

Mr. Stevens showed and explained in detail a status quo financial projection and noted that they created a plan in which the revenues were realigned to meet the needs of the City.

The collection method was discussed and he explained that currently this is billed on the utility bill; however, many other cities bill on the Ad Valorem Tax statements. He discussed the pros and cons of both collection methods.

A comparison with peer communities was shown in regards to how they bill for stormwater. It was Stantec's recommendation to move to the Ad Valorem method of billing.

Mr. Stevens shared the City's current stormwater fee observations and pointed out that the opportunity exists to 1) provide for sufficient revenues for an environmentally and financially sustainable stormwater program, and 2) to improve the method of revenue recovery.

He further advised that their recommendation was a tier impervious basis for this fee and explained the impervious area measurement. He announced that customers can go on the City's website to look at this.

Mr. Stevens reviewed in detail the stormwater assessment design and explained how they structured the rates to charge for this. They look at revenue recovery, simplicity, administration, and equity.

Lastly, Mr. Stevens discussed the single family residential customer FY 2020 impacts. He further spoke about condo customers and stressed that there would be a wide variety of billing on these customers.

The implementation schedule was discussed and he pointed out that this has been in the works since January. Notices have been mailed for the first public hearing and the second public hearing would be on September 11, 2019.

Mayor Williams advised that this was just accepting the consultants final report.

Councilmember Koss added that what she liked about this was that it was economically wise and we are incentivizing the correct behavior.

* **MOTION by Deputy Mayor Warner; Seconded by Councilmember Koss, to approve the item.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. Approve an Initial Assessment Resolution 2019-069, for Stormwater, Fiscal Year 2020. (19-396). (Finance Director)

Ms. Howell explained what this item was approving and the next steps.

- Astriz Morris, 510 Donley Street, Cocoa, clarified that this item was regarding stormwater and not sewage. Council responded in the affirmative and Mr. Morris noted that his questions were answered.
- Chris Iorio, 109 Riverside Drive, Cocoa, had two problems with this fee. She spoke about the purpose of the fee and noted that she was rated a Tier 3 while others around her are Tier 2. She voiced concerns regarding if a new builder was to come in what impervious coverage would mean. She asked why assessment parameters were set up to penalize owners. She stated that these yearly increases cannot be covered by a one or two percent social security increase. She asked if there were any other provisions in the assessment to protect their homes.
- Bridget Hagood and Frank Jones, 1613 N. Indian River Drive, thought the new way of doing the stormwater assessment had its pros and cons. They just found out that the condos were not carrying their fair share and when they built their house they worked with the City to ensure that the pavers were impervious and they were assured that they were; however, now they were being called impervious. They felt that they were being penalized for building properly.
- Sam Weaver, 2223 Mercer Drive, Cocoa, has lived in Cocoa since 1966 and felt that everyone has the same perspective on this issue. He has a pool with a room across the back of his house with gutters and when it rains the water goes into the yard and pool. All of the other water falls into the garden. The only water at his house is what is on his driveway and all other water is on pervious land. He felt that he was being punished due to having a pool and felt that he was in the wrong tier. This puts a burden on senior citizens. He did not feel that the appeals would work.
- Nancy Dean, 235 Coral Drive, Cape Canaveral, owns several properties in Cocoa. Her tenants have been paying this bill on their own and she cannot make changes to contracts. All of these expenses would fall on her. She noted that she has been in business for thirty-one years. She is aware that the City has to make increases and she was not opposed to

increases but felt that 9% was off the chart. She just received letters this past Saturday and was not fully prepared for this meeting. She knows that she was not the only one with tenants who would be affected and felt more time needed to be given.

Mayor Williams advised that this was not something that they just decided to do but he understood where she was coming from.

- Gene Austin, 1323 North Fiske Blvd., Cocoa, does not feel that citizens have had enough time to deal with this. He felt that this was wrong and there was a lot in the letter that drove him nuts and he asked where the numbers came from.

  Mayor Williams assured citizens that Council hears what they were saying. City Manager Titkanich added that that this was the first reading and the second and final reading would be September 11, 2019. All comments would be looked at and taken into consideration. This has been in the works since January.

  Mr. Austin felt that the citizens should see this report. In response, City Manager Titkanich pointed out that there was a special website included in the notice with all of these documents. He further advised that the Ad Valorem method was the more prevalent method of billing in Brevard County.

  Mayor Williams reiterated that this was a tough process and this was the first reading. There is a flooding issue throughout the City and this needs to be taken care of now rather than later.

- Tammy Carter, 1809 Indian River Drive, Cocoa, stated that she was an engineer and felt that there were many mistakes in the presentation. She provided examples of some of her concerns with the tiers and was concerned that the City was moving forward with this.[6]

Councilmember Goins asked the City Attorney about commercial properties with lease agreements of one or multiple years. He stated that the lessee was not paying the fee so it goes onto the owner.

[6] Deputy Mayor Warner left the meeting at 8:53 p.m.

In response, Attorney Garganese stated that he could not answer that as the information would be covered in the contract. Council does have the option to change the collection rate.

Furthermore, Attorney Garganese advised that under the stormwater home rule ordinance and in order to enact the ordinance, the Council must adopt the initial stormwater resolution. The final public hearing would be held and more public comment could be heard. Typically, a notice is not even made for the initial assessment resolution but there was one more hearing coming up.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to Approve an Initial Assessment Resolution 2019-069, for Stormwater, Fiscal Year 2020.**

Councilmember Goins asked if there was any way to separate commercial from residential.

Mike Burton from Stantec advised that they are separated and explained how they were included in the measuring structure. He stated that this was not a percentage basis but the actual amount of impervious surface. He felt there was some confusion about that issue and explained how the run off and impervious areas were calculated.

AYES: Williams, Warner, Boisvert, Koss
NAYS: Goins

THE MOTION CARRIED (4-1)

Mayor Williams reiterated that this was the first reading and it would be re-evaluated.

Councilman Goins explained that his property was flooded now and he understood where people were coming from.

MULTI-YEAR CONTRACTS:

7. Approve a Resolution Amending the FY19 Budget to Reallocate Funds from the "Surface Water Plant Clearwell Addition and Reject Pond Improvements", Project No. WS1402 in the amount of $49,396.62, and from the "Dyal TTHM Prevention and/or Reduction", Project No. WS18DT in the amount of $45,393.01 into the Groundwater Cal-Flo pH Adjustment Project, Project No. WS19CF; To Approve a

Resolution Waiving the Competitive Bidding Process to Purchase a 48-inch PCCP Tap Services from Thompson Pipe Group; To Approve the Cal Flo Project as a Multi-Year Project; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an amount Not To Exceed $8,617.24 (10% of the contract amount); To Authorize the City Manager to Execute the Contract. (19-393). (Utilities Director)

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to approve the item.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. 1 CRA Item was revisited:

Attorney Garganese advised that Council needed to make a motion to remove the item from the table.

* **MOTION by Deputy Mayor Warner; Seconded by Councilmember Goins, to remove this item from the table so that they could discuss the item.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to nominate Nancy Elliott.**

AYES: Boisvert, Koss
NAYS: Williams, Warner, Goins

THE MOTION FAILED (2-3)

It was pointed out that they do not need new nominations.

Pam Shaia, 308 Brevard Avenue, Cocoa, and owner of Tails of the Barkery stated that several people have waited tonight to see what this decision would be. She pleaded for them to make a decision tonight.

* **MOTION by Deputy Mayor Warner; Seconded by Councilmember Boisvert, to appoint Janne Etz to the Cocoa CRA.**

AYES: Williams, Warner, Boisvert, Goins
NAYS: Koss

THE MOTION CARRIED (4-1)

In closing, Mayor Williams confirmed that the Cocoa High School Chorus had met their goal and the day they leave they would be leaving the high school at 4 a.m. He asked for a consensus from Council to have a police officer escort them to the airport and for anyone who can to meet at the high school that morning for a send off.

IT WAS A CONSENSUS AMONG COUNCIL TO PROVIDE A POLICE ESCORT TO THE AIRPORT FOR THE COCOA HIGH SCHOOL CHORUS. PLANS WOULD BE FINALIZED WHEN A DATE WAS PROVIDED.

X. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2018 to 07/31/2019. (19-377). (Finance Director)

2. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (19-404). (Finance Director)

3. FY 2019 Budget Adjustment Report. (19-405). (Finance Director)

XI. ADJOURNMENT.

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Warner, to adjourn the Regular City Council meeting of August 28, 2019.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 9:13 p.m.

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

Cocoa City Council

August 28, 2019

Space Coast Transportation Planning Organization

Your Voice, Your Brevard

Transportation Planning for the Future

EXHIBIT A: Space Coast TPO Presentation

Role of Space Coast TPO

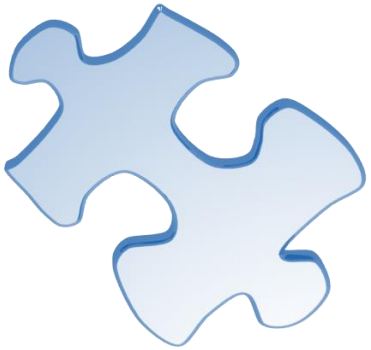
- Influence of each transcends jurisdictional boundaries.
- Action by one mode affects others.
  - Example -- Growth of Port leads to need for SR 528 improvements
- Who's looking at the big picture? Coordinating, communicating, planning among the modes?
- That's what a TPO is created to do.

Basic Facts of Life in Brevard

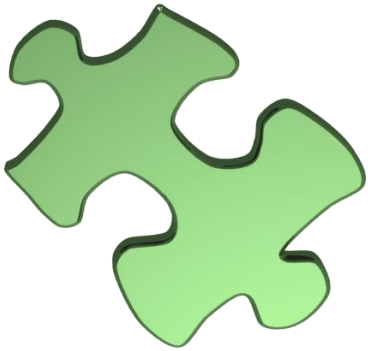
* Need to maintain Intra-county connectivity
* Only 3 continuous north-south roads
* East-west depend on 7 causeways
* Good mobility is critical



Regional Coordination



- Central Florida MPO Alliance – 6 MPOs, 4.6 million people



- Common issues
- “Market” larger than a single entity

SR 528 (Beachline)
Industry Road to Port Canaveral

Design Underway

Right of Way FY 2024

Construction - Unfunded

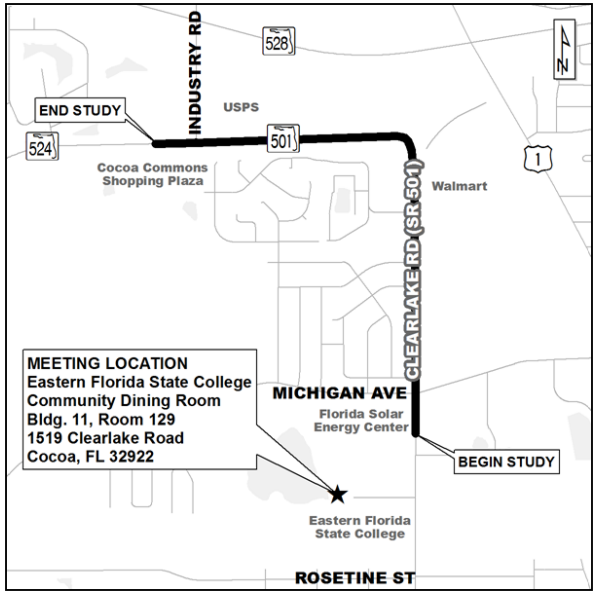


Clearlake Rd (SR 501) Widening
Michigan Avenue to Industry Road

PD&E & Design Complete

ROW & CST Unfunded





SR 524 Widening
S. Friday Road to Industry Road



RECTOR RD
COX RD
RAYBURN RD
FRIDAY RD N
FRIDAY RD S
RANGE RD
524
95
PROJECT START
Clifton Acres
Dalehurst Ranches
Dalehurst Pine
Hidden Pine Ranchettes
Mentzell
Britt Estates
Cocoa Villas
Cocoa Pines
Robertson Estates
Shade Tree Estates
Grecian Estates
Cocoa Conservation Area
EFSC Fred Gay Golf Academy
Cocoa Commons
Forest Ridge
Lost Lakes
Emerald Lake
Rangewood Villas
Fenner Woods
SR 524 Study Corridor

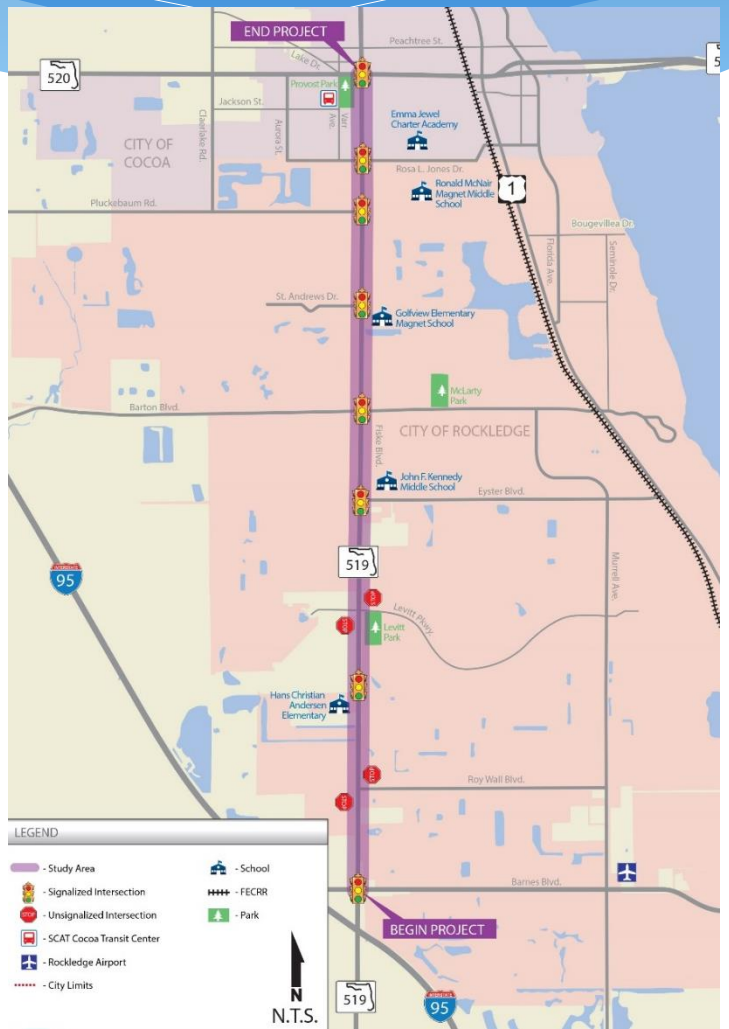
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Fiske (SR 519) Resurfacing
I-95 NB Ramps / Barnes Blvd. to SR 520

City of Cocoa from Rosa L. Jones Drive to SR 520

Design Underway

Construction – FY 2021 $8.4 million



SR 520 Willard/King St.
From Aurora Rd to Hubert Humphrey Cswy




SPECIALIZED

Transportation Planning Take-Aways



1. Most citizens do not realize:

* How expensive transportation projects are
* How long it takes to implement major improvements
* There is a process to identify, agree upon and fund important projects and programs.

2. Providing transportation in the US involves:

* Federal, state, and local government

3. Decision-making process begins with TPO board of elected officials

Stay Connected!

Share your voice about your Brevard. Get involved in transportation planning! Join the conversation at public meetings, on the web, and on our social media outlets, below:

Website & Newsletter Sign-Up: www.spacecoasttpo.com

Facebook: @SCTPO

Twitter: @SpaceCoastTPO

YouTube: Space Coast TPO

Stantec

City of Cocoa, FL
Stormwater Rate Study

August 28, 2019

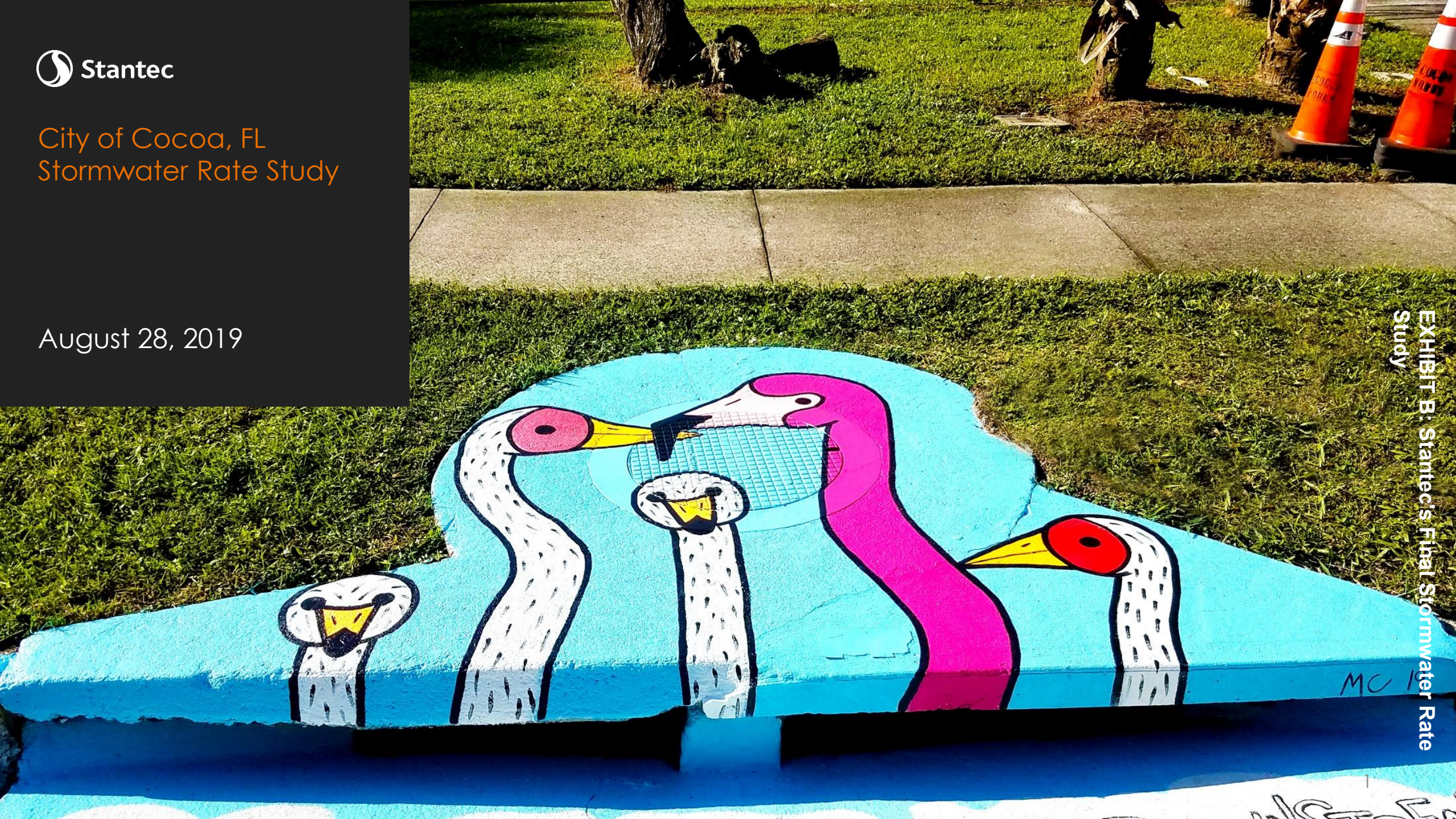


EXHIBIT B: Stantec's Final Stormwater Rate Study

Core Elements of the Study



Revenue Requirements

- Operating Costs
- Capital Costs
- Financial Policies
- Level of Service

Method of Collection

- Utility Bill Method
- Tax Assessment

Revenue Recovery Basis

- Units of Measure
  - Gross Area
  - Pervious Area
  - Impervious Area

Revenue Recovery Structure

- Evaluate Objectives
- Identify Structures
- Review Credits
- Customer Impacts

Revenue Sufficiency Analysis

Background

- The existing enterprise fund for stormwater management generates $1.5M to cover existing operation/maintenance and minor capital improvements
- Additional revenue is needed to reduce flooding and comply with water quality regulations
- Stantec created a financial model to review scenarios and develop a sustainable financial plan for the stormwater utility

Key Assumptions

- Existing operations and maintenance must be maintained
- The capital improvements plan (CIP) includes a 10 year CIP developed jointly by Mead & Hunt, the utility's consulting engineers, and City staff
- Notable projects include:
  - River Front Park Lagoon
  - Diamond Square Pond
  - 72" Outfall

Status Quo Financial Projection

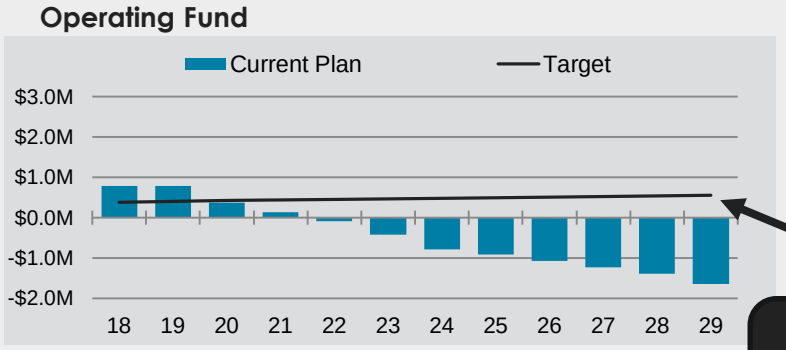
Current Plan ($0.25 annually)

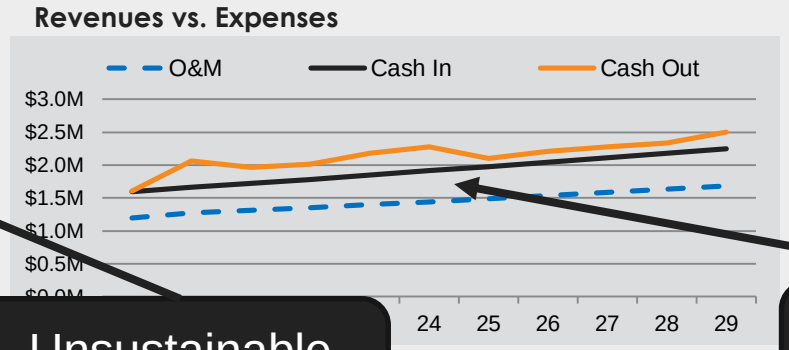
FAMS-XL | **CITY OF COCOA**

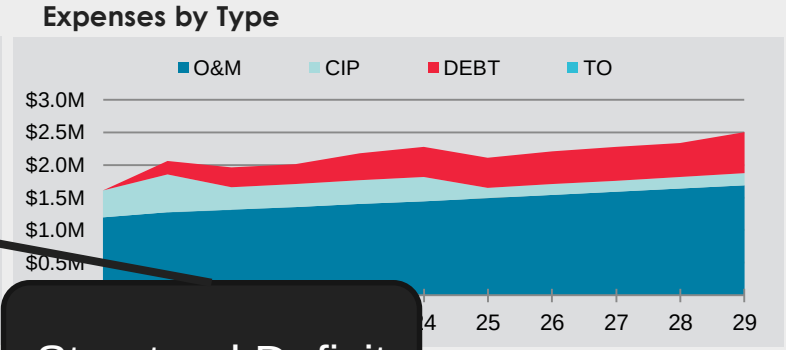
Stantec

CALC | SAVE | CTRL | LAST | OVR

	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2025	FY 2029
Revenue Adjusment Plan	0.00%	3.57%	3.45%	3.33%	3.23%	3.13%	3.03%	2.94%	2.86%	2.78%	2.70%	17.86%	35.71%
Senior-Lien DSC	0.00	1.83	1.34	1.41	1.07	1.04	1.08	1.01	1.01	1.04	0.88	Scenario Manager	

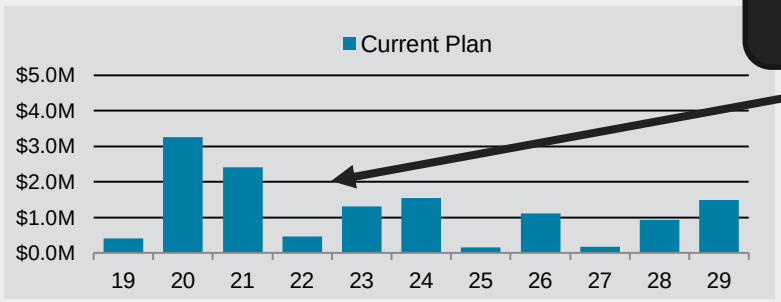


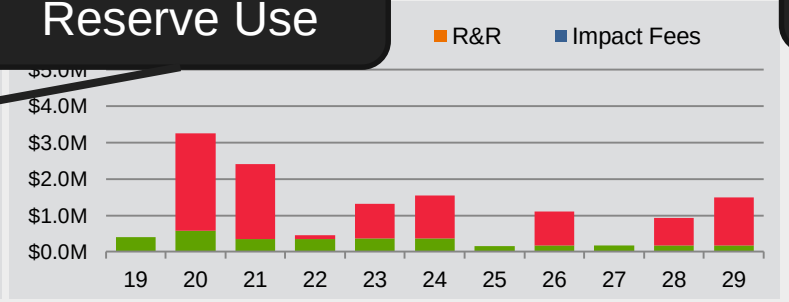


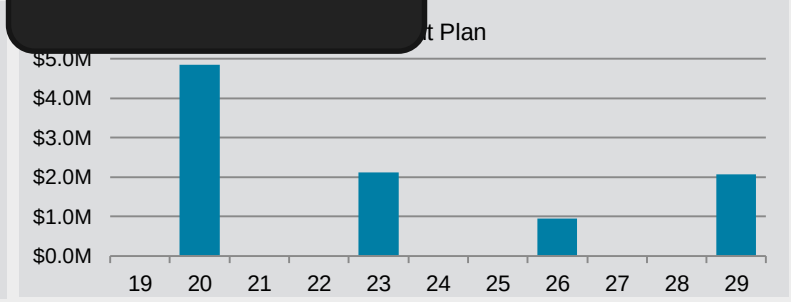


Unsustainable Reserve Use

Structural Deficit







Sustainable Financial Projection

Three 9% Revenue Increases, then 3% Annually Thereafter

FAMS-XL | CITY OF COCOA

Stantec

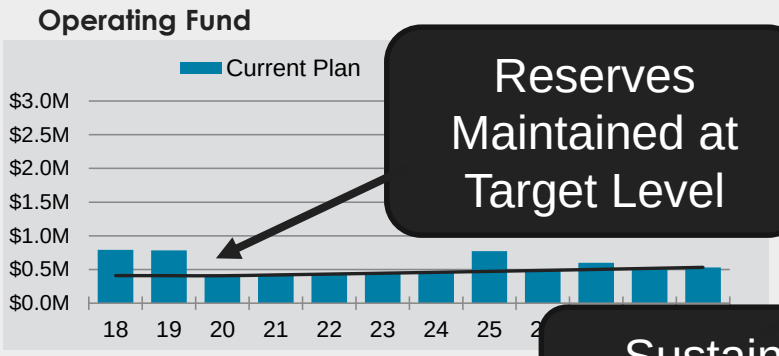
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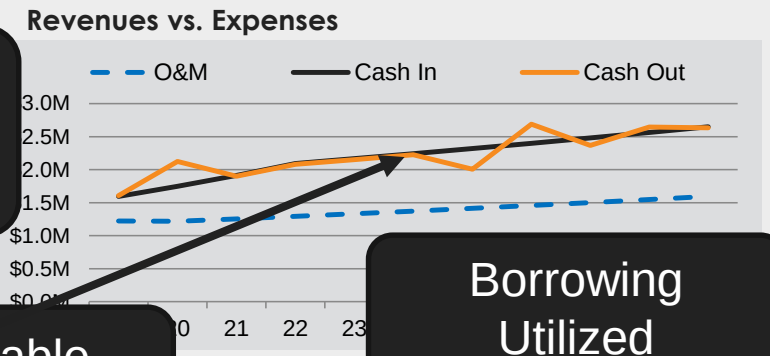
	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2025	FY 2029
Revenue Adjusment Plan	0.00%	9.00%	9.00%	9.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	37.39%	59.27%
Senior-Lien DSC	0.00	2.56	2.20	2.68	2.23	2.19	2.28	2.13	2.15	2.23	1.99	Scenario Manager	

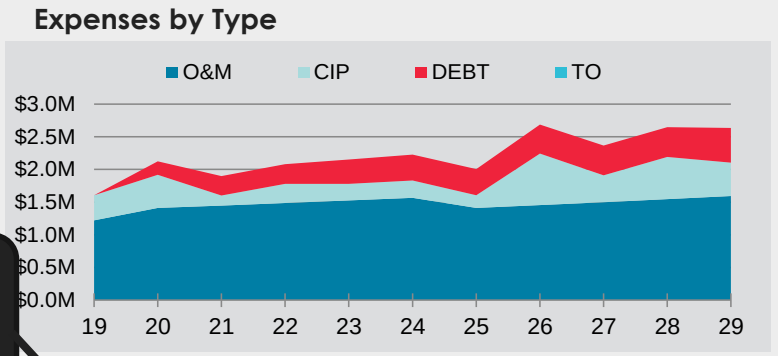
Reserves Maintained at Target Level

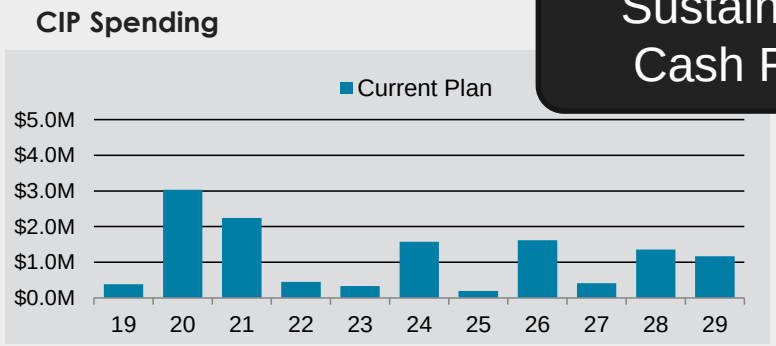
Sustainable Cash Flow

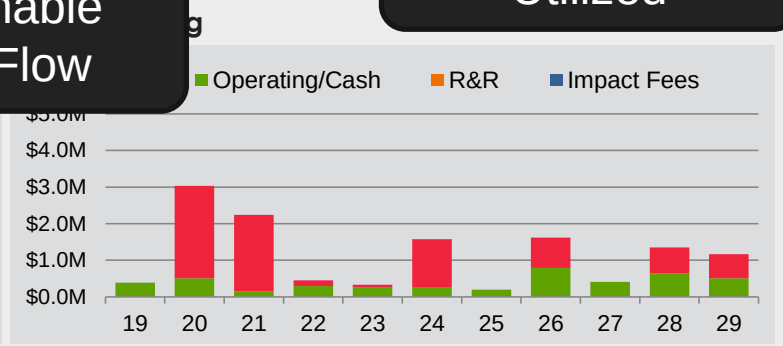
Borrowing Utilized

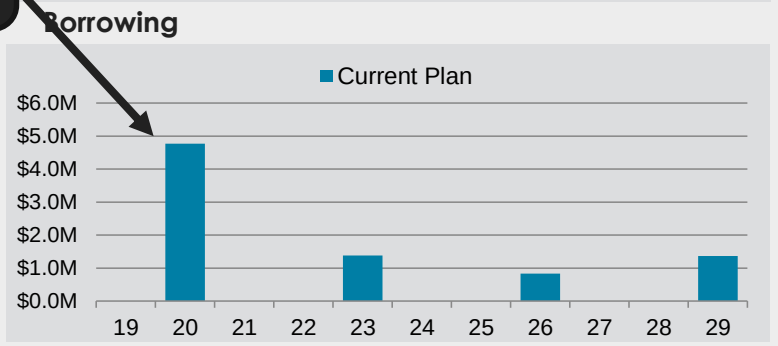






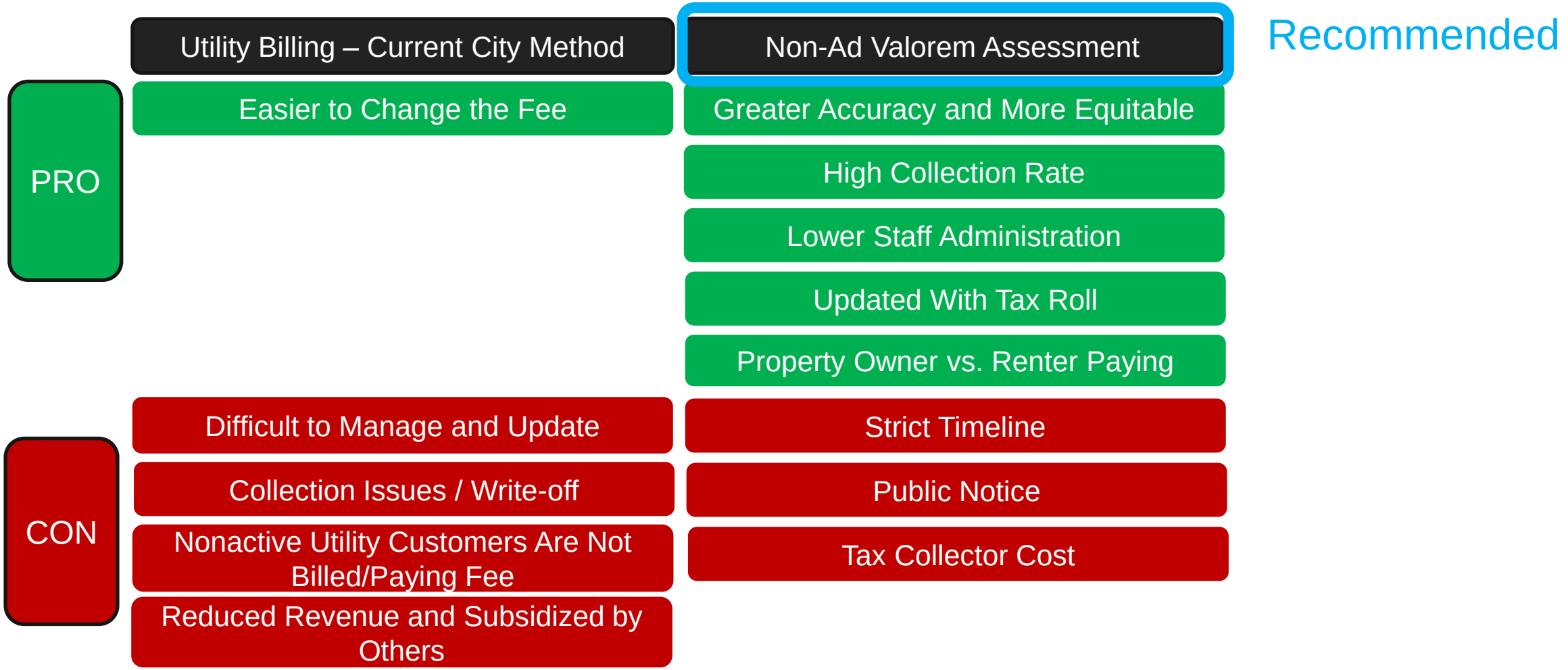






Collection Method

Stormwater Revenue Collection Method



Peer Communities Methodology Comparison

Utility	Assessment	Utility Bill
Brevard County (District 1)	X	
Cape Canaveral		X
Cocoa (FY 2019)		X
Cocoa (FY 2020)	X	
Cocoa Beach		X
Daytona Beach		X
Edgewater		X
Flagler Beach		X
Holly Hill	X	
Indialantic	X	
Indian Harbour Beach	X	
Malabar	X	
Melbourne	X	
New Smyrna Beach	X	
Ormond Beach		X
Oviedo		X
Palm Bay	X	
Palm Coast		X
Port Orange	X	
Rockledge		X
Sanford		X
Satellite Beach	X	
South Daytona		X
Titusville	X	
West Melbourne	X	
Count	**13**	**12**

Industry Trend

Utility Bill → Assessment

City's Current Stormwater Fee Observations

- Established in early nineties and has not been materially changed

- Pervious and impervious billed units
  - A less common approach in the industry
  - Requires additional administration
  - Potentially penalizes natural lands

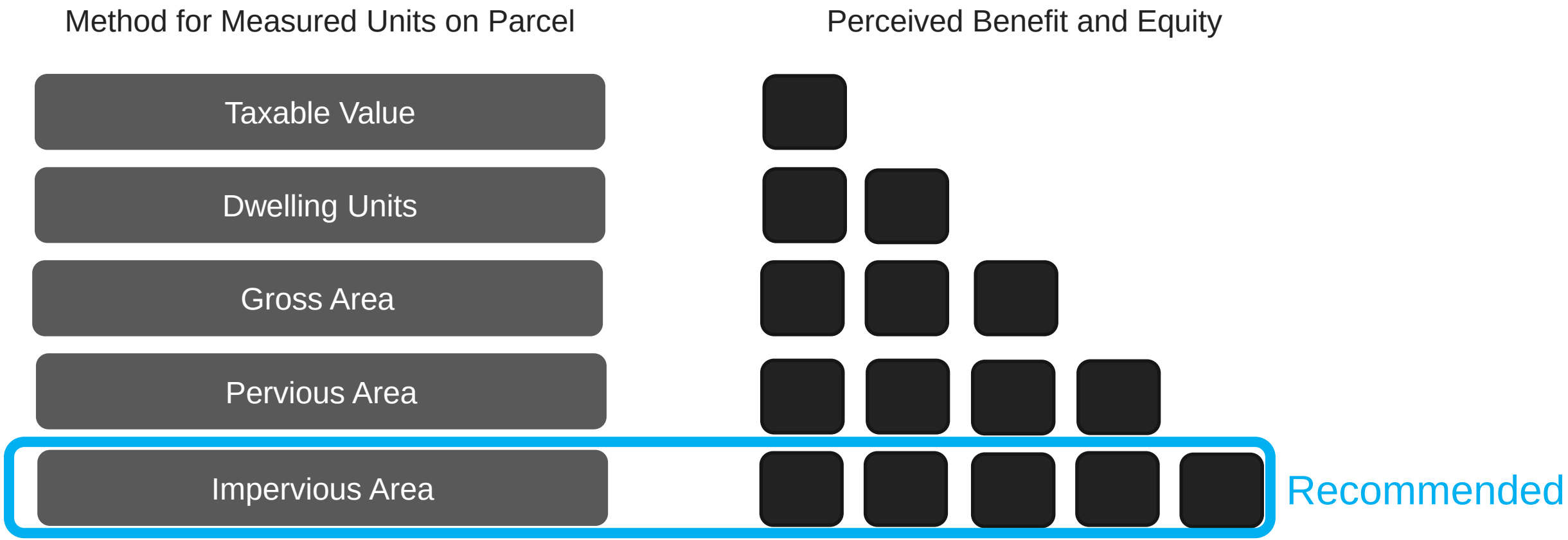
- Dwelling unit basis for residential
  - Simple to administer
  - Can be very inequitable when applied to vertical vs. horizontal development



THE TAKEAWAY

The opportunity exists to 1) provide for sufficient revenues for an environmentally and financially sustainable stormwater program, and 2) improve the method of revenue recovery

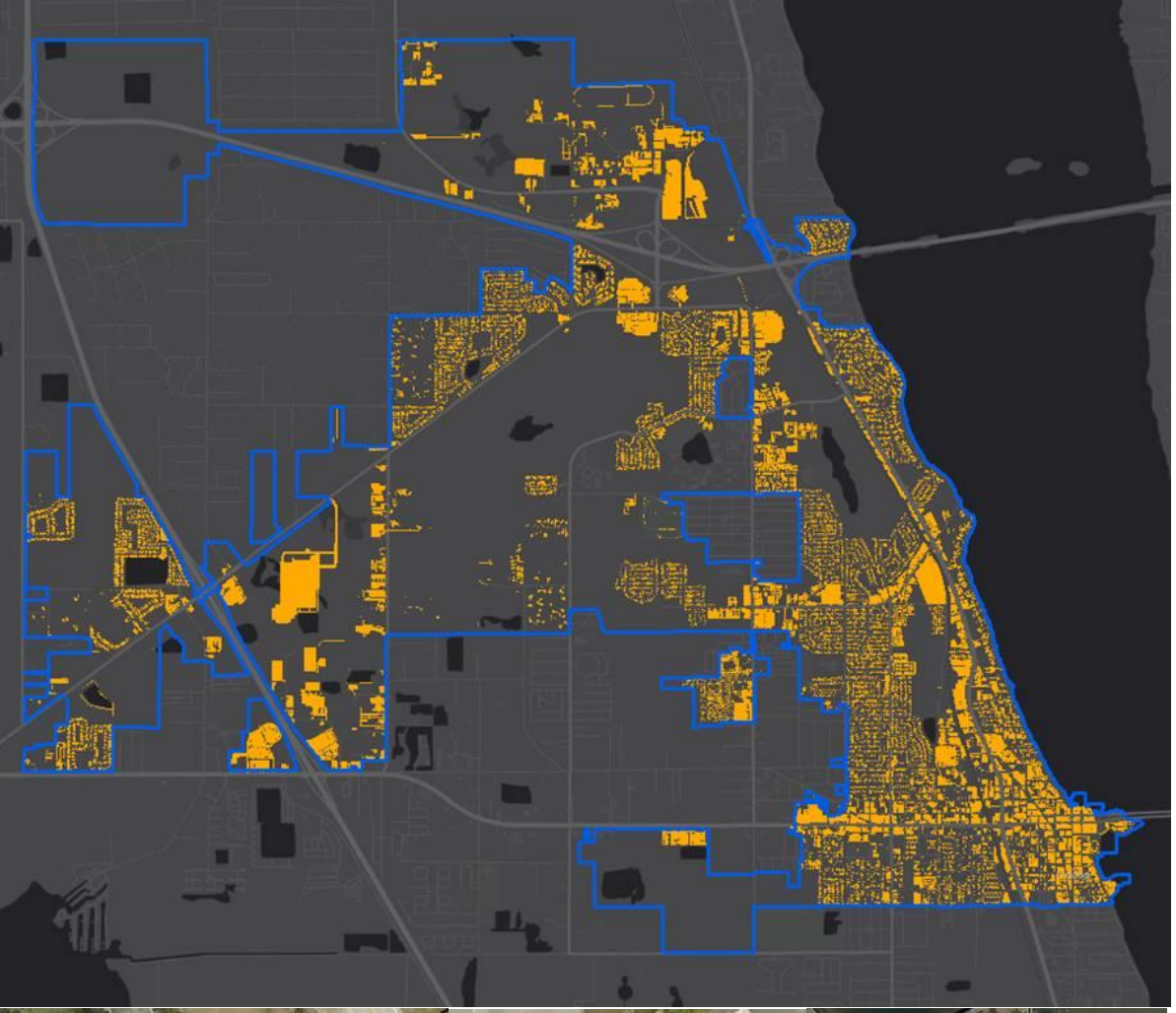
Building a Better Structure (Selecting a Basis)



Impervious Area Measurement

Impervious Area Measurement

- Impervious area is defined in the current stormwater ordinance as hard-surfaced areas which either prevent or retard the entry of water into the soil mantle
- Impervious surfaces were digitized (measured) using Brevard County 2018 aerials
- Each parcel has a unique impervious footprint
- A geodatabase was provided to the City and can be updated









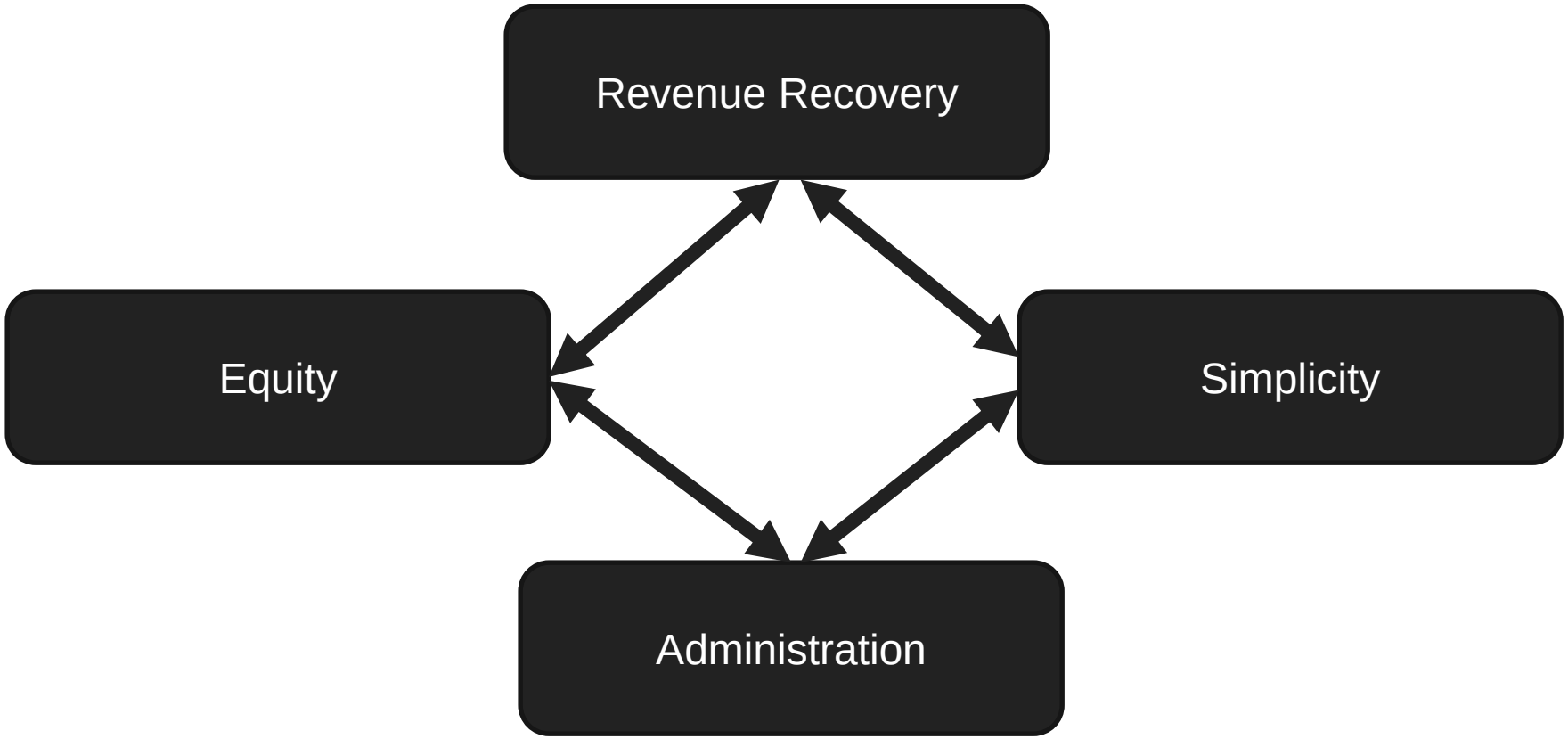
Impervious Area in Cocoa

Total Impervious Area = 54.8M sq. ft.

Structural Description	Count	Impervious SQFT	Cumulative %
SINGLE FAMILY RESIDENCE	4,565	15,949,500	30.42%
WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL,	90	3,107,400	30.42%
SHOPPING COMPLEX - COMMUNITY/NEIGHBORHOOD	4	2,018,600	36.35%
CONDOMINIUM UNIT	1,216	1,687,562	40.20%
LIGHT MANUFACTURING (SMALL EQUIPMENT MFG PLANT, SM	35	1,562,800	43.42%
MIXED USE - COMMERCIAL PROPERTY	44	1,522,300	46.40%
DEALERSHIP SALES / SERVICE CENTER	6	1,416,200	49.30%
COLD STRG & WAREHS DISTRIB CTR	1	1,313,500	52.00%
WAREHOUSE DISCOUNT STORE	2	1,298,200	54.51%
VACANT COMMERCIAL LAND	50	1,181,200	56.98%
CONDOMINIUM - MANUFACTURED HOME PARK	348	1,176,400	59.24%
CHURCH	40	1,134,200	61.48%
RETAIL STORE - 1 UNIT	74	1,070,700	63.64%
RETAIL STORE - MULTIPLE UNITS	48	1,008,700	65.69%
CONVENIENCE STORE WITH GAS PUMP	21	968,100	67.61%
UTILITY (ELECTRIC COMPANY) - IMPROVED	5	957,300	69.46%
CONCRETE / ASPHALT PLANT	2	909,500	71.28%
LOW RISE APARTMENTS - 2 OR 3 STORIES - 50 UNITS A	7	848,100	73.02%
HOUSING AUTHORITY - IMPROVED	42	671,700	74.63%
USED AUTOMOBILE SALES	20	628,700	75.92%
CENTRALLY ASSESSED	1	602,700	77.12%
MINI-WAREHOUSING	5	583,000	78.26%
MANUF. HOUSING PARK - 201 & MORE SPACES RENTALS	1	548,500	79.38%
GARAGE / AUTO-BODY / AUTO PAINT SHOP	34	510,800	80.42%
OPEN STOR, NEW & USED BLDG SUPP, JUNK YARDS, AUT	16	486,600	81.40%

Stormwater Assessment Design

Goals of a Stormwater Assessment Structure

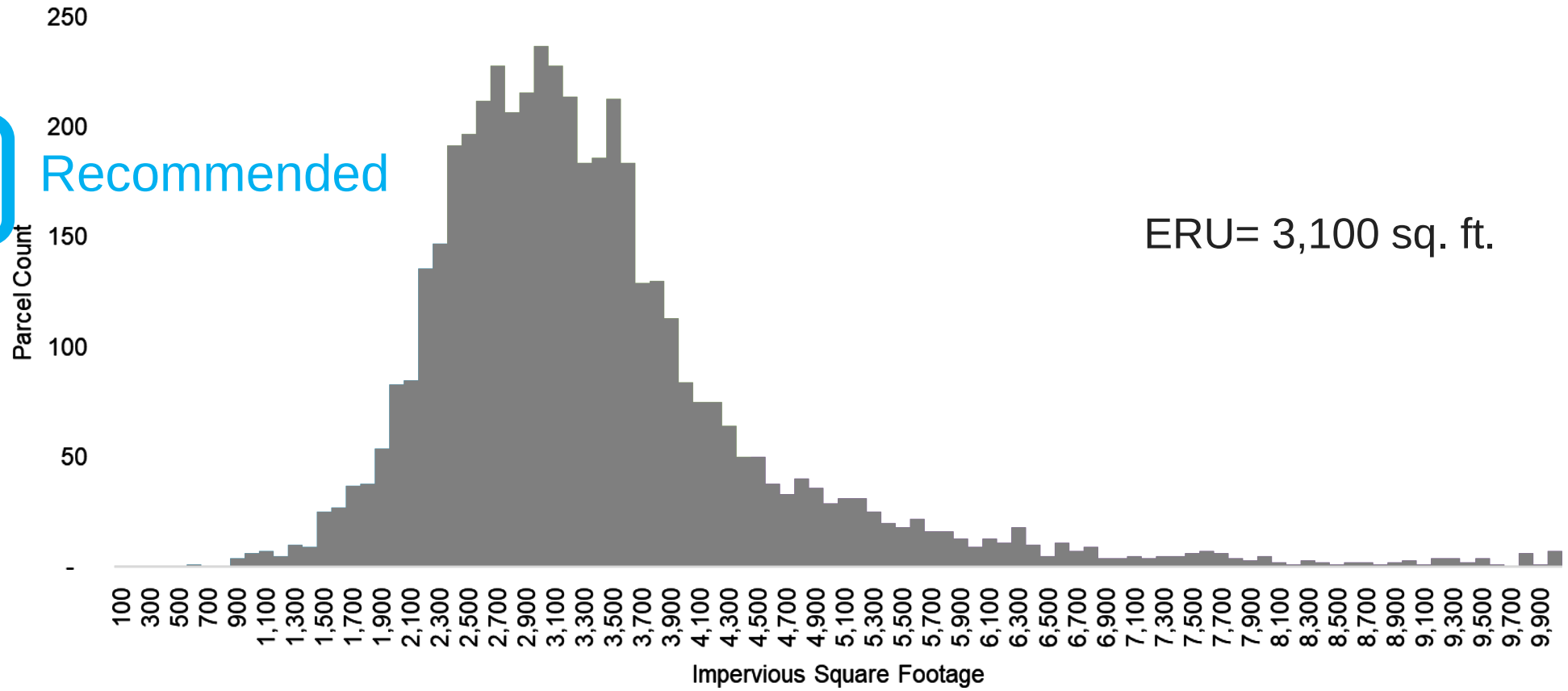


Building a Better Structure for Single Family Residential

Options

- Flat Fee
- Tiers
- Measured Area

Recommended



ERU= 3,100 sq. ft.

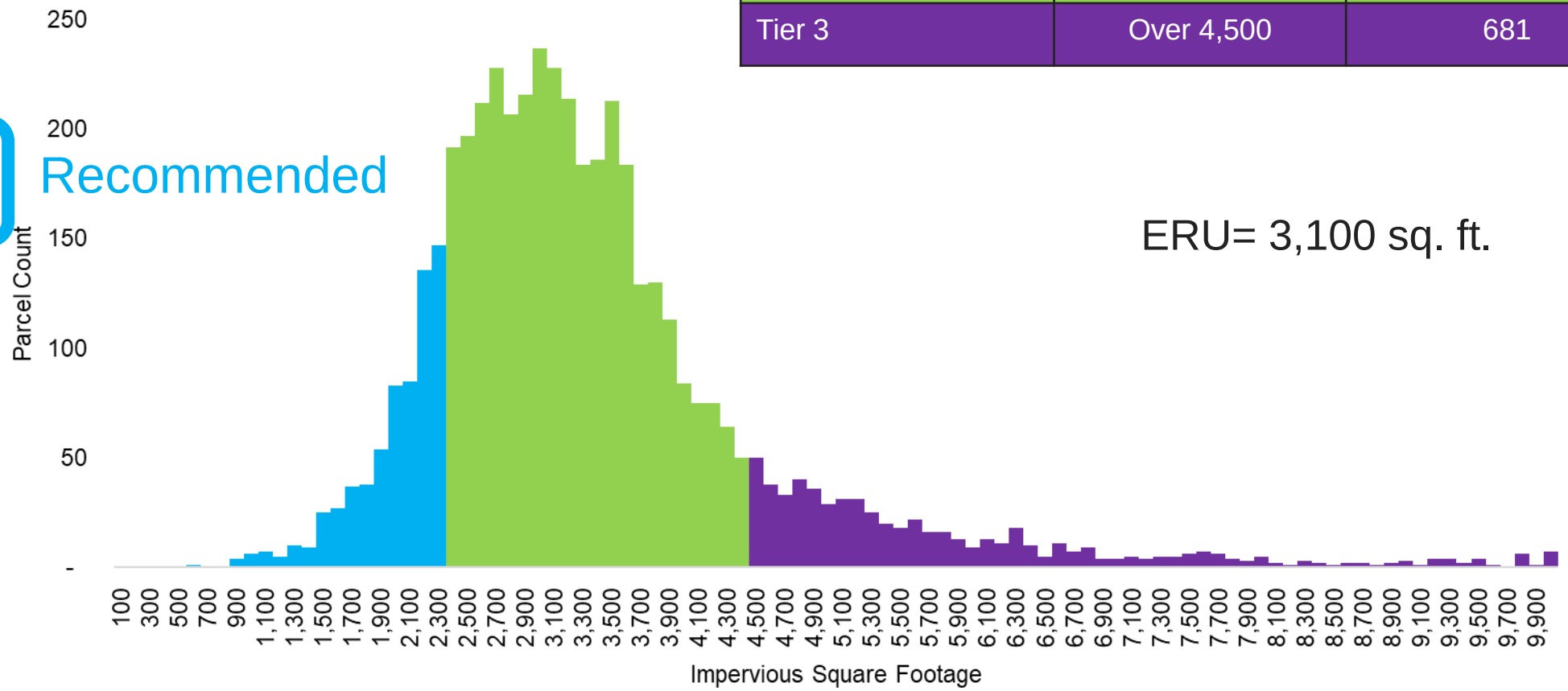
Building a Better Structure for Single Family Residential

Options

- Flat Fee
- Tiers
- Measured Area

Recommended

	Tier Size (sq ft)	Parcels
Tier 1	400 - 2,300	674
Tier 2	2,400 - 4,400	3,418
Tier 3	Over 4,500	681



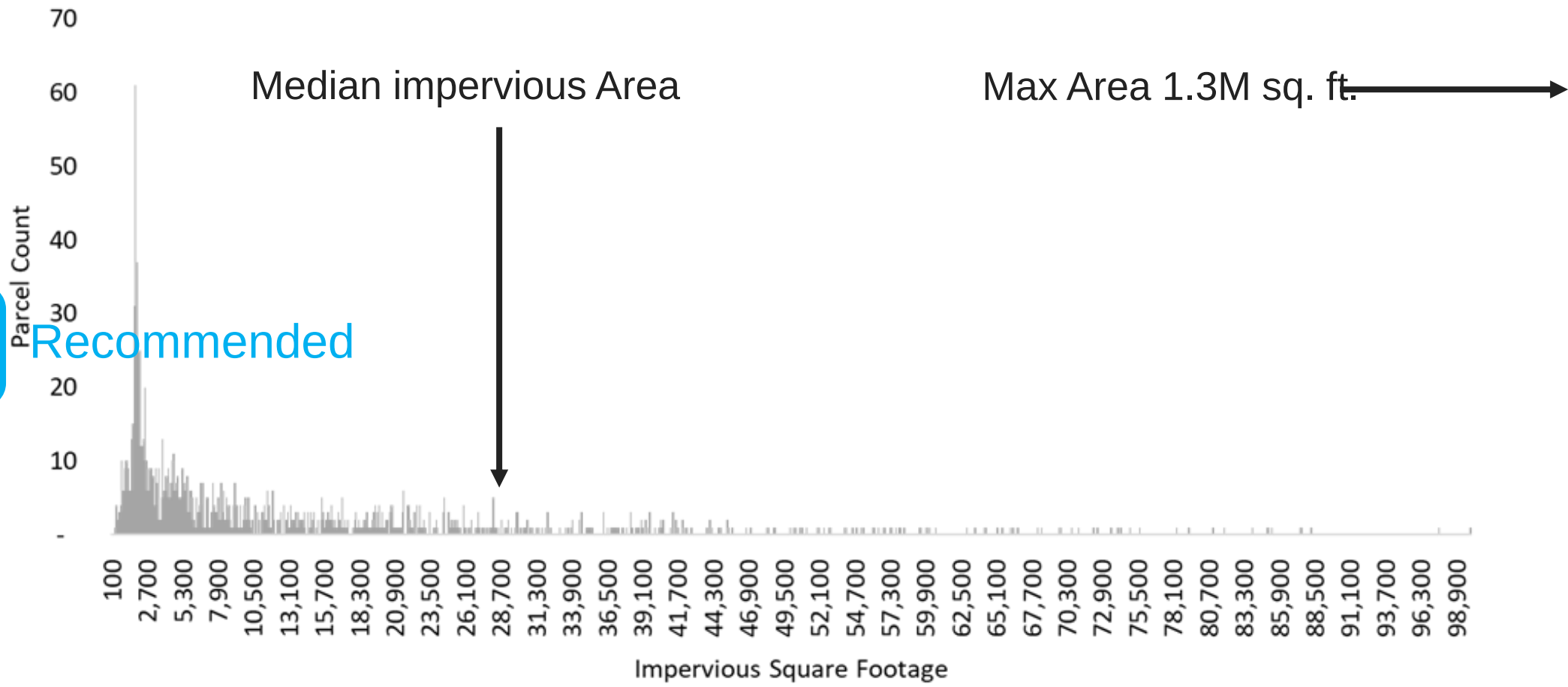
ERU= 3,100 sq. ft.

Building a Better Structure for Non Single Family Residential

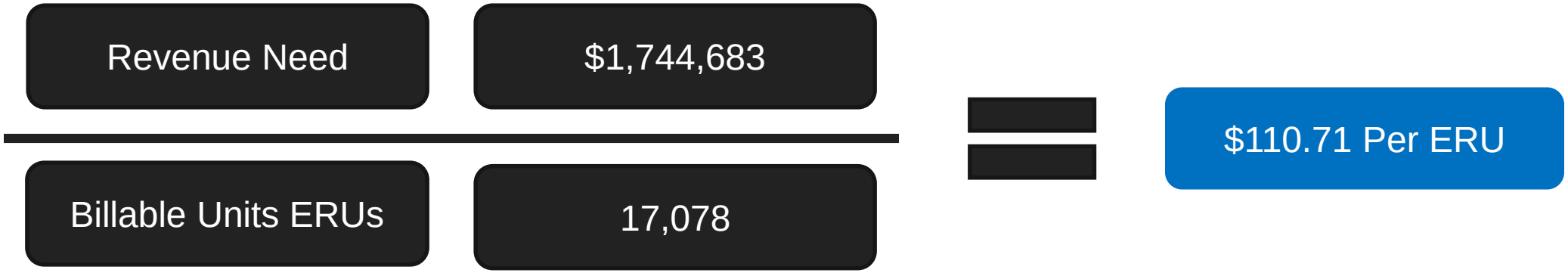
Options

- Flat Fee
- Tiers
- Measured Area

Recommended



Calculated Single Family (up to three units) Assessments



Tier 1	Tier 2	Tier 3
.65 ERU	1 ERU	1.74 ERU
$71.96	$110.71	$192.64

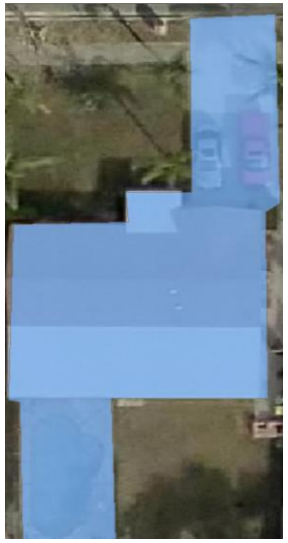
Single Family Residential Customer FY 2020 Impacts

Tier 1



Current:	$ 87.00
Calculated:	$ 71.96
Dollar Change:	($ 15.04)
Percent Change:	(17%)

Tier 2



Current:	$ 87.00
Calculated:	$110.71
Dollar Change:	$ 23.71
Percent Change:	27%

Tier 3



Current:	$ 87.00
Calculated:	$192.64
Dollar Change:	$105.84
Percent Change:	121%

Condo Customer FY2020 Impacts

138 Units



Current:	$12,006.00
Update :	$3,820.53
Dollar Change:	($8,185.47)
Percent Change:	(68%)

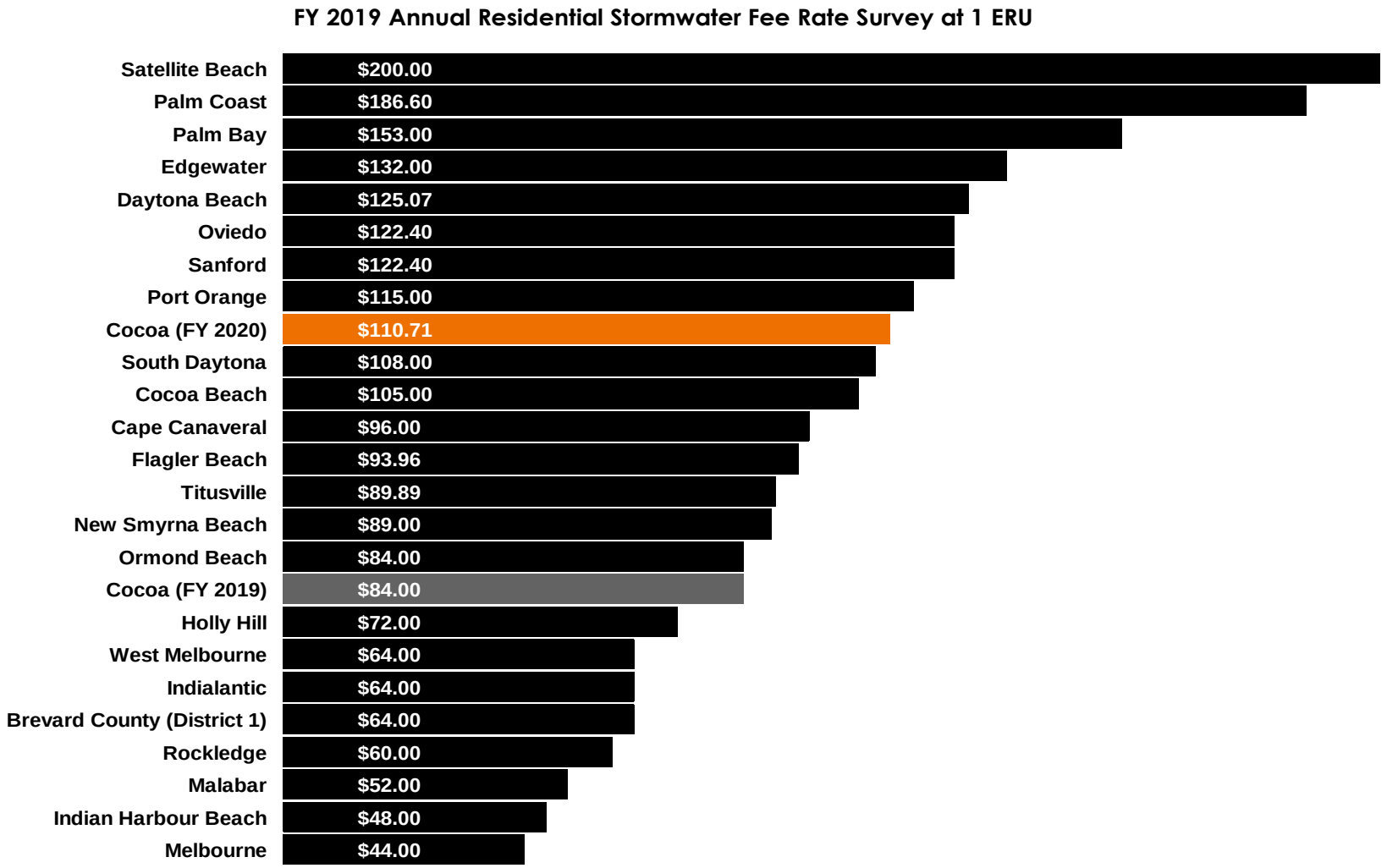
Other Non Single Family Residential Customer FY2020 Impacts

34,900 sq. ft. = 10.9 ERUs



Current:	$911.28
Update:	$1,206.74
Dollar Change:	$295.46
Percent Change:	32%

Local Area Fee Survey with Fee Adjustments



Implementation Schedule

Schedule

Implementation Plan

January

- Newspaper Advertisement for Public Hearing on Resolution of Intent

February

- Newspaper Advertisement for Public Hearing on Resolution of Intent
- Public Hearing on Resolution of Intent

May

- Public Stormwater Utility Workshop at City Council Meeting
- Agreement Approved with Tax Collector and Property Appraiser

June

- Newspaper Advertisement for First Reading and Final Reading of Assessment Ordinance
- First Reading of Assessment Ordinance

July

- Final Reading of Assessment Ordinance

Schedule

Implementation Plan

August

- Notice Letters
- 1st Public Hearing for Initial Assessment Resolution

September

- 2nd Public Hearing (Sept 11th)
- Adopt Assessment Resolution
- Certify Assessment Roll
- Last Utility Billing

October

- Fiscal Year Begins

November

- Tax Collector sends out bill for Stormwater Assessment due Jan 1st

Questions and Discussion



Legislation Details (With Text)

File #:	19-469	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	9/30/2019			**In control:**	City Council
On agenda:	10/9/2019			**Final action:**	
Title:	Proclamation: "National Long-Term Care Residents Month". (Mayor Williams)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	National Long-Term Care Residents Month.pdf				

Date	Ver.	Action By	Action	Result

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CITY OF COCOA FLORIDA

PROCLAMATION

WHEREAS, *there are more 1.5 million individuals living in 16,000 nursing home and 1 million individuals living in 50,000 board and care/assisted living facilities in the U.S.; and*

WHEREAS, *there are more than 4,100 nursing homes, assisted living facilities, and adult care family care homes with the capacity to serve over 192,000 residents in the State of Florida; and*

WHEREAS, *the Federal Nursing Home Reform Act of 1987 guarantees residents their individual rights in order to promote and maintain their dignity and autonomy; and*

WHEREAS, *all residents should be aware of their rights so they may be empowered to live with dignity and self-determination; and*

WHEREAS, *we wish to honor and celebrate these citizens, to recognize their rich individuality, and reaffirm their right to vote and participate politically, including the right to have a say in their care; and*

WHEREAS, *individuals and groups across the nation and across Florida will be celebrating "Residents' Rights Month" to emphasize the importance of residents being informed about their rights, being engaged partners in achieving quality care and quality of life and feeling confident in speaking up about what is important to them.*

NOW, THEREFORE, *I, Mayor Jake Williams Jr., on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim October 2019 as:*

"National Long-Term Care Residents Month"

in the City of Cocoa and encourage all citizens to join in these important observances.

CITY OF COCOA CORPORATE SEAL FLORIDA

WHEREFORE, *I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 9th day of October, 2019.*

Mayor

ATTEST:

City Clerk

Legislation Details (With Text)

File #:	19-470	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	9/30/2019			**In control:**	City Council
On agenda:	10/9/2019			**Final action:**	
Title:	Volunteer of the Year for 2019 Presentation. (Mayor Williams)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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Legislation Details (With Text)

File #:	19-431	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	9/6/2019			**In control:**	City Council
On agenda:	10/9/2019			**Final action:**	
Title:	Approve Emergency Generator Repair from Ring Power Corporation, Palm Bay, Florida for the Dyal Water Treatment Plant (WTP). (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Emergency Purchase email from CM.msg Quote Gen. Repair.pdf PO # 75118.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 6, 2019
Agenda Date: October 9, 2019
Prepared By: David Fisher, Dyal WTP Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Emergency Generator Repair from Ring Power Corporation, Palm Bay, Florida for the Dyal Water Treatment Plant (WTP)

BACKGROUND:

On September 4, 2019, the Dyal WTP experienced a failure of one of the backup generators. The generator was overheating and leaking oil, and the aftercoolers were determined to be in need of replacement. Due to the limited operational state of the generator, it is not considered a reliable backup for plant operation.

The Dyal WTP is equipped with two generators for power redundancy at the plant. Due to the critical need of having two functional backup generators to operate the plant in the event of a power failure, and given the increased likelihood of outages due to the frequency of electrical storms during the summer months, staff requested that the City Manager exercise his emergency purchase authority as outlined in the Financial Operations Manual (FOM) to perform emergency repairs on this generator.

On September 6, 2019, the City Manager declared an emergency and authorized the emergency requisition to Ring Power Corporation of Palm Bay, Florida to repair the generator for $85,925.22. On September 19, 2019, PO# 75118 was created to give Ring Power Corporation the authority to proceed with the purchase of the required parts (two week lead time) to repair the generator.

Staff is providing this agenda item to City Council as informational since the City Manager approved the requisition under emergency conditions per the FOM.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$85,925.22
Account Number	421-4020-536.46-00
Account Name	Repairs & Maintenance
Source of Funds:	Operating Account

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve Emergency Generator Repair from Ring Power Corporation, Palm Bay, Florida for the Dyal Water Treatment Plant (WTP)

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Ring Power CAT

Power Systems Division

SULLAIR

OLYMPIAN™ GENERATORS

CAT Power Systems

ST. AUGUSTINE	OCALA	PALM BAY	ORLANDO	TALLAHASSEE	TAMPA
500 World Commerce Parkway	6202 North US 301	415 Comm. College Pkwy SE	9901 Ringhaver Dr.	32000 Blue Star Hwy	10421 Fern Hill Dr.
St. Augustine, FL 32092	Ocala, FL 34475	Palm Bay, FL 32909	Orlando, FL 32824	Tallahassee, FL 32343	Riverview, FL 33578
904-737-7730	**352-732-4600**	**321-952-3001**	**407-855-6195**	**850-562-1622**	**813-671-3700**

SALES ***SERVICE*** ***PARTS*** ***LEASING*** ***RENTALS***

Customer: CITY OF COCOA DYAL PLANT

Address: 28400 FL-520

city, state, zip: CHRISTMAS, FL 32709

ATTN: TIM DYAR 321-698-1707

Date:	09/04/19
REFERENCE:	0
Estimate on Model:	3516
Serial Number:	25Z02383
Terms:	0
QUOTE #:	0

DESCRIPTION OF MATERIAL	***UNIT PRICE***	***EXTENSION***
Ring Power Systems is pleased to offer the following estimate for your consideration.		
Scope of Work: TRAVEL TO UNIT AT THE COCOA DYAL PLANT. ONCE ON SITE CHECK IN WITH SITE CONTACT AND LOCK UNIT OUT FOR REPAIRS. CUSTOMER WILL BE REQUIRED TO DRAIN ENGINE COOLANT. REMOVE AFTERCOOLER AND HAVE SENT OFF TO BE PRESSURE CHECKED AND CLEANED REMOVE ALL 16 CYLINDER HEADS. REMOVE LIFTER AND INSPECT FOR REUSE. CLEAN ALL MATING SURFACES OF OLD GASKET MATERIAL AND O-RINGS INSTALL NEW SPRING CLIPS ON THE LIFTERS AND INSTALL OLD LIFTERS INTO REMANUFACTURED CYLINDER HEADS. INSTALL REMAN CYLINDER HEADS WITH ALL NEW GASKETS AND O-RINGS INSTALL 16 REMANUFACTURED INJECTORS ADJUST VALVE LASH , INJECTOR TIMING, AND RACK TIMING TO SPEC. INSTALL NEW AIR FILTERS START UNIT UP AND LET UNIT RUN TO CHECK FOR LEAKS. IF AT ALL POSSIBLE, RUN UNIT ON BUILDING LOAD. CLEAN UP WORK AREA. CYLINER HEADS WILL BE PAINTED "CAT YELLOW" BY PALM BAY PAINT SHOP ANY PARTS THAT DO NOT PASS THE REUSE GUIDLINES WILL HAVE TO BE REPLACED, A QUOTE WILL BE PROVIDED TO REPLACE ANY PARTS THAT DO NOT PASS REUSE GUIDLINE Core cost of $20,716.80 to be credited off quote if cores accepted by parts department in good acceptable condition. P.O.# _____ (if required)		
TOTAL ALL STATE AND FEDERAL TAX NOT APPLIED TO TOTAL		**$85,925.22**

QUOTATION ACCEPTED BY: _____ DATE: _____ TAX #: _____

CUSTOMER: _____ SALESPERSON: _____

Estimate Salesperson: **P.BONN** **PALM BAY** **321-952-3001**

TERMS:

PRE-APPROVED CONFIRMATION

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO.
75118
MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 1677
VENDOR FAX NO.: 321-952-3007
VENDOR PH NO.: 321-952-3001

DATE
DATE REQUIRED 9/19/2019
9/30/2019

RING POWER CORPORATION-PALM BA
415 COMMUNITY COLLEGE PKY SE
PALM BAY FL 32909

DELIVER TO:

City of Cocoa
DYAL WATER PLANT
28400 STATE RD# 520
(E. ORANGE COUNTY)
CHRISTMAS FL 32709

Florida Sales Tax Exemption No. 85-8012621548C-8

BUYER/REQ. #
DK 0000039100
SWESTON/TD/4020

F.O.B.
COCOA

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	85925.22	SUM	ESTIMATE 3516 - SCOPE OF WORK: Travel to unit at the Cocoa Dyal Plant. One on stie check in with site contact and lock unit out for repairs. Customer will be required to drain engine coolant. Remove aftercooler and have sent off to be pressure checked and cleaned . Remove all 16 cylinder heads. Remove lifter and inspect for reuse. Clean all mating surfaces of old gasket material and o-rings. Install new spring clips on the lifters and install old lifters into remanufactured cylinder heads. Install reman cylinder heads with all new gaskets and o-rings. Install 16 remanufactured injectors. Adjust valve lash, injector timing, and rack timing to spec. Start unit up and let unit run to check for leaks. If at all possible, run unit on building lad. Clean up work area.	1.0000	85925.22
				TOTAL	85925.22

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

421402053644600
CITY OF COCOA

MAIL INVOICES TO: or E-MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

accountspayable@cocoafl.org

Purchasing Agent

Legislation Details (With Text)

File #:	19-439	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	9/11/2019			**In control:**	City Council
On agenda:	10/9/2019			**Final action:**	
Title:	Approval of Cross Connection Control (CCC) Technical Field Services Provided by Ace Flow Control, Longwood, Florida up to the FY 2020 Budgeted Amount of $680,000 and Request Approval for City Manager to Execute Related Purchase Order. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	B-14-07-COC 2016 Contract Modifications.pdf B-14-07-COC Executed Agreement.pdf B-14-07-COC Bid Document.pdf B-14-07-COC 2019 renewal.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 11, 2019
Agenda Date: October 9, 2019
Prepared By: Melinda M. Keesee, Field Operations Technician
Prepared By: Chris M. Collier, Assistant Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
Approval of Cross Connection Control (CCC) Technical Field Services Provided by Ace Flow Control, Longwood, Florida up to the FY 2020 Budgeted Amount of $680,000 and Request Approval for City Manager to Execute Related Purchase Order.

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, 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 annually since FY2015. During FY2020, Ace Flow Control will continue to focus on the testing, repair, and replacement of commercial/high hazard devices and completing the residential surveys/testing.

In March 2019, City Council approved the second of the two-year renewals of Bid B-14-07-COC, with Ace Flow Control, Longwood, Florida, commencing on May 13, 2019 through May 12, 2021.

At this time, Utilities Department staff requests approval of Cross Connection Control (CCC) technical field services provided by Ace Flow Control, Longwood, Florida up to the FY 2020 budgeted amount of $680,000 and request approval for City Manager to execute related purchase order as it exceeds his budgetary authority.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested:	$680,000
Account Number:	421-4025-536.46-00, WS13BC
Account Name:	Repairs & Maintenance
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

In May 2014, 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.

In September 2014, City Council approved the Continuation of Work for FY2015 with Ace Flow Control, Longwood, Florida, to provide Cross Connection Control (CCC) Technical Field Services.

In September 2015, City Council approved the Continuation of Work for FY2016 with Ace Flow Control, Longwood, Florida, to provide Cross Connection Control (CCC) Technical Field Services.

In September 2016, City Council approved the Continuation of Work for FY2017 with Ace Flow Control, Longwood, Florida, to provide Cross Connection Control (CCC) Technical Field Services.

In October 2017, City Council approved the Continuation of Work for FY2018 with Ace Flow Control, Longwood, Florida, to provide Cross Connection Control (CCC) Technical Field Services.

In September 2018, City Council approved the Continuation of Work for FY2019 with Ace Flow Control, Longwood, Florida, to provide Cross Connection Control (CCC) Technical Field Services.

RECOMMENDED MOTION:

Approval of Cross Connection Control (CCC) Technical Field Services Provided by Ace Flow Control, Longwood, Florida up to the FY 2020 Budgeted Amount of $680,000 and Request Approval for City Manager to Execute Related Purchase Order.

SPECIFICATIONS

BID NO. B-14-07-COC

March 2016 Contract Modifications

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 ~~shall~~ 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 ~~shall~~ 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 ~~shall~~ 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 ~~shall~~ 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 ~~shall~~ 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 ~~shall~~ 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 ~~shall~~ 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 ~~shall~~ 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

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

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

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

BID NO B-14-07-COC
CROSS CONNECTION CONTROL (CCC)
TECHNICAL FIELD SERVICES

This Final Amendment to the purchase agreement for **Cross Connection Control (CCC) Technical Field Services** is made and entered into as of April 10, 2019 by and between the **City of Cocoa** and **Nils Humberg Enterprises, LLC. DBA Ace Flow Control, 853 Waterway Place, #101, Longwood, Florida 32750.**

The original agreement entered into on May 13, 2014 is hereby amended to renew for the final renewal option available under the original contract documents for twenty-four (24) additional months, per the same, terms, and conditions commencing on May 13, 2019 and terminating on May 12, 2021.

The parties hereto duly execute this FINAL Amendment to become effective as of the date and year first above written.

Nils Humberg Enterprises, LLC. DBA Ace Flow Control	**CITY OF COCOA**
By: NILS HUMBERG	**By:** Jake Williams Jr.
(Name) Printed	(Name) Printed
PRESIDENT	Mayor
(Title)	(Title)
Signature 03.27.19	Signature
Date	Date

CC: Carie Shealy, City Clerk
Chris M. Collier, Water Field Operations Manager
Tammy Eastburn, Procurement Card Coordinator

Legislation Details (With Text)

File #:	19-447	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	9/16/2019			**In control:**	City Council
On agenda:	10/9/2019			**Final action:**	
Title:	Approve Participation in a Cooperative Purchase Agreement with Stewarts Electric Motor Works, Inc. of Orlando, Florida utilizing the City of West Palm Beach Contract #21128/ITB17-18-118, effective April 4, 2018 through April 3, 2021 for Repairs and Maintenance of High Service Station Skid #3 including the Pump, EM Clutch, and Synchronous Motor at the Dyal Water Treatment Plant (WTP). (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa Piggyback Authorization SEMW (2).pdf Master Service Contract # 21128 Electric Motor and Pump Repair - executed 4-4-18 (2).pdf SEMW QUOTE # 583 HIGH SERVICE PUMP SKID # 3 PROJECT WORSE CASE SCENARIO schedule of bid values (2).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 16, 2019
Agenda Date: October 9, 2019
Prepared By: David Fisher, Dyal WTP Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Participation in a Cooperative Purchase Agreement with Stewarts Electric Motor Works, Inc. of Orlando, Florida utilizing the City of West Palm Beach Contract #21128/ITB17-18-118, effective April 4, 2018 through April 3, 2021 for Repairs and Maintenance of High Service Station Skid #3 including the Pump, EM Clutch, and Synchronous Motor at the Dyal Water Treatment Plant (WTP)

BACKGROUND:

The Dyal WTP maintains four (4) high service pumps (HSP) that supply treated drinking water to approximately 300,000 water customers. As part of the ongoing repairs and maintenance program, and to prepare for the upcoming Chemical Conversion and Reliability Improvements (CCRIP) capital project (WS1404), staff determined that one of the four HSP's (HSP #3) is in need of rehabilitation due to its age and usage.

Due to the reliability of this type of pump, staff have determined that rehabilitating this pump would be more cost effective than purchasing a new pump. During the CCRIP project, HSP #3 will be relocated

to the new HSP pump room upon its completion.

Staff recommends participation in a Cooperative Purchase Agreement with Stewarts Electric Motor Works, Inc. utilizing the City of West Palm Beach Contract #21128/ITB 17-18-118 for rehabilitation of this pump. This rehabilitation includes three rotating parts including the Pump, EM Clutch, and a Synchronous Motor at a not to exceed price of $244,639.92.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$244,639.92
Account Number	426-4055-536.63-00
Project Number	WS1404
Account Name	Infrastructure
Source of Funds:	Series 2018B Bond

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve Participation in a Cooperative Purchase Agreement with Stewarts Electric Motor Works, Inc. of Orlando, Florida utilizing the City of West Palm Beach Contract #21128/ITB17-18-118, effective April 4, 2018 through April 3, 2021 for Repairs and Maintenance of High Service Station Skid #3 including the Pump, EM Clutch, and Synchronous Motor at the Dyal Water Treatment Plant (WTP)

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WEST PALM BEACH

Procurement

May 17, 2018

Shawny Weston
Administrative Assistant
Cocoa Florida – Dyal Water Treatment Plant
351 Shearer Blvd.
Cocoa, FL 32922

Ms. Weston:

In response to your e-mail dated May 16, 2018, we are happy to comply with your request.

The City of West Palm Beach authorizes the use of ITB 17-18-118, Contract #21128, Master Services Agreement for Electric Motor and Pump Repair, as needed by your agency.

Best Regards,

Frank Hayden
Director of Procurement

401 CLEMATIS STREET
P.O. BOX 3366
WEST PALM BEACH, FL 33401
561.822.2100

Consultant/Contractor Original

WEST PALM BEACH

MASTER SERVICES AGREEMENT
ELECTRIC MOTOR AND PUMP REPAIR

Contract No. 21128
ITB No. 17-18-118

THIS CONTRACT is made and entered into by and between the **CITY OF WEST PALM BEACH**, a municipal corporation of the State of Florida, whose address is 401 Clematis Street, West Palm Beach, Florida 33401 (the "City") and **STEWART'S ELECTRONIC MOTOR WORKS, INC.,** a corporation of the State of Florida, whose address is 8951 Trussway Blvd., Orlando, FL 32824 (the "Contractor").

WITNESSETH:

WHEREAS, the City issued its Invitation to Bid No. 17-18-118 (the "ITB") pursuant to state and local law to solicit proposals to provide Electric Motor and Pump Repair; and

WHEREAS, Contractor is a professional qualified to render said services and has responded to the ITB by submitting its Bid dated January 24, 2018 (the "Bid"); and

WHEREAS, the City desires to engage Contractor to provide such services according to the terms and subject to the conditions set forth herein.

NOW THEREFORE, in consideration of the promises and mutual covenants and obligations herein contained, and subject to the terms and conditions herein stated, the parties hereto understand and agree as follows:

THIS AGREEMENT ("Agreement") is made by and between the **CONTRACTOR** identified above and the **City of West Palm Beach** ("City"), 401 Clematis Street, West Palm Beach, FL 33401,

In consideration of the covenants and conditions set forth in this Agreement, the Contractor and City agree as follows:

1. Services/Method of Ordering Work.

1.1 Scope. The Contractor hereby agrees to provide all labor, supervision, material, equipment and outside services necessary to repair or refurbish electric motors and pumps on an "as-needed" basis (the "Scope of Work") subject to and in accordance with the terms, conditions and provisions of this Contract and the Contract Documents described below. All repair and refurbishment shall be performed in accordance with 'Electrical Apparatus Service Association's (EASA) Recommended Practice, 1998 Revision and the National Electrical Manufacturers Association (NEMA) Standards for service and repair of electrical apparatus. The work shall be provided at the City's Water Treatment Plant or other City locations the "Repair Sites", as requested by the City. Contractor agrees to furnish all the parts, equipment and labor necessary for performance of the Work in a good, firm, substantial and workmanlike manner, in accordance with all applicable plans and specifications.

1.2. The Contractor shall keep an ample inventory of parts to ensure parts availability and shall provide a parts list on CD with pricing and the percentage of discount off of the list price for all parts. All parts and equipment must be new, carry standard warranties and must meet the specifications of this Contract.

1.3 Pickup and Delivery. The Contractor shall provide free pickup and delivery of all equipment to be repaired at the Contractor's facility. If the equipment is unable to be transported to the Contractor's facility, repairs shall be performed at the specified City facility.

1.3.1 Pickup Time. The Contractor shall pickup equipment for repair within twenty-four (24) hours of receipt of verbal notification by the City, including after normal business hours, weekends and holidays.

1.3.2 Removal and Replacement. The City will be responsible for the removal and replacement of equipment when feasible for the initial repair and for a second time if rework is required due to faulty repair by the Contractor. All costs incurred by the City for the third and subsequent rework cycles will be charged to the Contractor.

1.4 This Contract is on a non-exclusive basis and the City reserves the right to award other contracts for services falling within the scope of this Contract.

1.5 Emergency. If, in the sole opinion of the City, an emergency exists, the Contractor shall provide emergency repair service either in the field or at the Contractor's facility within two (2) hours of notification on a twenty-four (24) hours a day, seven (7) days a week basis, including holidays. Contractor shall have a qualified technical service representative residing in the State of Florida throughout the term of the Contract or otherwise guarantee in writing two (2) hour on-site emergency assistance.

1.6 Method of Ordering Work.

1.6.1 Direct Orders. Emergency type work related to the repair of electric pumps and motors and other emergency-type work, or work which in the City's determination requires immediate Services may be ordered by the City under this Contract as needed, without the issuance of a Work Order. All such work shall be performed and invoiced pursuant to the terms of this Contract. Upon completion of each work task, the Contractor will submit an individual invoice of said task indicating the date work was performed, the description of the person performing the work, the hourly rates charged, equipment provided, rate charged for equipment, materials or supplies in accordance with the Contract.

1.6.2 Work Orders. Services will be requested by City via work order. Work orders will be issued by City on an as-needed basis. Each work order will detail the specific scope of work, schedule for completion and compensation based on the unit prices contained in this Agreement. No work is authorized until a work order is fully executed by the City. Any amendment to a work order is not effective and not authorized until such amendment is fully executed by the City. All terms and conditions of this Agreement will be applicable to each Work Order. Upon completion of Work Order task, the Contractor will submit an individual invoice, a copy of the Work Order and the appropriate completed Small Business participation form. No minimum quantity of work orders nor minimum amount of compensation is guaranteed under this Agreement. No Work Order may be issued for Services to be completed after the expiration of this Agreement. The form of City's work order is attached to this Agreement as **Exhibit A**. Time is of the essence with respect to each Work Order, and Work Orders shall be completed within the time indicated for each Work Order.

1.6.2.1 Contractor's Understanding. Upon receipt of a Work Order it is understood and agreed that the Contractor will, by careful examination, satisfy himself as to the nature and location of the work, the site conditions, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, and the general and local conditions. Execution of this Contract by the Contractor is a representation that the Contractor will visit the site, review any design criteria furnished by City, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Contractor deems both his inspection of the site and review of information furnished by City to be an adequate investigation. By execution of the Work Order Contractor represents that the plans and specifications are consistent, practical, feasible and that the work can be completed within the scheduled time. Contractor affirmatively covenants that if during construction any discrepancies, defects, etc., are discovered by or made known to Contractor, Contractor shall immediately communicate same to the City.

1.6.2.2 Subcontractors and Suppliers. Unless otherwise required to be specified in Contractor's Bid, within three (3) days after the date of the City's issuance of a Work Order, the Contractor shall furnish to the City in writing the names of the persons or entities (including those who are to furnish parts, materials or equipment fabricated to a special design) whom the Contractor will engage as sub-contractors or suppliers for the Project. The Contractor shall not change such sub-contractors or suppliers without written

notice to City, and shall not contract with a proposed person or entity to whom the City has made reasonable and timely objection in writing, after such notice. The Contractor understands and agrees that the Contractor alone is responsible to the City for all of the work under the Contract and that any review of subcontractors, sub-subcontractors or suppliers by the City will not in any way make the City responsible to any subcontractor or sub-subcontractor or suppliers. By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the Contractor by terms of this Contract and Contract Documents, including but not limited to the insurance requirements for workers' compensation and general liability coverage. The City shall be named as an intended Third Party Beneficiary in all subcontractor agreements provided such naming shall not create privity of contract between City and subcontractor.

All subcontracts shall provide the following exact language: *"Sub-contractor "expressly waives any claims for damages which it may suffer by reason of delay caused by events beyond its' control, including delays claimed to be caused by the City or its Engineer and agrees that its exclusive remedy shall be an extension of its contract time."*

1.6.5 Acceptance of Work. Acceptance of Equipment provided or Services performed shall be by the City after the City's Representative has inspected the equipment or services and determined that provisions of each work order was completed consistent with the Contract Documents and applicable specifications.

2. **F.O.B. Point / Delivery Requirements**.

2.1 F.O.B. The F.O.B. point shall be destination the "Repair Sites", City of West Palm Beach, West Palm Beach, FL 33401. The prices quoted for each purchase shall include all costs of packaging, transporting, delivery and unloading at the City's Repair Site. The City reserves the option to deliver to and pickup from the Contractor, pumps, parts and repaired pumps or related items.

2.2 Delivery Time. Delivery time for Equipment or the time for completion of Repairs is of the essence to this Contract. Delivery times for Equipment shall be as follows: (a) Equipment that is in stock locally shall be delivered within one (1) day of order placement; (b) Equipment that is not in stock locally, but, within the U.S. shall be delivered within 10 days of order placement; and (c) Equipment that is not in stock within the U.S. is to be delivered within seven (7) weeks of order placement.

2.3 Schedule for Repairs. The Contractor shall commence repairs on equipment within ten (10) hours from pickup by the Contractor or delivery to the Contractor's facility by the City. This time frame applies to all equipment other than those specified as emergency repairs, which shall commence immediately upon receipt.

- Routine repairs, as designated by the City, to electric motors shall be completed within five (5) working days from pickup by the Contractor or delivery to the Contractor's facility by the City. All other repairs shall be completed within forty eight (48) hours.
- Emergency repairs, as designated by the City to: (1) electric motors less than 100 HP shall be completed within twenty-four (24) hours from pickup by the Contractor or delivery to the Contractor's facility by the City, and (2) electric motors greater than 100 HP shall be completed within forty-eight (48) hours from pickup by the Contractor or arrival to the specified City facility.
- This agreement is subject to immediate termination if repairs are not completed with the times specified. The Director of the Department requesting the repair may waive the termination provision specified herein, in writing, on a case-by case basis.

3. Rates.

3.1 Rates. The rates for Services, equipment and materials shall be established in accordance with the Schedule of Bid Items attached hereto as **Exhibit B** and incorporated into this Agreement by reference. Upon receipt of a Work Order, Contractor shall inspect and evaluate each piece of equipment after disassembly to determine if the unit can be economically repaired. If the total cost of repairs exceeds 50% of the replacement

cost of the equipment, the Contractor shall notify the City by phone with a written memorandum to follow as confirmation within ten (10) hours from: (1) pickup by the Contractor, (2) delivery to the Contractor's facility by the City or (3) review at the City's facility by the Contractor. All cost overruns from the original repair estimate given by the Contractor to the City shall be absorbed by the Contractor unless waived by the City. The Rates constitute full compensation for all equipment, vehicles, tools, labor, supervision, expertise, permits, licenses, fuel, insurance, taxes, fees, plant, transportation, suspensions, delays and incidentals necessary to complete the Work described in this Contract. The Fee established in each duly executed Work Order shall be the only basis for payment to Contractor by the City.

3.1.1 Labor Time. For on-site repairs, labor time shall commence upon site arrival, terminate upon departure, and total by ¼ hour increments. Labor Cost shall be computed by multiplying the applicable hourly rate by labor time. Contractor shall be responsible for all travel to and from job site. For repairs at Contractors facility labor time shall commence upon starting actual repairs, terminate upon completion of repairs, and be recorded in ¼ hour increments. Labor Cost shall be computed by multiplying the applicable hourly rate by labor time. **Standard labor rate** shall be for work requested and completed during the hours 8:00 A.M. to 5:00 P.M., Monday through Friday. **Premium labor rate** shall be for work requested and completed during the hours 5:01 P.M. to 7:59 A.M., Monday thru Friday, and (weekends) from 5:01 P.M. Friday to 7:59 A.M. Monday, and shall include all federal holidays.

4. Invoices and Payment.

4.1 Invoices. Invoices must identify the PO number and shall be submitted to:
West Palm Beach Finance Department
Attn: Accounts Payable
P.O. Box 3366
West Palm Beach, FL 33402-3366.

Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and dates(s) of service. All material costs hall be listed separately on invoice(s) and state a concise description and cost of material. Invoices may be submitted no more frequently than monthly. However, all services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year. **Contractor shall provide W-9 to City with first invoice.**

4.2 Payment. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Contractor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Contractor of liability for the defective, faulty or incomplete rendition of the Services.

4.3 Withholding Payments. The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate of payment to such extent as may be necessary to protect itself from loss on account of:

a. Defective work not remedied.
b. Claims filed or reasonable evidence indicating public filing of claims by other parties against the Contractor.
c. Failure of the Contractor to make payments properly to subcontractors or for material or labor.
d. Damage to another Contractor.
e. Failure of the Contractor to complete work as directed by the City Engineer.

When the above grounds are removed or the Contractor provides a Surety or Performance Bond satisfactory to the City, which will protect the City in the amount withheld, payment shall be made for amounts withheld because of them.

5. Term. This Agreement shall remain in effect for three (3) years from the date of execution of this Agreement by the City. The City shall execute this Agreement last. This Agreement may be extended for two (2) additional terms of one (1) year each; provided a written Amendment to this Agreement is executed by the

parties. The term extension is optional for the parties and nothing in this Agreement gives Contractor a right to any term extension.

6. **Representations, Warranties and Covenants of Contractor**.

6.1 **Authority**. Contractor hereby represents and warrants to the City that it has full power and authority to enter into and fully perform its obligations under this Agreement without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.

6.2 **Duly Licensed**. Contractor represents that it is duly licensed to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

6.3 **No Contingency**. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Contractor, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

7. Standard of Care. The standard of care for all Services performed or furnished by Contractor under this Agreement will be superior to the care and skill ordinarily used by members of Contractor's profession practicing under similar circumstances or at the same time and in the same locality.

8. Compliance with Laws. In the conduct of the Services under this Agreement, Contractor shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and City ordinances and regulations, including ethics and procurement requirements.

9. Independent Contractor. It is specifically understood that Contractor is an independent contractor. *If Contractor is an individual:* (i) Contractor is not an employee of the City: (ii) this Agreement is not a contract of employment and that no relationship of employer/employee or principal/agent is or shall be created nor shall exist by reason of the performance of the Services under this Agreement; (iii) Contractor will not be eligible to participate in any employee benefit maintained by the City; (iv) Contractor will not be covered by the City's workers' compensation insurance; (v) Contractor will be solely and exclusively responsible for payment of all taxes due in respect of all compensation and/or other consideration received by Contractor under this Agreement. *If Contractor is a business firm:* (i) Contractor acknowledges that its employees will not be covered by the City's workers' compensation insurance; (ii) Contractor shall be responsible for social security, unemployment and disability taxes and all other payroll taxes due with respect to Contractor's employees who provide Services under this Agreement; (iii) Contractor shall have no authority to bind City to any contractual or other obligation whatsoever; (iv) Contractor shall be responsible to the City for all work or services performed by Contractor, its employees, agents, or subcontractors under this Agreement.

10. **Right to Audit.** Contractor shall maintain adequate records for the Services performed under this Agreement for five (5) years following completion of the Services, or conclusion of any litigation regarding this Agreement. The City shall have the right to audit Contractor's books and records, at the City's expense, upon prior notice, with regard to the Services provided to the City under this Agreement. Contractor shall allow the City or its representative to interview all current or former employees to discuss matters pertinent to this Agreement. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by Contractor to the City in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's Internal Audit department shall be reimbursed to the City by the Contractor and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Contractor within 45 days from presentation of City's findings to Contractor. Failure by Contractor to permit such audit shall be grounds for termination of this Agreement by the City.

11. Compliance with Occupational Safety and Health, Damage and Clean Up.

11.1 Compliance. Contractor herby certifies that all materials, equipment, parts, supplies and related items to be supplied under this Contract shall meet OSHA requirements. Contractor further certifies that if any such material, equipment, etc. delivered is found to deficient in any OSHA requirements in effect on the date of delivery, all costs necessary to bring the material or equipment, etc. into compliance with OSHA requirements shall be borne by the Contractor.

11.2 Equipment must meet all State and Federal safety regulations.

11.3 Damage. The Contractor shall at all time guard against damage or loss to the property of the City and shall be responsible for replacing or repairing any such loss or damage. The City may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through the negligence of the Contractor or its agents or employees.

11.4 Clean Up. The Contractor shall, as directed by the City, remove at its own expense from the City's property and from all public and private property all temporary structures, rubbish, and waste materials resulting from its operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste material in accordance with permission of such disposal granted to the Contractor by the City thereof.

12. Insurance. Contractor shall purchase from and maintain during the term of the Services, and all applicable statutes of limitation periods, the following insurance:

(a) **Comprehensive General Liability** insurance in an amount not less than $1,000,000.00 Combined Single Limit per occurrence and $2,000,000 aggregate, which may not be subject to a self-insured retention or deductible exceeding $25,000.

(b) **Worker's Compensation and Employer's Liability Insurance** with limits of Employer's Liability Insurance not less than $500,000 "each accident," $500,000 "disease policy limit," and $500,000 "disease each employee" unless an opt out letter in conformance with Florida Statutes, Chapter 440, has been provided to the City.

❑ Contractor is the sole owner and/or employer with less than four non-construction employees and opts out of workers' compensation coverage under Florida Chapter 440. Contractor understands that Contractor must comply with Sec. 440.055, F.S., and other applicable regulations. Contractor is an independent contractor.

_____
Contractor Signature

(c) **Automobile Liability**: Not less than $1,000,000.00 Combined Single Limit, per occurrence for bodily injury and property damage; may not be subject to a self-insured retention or deductible exceeding $10,000.

Self-insurance shall not be acceptable. All insurance policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Palm Beach County, Florida, and (c) have a best's rating of A- VI or better.

Additional Insured: All liability insurance policies shall name and endorse the following as additional insured(s): the City of West Palm Beach and its commissioners, officers, employees and agents.

Certificate of Insurance: Contractor shall provide the City Risk Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of Insurance and coverage required prior to the commencement of Services. It is the Contractor's responsibility to ensure that the City's Risk Manager and the Department both have a current Insurance Certificate and endorsements at all times.

If Contractor's insurance policy is a claims made policy, Contractor shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of this Agreement. Applicable coverage may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.

The provisions of this section shall survive beyond the expiration or termination of this Agreement.

13. Indemnity. Contractor agrees to indemnify, defend, save and hold harmless the City, its commissioners, officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its commissioners, officials, employees or agents arising out of or incidental to or in any way connected with Contractor's performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Contractor in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Contractor's execution of Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Contractor. This indemnification includes, but is not limited to, the performance of this Agreement by Contractor or any act or omission of Contractor, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Contractor agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under this indemnification provision. To the extent considered necessary by the City, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Contractor to indemnify the City for City's own negligence, or intentional acts of the City, its agents or employees. Nothing in this Agreement shall be deemed to affect the rights, privileges and sovereign immunities of the City as set forth in Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

14. Rejection, Suspension and/or Termination.

14.1 Rejection. If any Equipment or repair is proven to be below the quality required by the specifications or requirements of the Work Order, the City reserves the right to reject that Equipment or Repair. Except as provided in Section 1.3.2 above, the Contractor, at the Contractor's own expense, shall (1) remove the rejected Equipment and immediately replace the rejected Equipment with satisfactory Equipment, or (2) correct the Repair or (3) credit the City with the full price of the rejected Equipment or reimburse the City for any funds paid for the cost of the Repair. If the Contractor is found to repeatedly require rework of previously repaired equipment, this Agreement may be termination by the City.

14.2 Suspension. The City may, at any time, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the City may determine, or to terminate the Contract for the City's convenience. If the City orders a suspension, the Contract price and time for performance shall be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

14.3 Deficiencies. If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the City, after three calendar days written notice and opportunity to cure to the Contractor, may, without prejudice to any other remedy City may have, terminate this contract, make good these deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

14.4 Termination. The City shall have the right to terminate any Work Order and/or this Agreement, in whole or in part, with or without cause, and for its convenience, upon five (5) calendar days written notice to

Contractor. In the event of termination, the City shall compensate the Contractor for all authorized Services satisfactorily performed through the termination date under the payment terms contained in this Agreement.

14.4.1 Contractor shall immediately deliver all documents, written information, electronic data and other materials concerning City projects in its possession to the City and shall cooperate in transition of its consulting duties to appropriate parties at the direction of the City.

14.4.2 Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding the right to audit, property rights, insurance, indemnification, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

15. Warranty/Manuals. Contractor shall warrant that all materials and equipment included in the Services are new except where indicated otherwise in Contract Documents, and that such Services will be of good quality, free from improper workmanship and defective materials and in conformance with the specifications. Contractor shall provide a comprehensive warranty for all equipment, parts, and labor furnished hereunder against defect in materials and/or workmanship for a period of five (5) years after delivery and acceptance by the City; and Contractor shall fully warranty all repairs against defect in material and or workmanship for a period of 1 year from delivery and acceptance ("Warranty Period"). The Contractor shall conduct, jointly with the City, a warranty inspection nine (9) months after the date of City acceptance of all Services. Should any defect in material or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace same at no cost to the City, immediately upon written notice from the City. Contractor shall deliver 1 copy of the Operation and Maintenance Manual for each new piece of equipment delivered and shall collect and deliver to the City any specific written warranties given by others.

16. Notices. Notices required hereunder shall be given by written notice sent by registered U.S. mail, return receipt requested, or by electronic transmission producing a written record, if to the City, to P.O. Box 3366, West Palm Beach, FL 33402, attention: City Administrator, and if to Contractor, to the address set forth above.

17. Taxes. Contractor understands that in performing the Services for the City, Contractor is not exempt from paying sales tax to Contractor's suppliers for materials required for Contractor to perform under this Agreement. Contractor shall not be authorized to use City's tax exemption number for purchasing supplies or materials.

18. Availability of Funds. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the City. If funding for this Agreement is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, the City may terminate this Agreement upon no less than twenty-four (24) hours notice to Contractor. The City shall be the sole and final authority as to the availability of funds.

19. Lobbying Certification. Contractor certifies to the best of its knowledge and belief that no funds or other resources received from the State in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

20. Non Discrimination. Contractor shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

21. Assignment. This Agreement requires the skills and experience of Contractor and may not be assigned by Contractor. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

22. **Force Majeure**. Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil

disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

23. Ethics; Conflict of Interest.

23.1 Contractor represents that it has not given or accepted a kickback in relation to this Agreement and has not solicited this Agreement by payment or acceptance of a gratuity or offer of employment.

23.2 Contractor represents that it has not solicited this contract by payment of a gift or gratuity or offer of employment to any official, employee of the City or any City agency or selection committee.

23.3 Contractor represents that it does not and will not employ, directly or indirectly, the mayor, members of the city commission or any official, department director, head of any City agency, member of any board, committee or agency of the City, or any other City employee without prior approval.

23.4 Contractor represents that it does not employ, directly or indirectly, any official of the City. Contractor represents that it does not employ, directly or indirectly, any employee or member of any board, committee or agency of the City who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Contractor.

23.5 Contractor represents that it has not knowingly given, directly or indirectly, any gift with a value greater than $100 in the aggregate in any calendar year to the mayor, members of the city commission, any department director or head of any City agency, any employee of the City or any City agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding Contractor or its business.

23.6 Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement. Contractor further represents that no person having any interest shall be employed or engaged by it for said Services.

23.7 Contractor, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Contractor's exercise of judgment or quality of the Services being provided under this Agreement. Contractor, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the City under this Agreement.

23.8 In the event Contractor is permitted to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

24. Public Entity Crimes Act. Contractor represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Contractor and its subcontractors under this Agreement have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a proposal for this Agreement or entering into this Agreement. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

25. Unauthorized Aliens. The knowing employment by Contractor or its sub-contractors of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement which results in unilateral termination. Contractor further represents that it is not in violation of any laws relating to terrorism or money laundering, including Executive Order No. 13224 on Terrorist Financing.

26. Small Business Requirements. Contractor shall comply with the City's Small Business Ordinance set forth in Chapter 66 of the Code of Ordinances of the City of West Palm Beach, which is incorporated herein by this reference. Contractor shall comply with the small business commitment contained in Contractor's Proposal. Contractor shall maintain all relevant records and information necessary to document compliance with the Small Business Ordinance and shall allow the City to inspect and audit such records.

27. Public Records Law. Contractor shall comply with Chapter 119, Florida Statutes, regarding public records. Contractor shall keep and maintain all documents, records, correspondence, computer files, emails, and/or reports prepared in order to perform the work under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time at the cost that would not exceed the cost allowed by law. All records stored electronically must be provided to the City, upon request, in a format that is compatible with the information technology systems of the City. Upon completion of the Agreement, Contractor shall transfer, at no cost, to the City all public records in possession of Contractor or Contractor shall keep and maintain all public records. If Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. If Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed. Records that are exempt or confidential and exempt from public records disclosure requirements may include plans, drawings and records related to the physical security of City buildings or security systems and shall not be disclosed by Contractor, except as authorized by law and specifically authorized by City. If Contractor does not transfer the records to the public agency upon completion of the Agreement, Contractor shall ensure that exempt and confidential records are not disclosed. Failure of the Contractor to provide public records to the City within a reasonable time or allowable cost may be subject to penalties under Sec. 119.10, Fla. Stat., and may be cause for termination of the Agreement by the City, in addition to any other remedies available under the Agreement or by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK, WHO IS THE CITY'S CUSTODIAN OF PUBLIC RECORDS, AT:

Office of the City Clerk
City of West Palm Beach
401 Clematis Street
West Palm Beach, FL 33401
561-822-1210
CityClerk@wpb.org.

28. Governing Law. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Contractor submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Contractor agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

29. Severability. In the event that any term or provision of this shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

30. Waiver. Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

31. Headings. The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

32. Inspector General. Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

33. Entire Agreement; Exhibits; Amendment. Any Exhibits attached to this Agreement are incorporated into the terms and conditions of this Agreement. In the event of any conflict between this Agreement and any Exhibits, this Agreement governs. This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to the subject matter. This Agreement may only be modified by written amendment executed by the City and Contractor.

34. Controlling Provisions. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the Procurement Solicitation and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the Procurement Solicitation; and (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

35. Contract Documents. The Contractor agrees to complete all Services in accordance with the following documents, which are incorporated herein and made a part hereof.

Exhibit A	Form of Work Order
Exhibit B	Schedule of Bid Items
Exhibit C	ITB 17-18-118 (Incorporated by Reference)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last executed below.

CONTRACTOR
STEWART'S ELECTRONIC MOTOR WORKS, INC.

By: Paul E. Stewart

Print Name: Paul E. Stewart

Title: Vice President

CITY OF WEST PALM BEACH

By: Geraldine Muoio
Geraldine Muoio, Mayor

Attest: Shaw Fl Cross
City Clerk

Date: 4/4, 2018

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By:

WEST PALM BEACH

CITY OF WEST PALM BEACH
Master Services Work Order
Work Order No. _____

Contract No. 21128.____

Services Type: _____

Contractor: **Stewart's Electronic Motor Works, Inc.**

1. **Services/ Task / Project:** A detailed scope of work to be performed under this Work Order is attached as **Exhibit A**.

2. **Schedule:** The Contractor shall commence services under this Work Order on the date indicated in the Notice to Proceed and fully complete said Work in accordance with **Exhibit ____**.

3. **Compensation:** The total amount to be paid to the Contractor by the City under this Work Order, based upon the unit prices/ rates set forth in the Contract, shall not exceed the sum of _____ ($_____) . A detailed schedule of values is attached as **Exhibit ___.**

4. **Small Business:** The small business commitment for this Work Order is _____%.

5. **Insurance:** Contractor hereby confirms that it maintains the insurance coverages required under the Contract and that certificates of insurance evidencing current policies are on file with the City as of the date of this Work Order.

6. **Contract Reference:** This Work Order shall be performed under the terms and conditions described within the master contract/agreement titled Electric Motor and Pump Repair, dated _____ by and between the City of West Palm Beach and the Contractor named above.

CONTRACTOR:
STEWART'S ELECTRONIC MOTOR WORKS, INC.

By:_____

Print Name: _____

CITY OF WEST PALM BEACH

_____
Geraldine Muoio, Mayor

Date: _____. 20_____

ATTEST: _____
City Clerk

CITY ATTORNEY'S OFFICE
Approval as to form and legality
By:_____

City of West Palm Beach

(B3)

SCHEDULE OF BID VALUES

ITB 17-18-118

Continuing Contract for Electric Motor and Pump Repair

BID ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
	Labor Rates - Shop		
1	**Straight Time Hours** Straight time is defined as being between the hours of 8:00 a.m. through 5:00 p.m. Monday through Friday.	HR	**$25.00**
2	**Overtime Hours** Overtime is defined as being between the hours of 5:01 p.m. through 7:59 a.m. Monday through Friday and any time Saturday, Sunday or Holidays.	HR	**$25.50**
	Labor Rates - Field		
3	**Straight Time Hours** Straight time is defined as being between the hours of 8:00 a.m. through 5:00 p.m. Monday through Friday.	HR	**$105.00**
4	**Overtime Hours** Overtime is defined as being between the hours of 5:01 p.m. through 7:59 a.m. Monday through Friday and any time Saturday, Sunday or Holidays.	HR	**$105.50**
	Inspection/Diagnosis Charges - Shop		
5	The fixed price to inspect an electric motor or pump to develop a cost estimate for its repair.	EA	**$0.00**
	Parts & Materials		
6	Parts furnished by the Contractor shall be at Contractor's actual cost plus a maximum percentage markup of 5%. Evidence of actual costs shall be required through submittal of actual invoices.	Actual Cost Plus % Markup	**1x5%**

Bidder Company Name; Stewart's Electric Motor Works, Inc.

Signature of Official Authorized to Bind Bidder Paul E. Stewart

Print Name: Paul E. Stewart

Title: Vice President

Date: 01-24-2018

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

END SCHEDULE OF BID ITEMS

BIDDERS: THE CITY HAS PROVIDED AN ELECTRONIC SPREADSHEET FOR BID ITEM TABULATION. IT IS MANDATORY THAT ALL BIDDERS PROVIDE BOTH A SIGNED PAPER BID TABULATION AND ELECTRONIC BID TABULATION. THE ELECTRONIC BID TABULATION SHALL BE SUBMITTED WITH THE PAPER BID TABULATION BY MEANS OF COMPACT DISK, FLASK DRIVE, OR OTHER DIGITAL DATA STORAGE DEVICE. PAPER BID TABULATION AND ELECTRONIC BID TABULATION SHALL BE MATERIALLY CONSISTENT AND CONTAIN THE SAME INFORMATION. IN CASE OF DISCREPANCY, THE SIGNED PAPER BID TABULATION SHALL PREVAIL. FAILURE TO SUBMIT AN ELECTRONIC COPY/VERSION OF THE PROVIDED BID TABULATION SHALL BE CAUSE FOR REJECTION OF THE BID.

WEST PALM BEACH

Purchasing Department

Addendum 1
ITB 17-18-118
January 19, 2018

Electric Motor and Pump Repair

Each recipient of this Addendum acknowledges all of the provisions set forth in the Invitation to Bid (ITB) and agrees to be bound by the terms thereof.

This addendum shall modify, clarify, change or add information and become part of the above referenced ITB.

This Addendum shall provide the following information:

- ITB Revisions

The following documents are included with this addendum:

- Addendum 1 ITB 17-18-118
- Revised Contractor's Experience and Knowledge – Form (A1)

Revisions

Revision 1: Item #19 – "Be available to respond to the City's facilities for emergencies with four (4) hours of notification" has been removed from Form (A1) – Contractor's Experience and Knowledge. A revised Form (A1) has been included in this addendum.

Revision 2: Section 1 – Scope of Work 2nd Paragraph: Please delete "Contractor shall hold a Proven Efficiency Verification (PEV) certification."

Revision 3: Please add the following language to Section 1 – Scope of Work, Special Conditions:

5. Direct Orders. Work related to the repair of electric motors and pumps and other emergency-type work or work which, in the City's determination, requires immediate Services, may be ordered by City under the Contract, as needed, without the issuance of a Work Order. All such work shall be performed and invoiced pursuant to the terms of the Contract. Upon completion of each work task, the Contractor will submit an individual invoice of said task indicating the date work was performed, the description of the work, the person performing the work, the hourly rates charged, equipment provided, rate charged for equipment, materials or supplies, in accordance with the Contract.

401 CLEMATIS STREET
P.O. BOX 3366
WEST PALM BEACH, FL 33401
561.822.2100

All of the other information remains the same.

Proposers must acknowledge receipt of this Addendum 1 in the space provided below. This Addendum forms an integral part of the ITB documents and therefore must be executed. *Failure to return this addendum with your **bid submittal** may be cause for disqualification.*

Issued By: City of West Palm Beach
Procurement Division
January 19, 2018

Signed By: _____
Nathaniel P. Rubel
Procurement Supervisor

PROPOSER: Stewart's Electric Motor Works, Inc.

Signed By: _____

Print Name: Paul E. Stewart

Title: Vice President

Date: January 24, 2018

End of Addendum 1

WEST PALM BEACH

City of West Palm Beach **(A1)**

ITB 17-18-118
Contractor's Experience and Knowledge

Contractor Name: Stewrat's Electric Motor Works, Inc.

Contractors Experience and Knowledge:

Bidders shall circle their response to the questions below and submit with their bid. Bidders shall attach documentation requested and are encouraged to attach additional information if applicable. If answering "No" to any of the questions below, please provide justification for consideration.

1. Documented Quality control procedures (Yes) or No (Circle Your Answer)
2. Must have an active annual calibration program for all equipment, meters, hand held tools and any other testing devices used in repairs. This program will be administered by a third party and all calibrations to be traceable to NIST standards. (Yes) or No
3. Have a minimum six (6) foot VPI System capable of holding a vacuum of one (1) Torre for a minimum of five (5) hours and the capability of pressurizing the vessel to 95 pounds per square inch (psi) for a period of eight (8) hours minimum. VPI system to use epoxy resin Class "F" or higher Insulation (Polyester varnish not acceptable) only for medium and low voltage repairs. (Yes) or No
4. Have a minimum 5 foot "Dip Tank" with epoxy resin Class "F" OR HIGHER Insulation (Polyester varnish not acceptable). (Yes) or No
5. Have Dynamic Balancing Machine for balancing rotors, fans, impellers, etc. Balancing machine must be capable of generating a balance report that shows unbalance before and balance after correction, in both planes. Generated report to indicate corrective weight with (in-pounds) units. (Yes) or No
6. Have calibrated vibration equipment for in shop and Field Service vibration analysis. (Yes) or No
7. Have balancing equipment and field service technician for use in Field Service. (Yes) or No
8. Have a trained certified employee with a minimum vibration certification level 1 (copy of certification must be attached). (Yes) or No
9. Have an in house motor test bed used to bolted down motors for testing, must be able to provide test bed mass. (Yes) or No
10. Have the capabilities of running all motors at full rated voltage for extended period of time. (Yes) or No
11. Have voltage capability 0 to 7200 Volts. (Yes) or No
12. Have Core Loss Tester with computer generated reports. (Yes) or No
13. Have Motor Surge Tester and High Pot with computer generated reports. (Yes) or No
14. Have temperature controlled water paralysis burn out oven with chart recorded to record temperature. (Yes) or No
15. Have crane (lifting) capacity to lift any of our equipment. (Yes) or No

16. Have Laser Alignment equipment and technician for Field Service. Yes or No

17. Have full in house machine shop. Yes or No

18. Be available 24/7/365 for emergencies and field service. Yes or No

19. Must be authorized by Underwriters Laboratories (UL) to repair "explosion proof motors" maintaining their UL Certification. Yes or No

WEST PALM BEACH

City of West Palm Beach

(B1)

BID PACKAGE COVER SHEET

ITB 17-18-118 Project Title: Continuing Contract for Electric Motor and Pump Repair

Bidder Company Name: STEWART'S ELECTRIC MOTOR WORKS, INC.

Enclose the following documents:

X	1.	Contractor Experience and Knowledge. (A1)
X	2.	Bid Package Cover Sheet. (B1)
X	3.	Bid (B2) **Must be signed**
X	4.	Schedule of Bid Items (B3) **Must be signed**
N/A	5.	Substitution Sheet (B4). If none, mark "None".
X	6.	Schedule of Subcontractors (B5). If none, mark "None".
N/A	7.	Contractor Verification (B6). Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
X	8.	Reference List (B7)
X	9.	Affidavit of Prime Bidder re Noncollusion (B8). Be sure to sign and notarize the signature.
X	10.	Drug Free Certification (B9)
N/A	11.	Trench Safety Compliance Form (B10)
X	12.	Small Business - Listing of all Small Business Bids (B11)
X	13.	Statement of Small Business Participation (B12) Attach small business certifications.
X	14.	Small Business - Letter of Intent (B13)
X	15.	Small Business - Good Faith Effort (B14) (only if required)
X	16.	Contractor's Material Suppliers (B15)
N/A	17.	Contractor's Existing and Proposed Workload (B16)
N/A	18.	Bid bond or deposit (if required)
X	19.	Equal Benefits Certification (B17)
X	20.	Copies of licenses, certifications and registrations
N/A	21.	Sample of Daily Report

Clearly mark the outside lower left corner of the Envelope with the firm name, Invitation to Bid number and title, and the date and time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING COLOR PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit one (1) original, one (1) electronic version and three (3) photocopies of your Bid package.

AVOID BID REJECTION:
All bids must be submitted on the provided Bid forms (A1 – B17).
Forms B2 and B3 must be signed in ink by an officer authorized to bind the Bidder.
All Forms must be fully completed.

WEST PALM BEACH

City of West Palm Beach

(B2)

BID

ITB 17-18-118

Proposal of: Stewart's Electric Motor Works, Inc.
(Bidder Company Name)

Bid Amount: $_____N/A_____

See Bid Items 1 – 6 on Schedule of Bid Items B3
(Write Dollar Figure Here)

Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. No Lobbying. Proposer acknowledges that contact by a Proposer, or anyone representing a Proposer, regarding this ITB with the Mayor, any City Commissioner, officer, City employee, other than an employee of the West Palm Beach Procurement Division, is grounds for disqualification.

2. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.

3. The Bidder has carefully and to his full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds, if applicable, together with the accompanying plans, and Bidder has read all issued addenda issued.

4. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.

5. There is enclosed a bid guarantee consisting of five percent (5%) of bid price in the amount of $___N/A_____.

6. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Performance Bond, Labor and Material Bond, and Certificate(s) of Insurance immediately after receiving a Notice of Intent to Award, and 2) immediately obtain a Certificate of Registration for engaging in business from the City, as such documents will be required prior to execution of a Contract.

7. Bidder understands that the contract time starts on the date of Notice to Proceed.

8. Bidder furthermore agrees that, in case of failure on his part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the City may withdraw the offer and contract with another bidder and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed and liquidated damages.

9. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a subcontractor or subcontractor on this project.

10. Substantial completion shall be within TBD calendar days. Final completion shall be in TBD calendar days. – To be determined per Work Order

11. Liquidated damages for delay are agreed to be $ 0.00 per calendar day.

12. Small Business participation for this project is 0%.

13. Bidder shall be responsible for all permitting fees and utility service connection fees. For construction of a building, the City shall be responsible for plan and permit review fees through its Construction Services Department.

14. All debris is to be legally disposed of at a licensed disposal site in accordance with city, state, and federal standards.

15. The City reserves the right to select and include one or more alternates in the Project and work.

16. The following officer, director or agent of the Bidder is also an employee of the City of West Palm Beach:

Name	*Address*
NONE	

17. The following employee(s) of the City of West Palm Beach hold, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name	*Address*
NONE	

18. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

19. Bidder acknowledges that ADDENDA NO(S). 1 have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

20. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

21. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Bidder Company Name: Stewart's Electric Motor Works, Inc.

Business Address: (Street, City, State, Zip Code) 8951 Trussway Blvd. Orlando, Florida 32824

State of Incorporated: Florida Telephone: 407-859-1837 Fax: 407-859-2584

BIDDER:

Paul E. Stewart

Signature of Official authorized to bind Bidder.

Print Name: Paul E. Stewart

Title: Vice President

Date: January 11,2018

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

City of West Palm Beach **(B3)**

SCHEDULE OF BID ITEMS

ITB 17-18-118

PROJECT TITLE: Continuing Contract for Electric Motor and Pump Repair

PLEASE SEE EXCEL WORKSHEET ATTACHED.

City of West Palm Beach

(B3)

SCHEDULE OF BID VALUES

ITB 17-18-118

Continuing Contract for Electric Motor and Pump Repair

BID ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
	Labor Rates - Shop		
1	**Straight Time Hours** Straight time is defined as being between the hours of 8:00 a.m. through 5:00 p.m. Monday through Friday.	HR	**$25.00**
2	**Overtime Hours** Overtime is defined as being between the hours of 5:01 p.m. through 7:59 a.m. Monday through Friday and any time Saturday, Sunday or Holidays.	HR	**$25.50**
	Labor Rates - Field		
3	**Straight Time Hours** Straight time is defined as being between the hours of 8:00 a.m. through 5:00 p.m. Monday through Friday.	HR	**$105.00**
4	**Overtime Hours** Overtime is defined as being between the hours of 5:01 p.m. through 7:59 a.m. Monday through Friday and any time Saturday, Sunday or Holidays.	HR	**$105.50**
	Inspection/Diagnosis Charges - Shop		
5	The fixed price to inspect an electric motor or pump to develop a cost estimate for its repair.	EA	**$0.00**
	Parts & Materials		
6	Parts furnished by the Contractor shall be at Contractor's actual cost plus a maximum percentage markup of 5%. Evidence of actual costs shall be required through submittal of actual invoices.	Actual Cost Plus % Markup	**1x5%**

Bidder Company Name; Stewart's Electric Motor Works, Inc.

Signature of Official Authorized to Bind Bidder Paul E. Stewart

Print Name: Paul E. Stewart

Title: Vice President

Date: 01-24-2018

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

END SCHEDULE OF BID ITEMS

BIDDERS: THE CITY HAS PROVIDED AN ELECTRONIC SPREADSHEET FOR BID ITEM TABULATION. IT IS MANDATORY THAT ALL BIDDERS PROVIDE BOTH A SIGNED PAPER BID TABULATION AND ELECTRONIC BID TABULATION. THE ELECTRONIC BID TABULATION SHALL BE SUBMITTED WITH THE PAPER BID TABULATION BY MEANS OF COMPACT DISK, FLASK DRIVE, OR OTHER DIGITAL DATA STORAGE DEVICE. PAPER BID TABULATION AND ELECTRONIC BID TABULATION SHALL BE MATERIALLY CONSISTENT AND CONTAIN THE SAME INFORMATION. IN CASE OF DISCREPANCY, THE SIGNED PAPER BID TABULATION SHALL PREVAIL. FAILURE TO SUBMIT AN ELECTRONIC COPY/VERSION OF THE PROVIDED BID TABULATION SHALL BE CAUSE FOR REJECTION OF THE BID.

WEST PALM BEACH

City of West Palm Beach

(B5)

ITB 17-18-118

SCHEDULE OF SUBCONTRACTORS

Failure to fully complete form may result in bid rejection.
The following is a complete list of all subcontractors utilized for this project:

			Dollar amount of subcontract work $
1.	Murry Logan Construction (company name)	Some on site work if needed (type of work)	Unknow at this time
	313 65th Trail North (address)	561-686-3948 (tel. #)	
	West Palm Beach Fl. 33413 (zip code)	59-1208353 (federal I.D. #)	
2.	Sims Crane Service (company name)	Crane duties (type of work)	Unknow at this time
	596 Thorpe Road (Many locations in Fl.) (address)	407-851-2930 (tel. #)	
	Orlando, Fl. 32824 (zip code)	59-2635880 (federal I.D. #)	
3.	Miami Transfer Co & Fl. Rigging (company name)	On site work if needed (type of work)	Unknow at this time
	9966 Sidney Hayes Rd (Many locations in Fl.) (address)	305-835-8300 (tel. #)	
	Orlando, Fl. 32824 (zip code)	59-1058759 (federal I.D. #)	
4.	Intergrated Vibration Services (company name)	Backup Vibration and alignment (type of work)	Unknow at this time
	2935 West Socrum Loop Rd (address)	813-781-9038 (tel. #)	
	Lakeland, Fl.33810 (zip code)	45-0472854 (federal I.D. #)	
5.	N/A (company name)	(type of work)	$ N/A
	(address)	(tel. #)	
	(zip code)	(federal I.D. #)	

SCHEDULE OF SUBCONTRACTORS (continued if necessary)

6. N/A (company name) _____ (type of work) $ N/A this contract

_____ (address) _____ (tel. #)

_____ (zip code) _____ (federal I.D. #)

7. N/A (company name) _____ (type of work) $ N/A this contract

_____ (address) _____ (tel. #)

_____ (zip code) _____ (federal I.D. #)

8. N/A (company name) _____ (type of work) $ N/A this contract

_____ (address) _____ (tel. #)

_____ (zip code) _____ (federal I.D. #)

9. N/A (company name) _____ (type of work) $ N/A this contract

_____ (address) _____ (tel. #)

_____ (zip code) _____ (federal I.D. #)

Authorized Signature: Paul E Hurst

Note: The above schedule of subcontractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the Engineering and Public Works Department for approval prior to that subcontractor performing any work.

WEST PALM BEACH

City of West Palm Beach

(B7)

ITB 17-18-118

LIST OF REFERENCES

1. Owner's Name & Address: City of Cocoa

Dyal Water Treatment Plant 351 Shearer Blvd. Cocoa, Florida 32922

Project: Motor and Pump repair at Dyal Plant

Contact Person Mr. David Fisher, Superintendent

Telephone: ( ) 321-635-7773 Fax: ( ) _____ E-Mail: dfisher@cocoafl.org

2. Owner's Name & Address: City of West Palm Beach

Public Utilities Department WTR Water Treatment 1009 Banyan Blvd. Wet Palm Beach, Fl. 33401

Project: Motor and Pump repairs

Contact Person Mr. Richard K. Smith Maintenance Supervisor

Telephone: ( ) 561-822-2200 ext.2268 Fax: ( ) 561-822-2286 E-Mail: rksmith@wpb.org

3. Owner's Name & Address: City of Daytona Beach

The City of Daytona Beach Water Treatment Plant 3651 LPGA Blvd. Datona Beach, Fl. 32124

Project: Motor and Pump repair

Contact Person Mr. Mike Burns Maintenance Supervisor III

Telephone: ( ) 386-671-8841 Fax: ( ) _____ E-Mail: burnsmike@codb.us

4. Owner's Name & Address: Orlando Utilities Commission (OUC)

Water Production Division 6113 Pershing Avenue, Orlando Florida 32827

Project: Pump repairs

Contact Person Mr. Eric Jones Supervisor - Water Production

Telephone: ( ) 407-690-5611 Fax: ( ) _____ E-Mail: Ejones@ouc.com

WEST PALM BEACH

(B8)

AFFIDAVIT OF PRIME BIDDER
Re Non-collusion and Public Entity Crime

State of **Florida** }
County of **Orange** }

Paul E. Stewart, being first duly sworn, disposes and says that:
(Name)

1. I am the **Vice President** (Title) of **Stewart's Electric Motor Works, Inc** (Name of Company) the Bidder that has submitted the attached bid;

2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of West Palm Beach or any person interested in the proposed Contract; and

5. The following Officer, director or agent of Bidder is also an employee of the City of West Palm Beach: **None** (if none, write "None").

6. The following employees of the City of West Palm Beach own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: **None** (if none, write "None").

7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) Paul E. Stewart

(Print Name) **Paul E. Stewart**

(Title) **Vice President**

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me this **January ,18,2018** *(Date)*

by: **Paul E. Stewart**

XX who is personally known to me or

_____who has produced _____ as identification

and who did /(did not) take an oath.

_____
Notary Public (print & sign name)

Commission No. _____

Notary Public State of Florida
Bobbie J Stern
My Commission FF 943253
Expires 12/14/2019

WEST PALM BEACH

City of West Palm Beach **(B9)**

DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

Stewart's Electric Motor Works, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under this bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendre* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance, or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Paul E. Stewart
Authorized Signature

Paul E. Stewart
Print Name

January 11,2018
Date

WEST PALM BEACH

Procurement Division/Small Business Program
401 Clematis Street, 3rd Floor
West Palm Beach, Florida 33401-4702
Tel: 561-822-2100
Fax: 561-822-1564
Website: http://wpb.org/Departments/Procurement/Small-Business/Certification

(B11)
Form SB02

Subcontractors Listing

Bidder/Proposer's Name: Stwart's Electric Motor Works, Inc Telephone No. 800-729-0271 /407-859-1837

ITB or RFP Title: Continuing Contract for Electric Motor and Pump Repair ITB or RFP No.: 17-18-118

NOTE: List **all subcontractors** you invited to bid on this project, whether they were selected or not, including those identified on the Schedule of Subcontractors. **Submit this form with your bid.** Use additional sheets if necessary.

	Company Name	Work To Be Performed	Contact Person	Telephone Number
1.	Murray Logan Construction, Inc.	Some difficult on site work only	Edward O'Leary	561-686-3948
2.	Sim's Crane Service	Crane duties if needed	Mr. Schepman	407-851-2930
3.	Intergrated Vibration Services	Back up to vibtation and alignment service	Craig Lightsey	813-781-9038
4.	Miami Transfer Co. Inc & Fl. Rigging	Altenate to Murry Logan	Bill Bruce	305-835-8300
5.				
6.				
7.				
8.				
9.				
10.				

Print Preparer's Name: Paul E. Stewart Title: Vice President

Signature: Paul E. Stewart Date: January 17, 2018

Procurement Division/Small Business Program
401 Clematis Street, 3rd Floor
West Palm Beach, Florida 33401-4702
Tel: 561-822-2100
Fax: 561-822-1564
Website: http://wpb.org/Departments/Procurement/Small-Business/Certification

(B12)
Form SB01

Statement of Small Business Participation

Instructions: List all Small Businesses that will participate on this project/contract. **Only City certified small businesses and Palm Beach County Office of Small Business Assistance (PBC-OSBA) certified Small Businesses can be used to meet the goal** established for this project/contract. **Submit this form with your bid/proposal.**

SECTION I. General Information

Bidder or Proposer's Name: **Stewart's Electric Motor Works, Inc.**

Preparer's Name: **Paul E. Stewart** Title **Vice President**

ITB or RFP Title: **Continuing Contract for Electric Motor and Pump Repair** Project Number: **N/A**

ITB or RFP Number: 17-18-118 SB Goal (if established): **0%**

Total Base Project/Contract Amount: **$ Not applicable**

SECTION II. Small Business Participation

The firm(s) listed below have agreed to participate in this project or contract.

	Subcontractor Name	Item Description or Work/Service to be performed	Dollar Value	Percent of Dollar Value/Base Bid	Percent of Dollar Value Total Bid
1.	N/A		$	%	%
2.	N/A		$	%	%
3.	N/A		$	%	%
4.	N/A		$	%	%
5.	N/A		$	%	%
6.	N/A		$	%	%
TOTAL			$	%	%

Preparer's Signature: Paul E. Stewart Date: **January 11, 2018**

WEST PALM BEACH

Procurement Division/Small Business Program
401 Clematis Street, 3rd Floor
West Palm Beach, FL 33401-4702
Tel. (561) 822-2100
Fax (561) 822-1564
Website: http://wpb.org/Departments/Procurement/Small-Business/Certification

(B13)
Form SB03

Letter of Intent

Instructions: The Bidder/Proposer will complete Section I. The Small Business subcontractor will complete Sections II and III. It is the responsibility of the bidder/Proposer to verify that the undersigned is a City Certified Small Business. **Only City of West Palm Beach or Palm Beach County Office of Small Business Assistance (PBC-OSBA)** certified Small Businesses can be used **to meet the goal** established for this project/contract. This completed form will be required before contract award. **Please note: This form is required for each certified Small Business selected.**

SECTION I. General Information

Proposer's Name: **Stewart's Electric Motor Works, Inc.**

ITB or RFP Title: **Continuing Contract for Electric Motor and Pump Repair**

ITB or RFP Number: 17-18-118

SECTION II. Small Business Participation

The undersigned intends to perform the following work pertaining to the above project:

Item No.	Item Description or Work to be Performed	Contract Amount
		$ TBD
		$ TBD
		$ TBD
		$ TBD

SECTION III. Information on the Small Business

Small Business Name: _____

Preparer's Name: _____ Title: _____

Signature: _____ Date: _____

CONTRACTOR'S MATERIAL SUPPLIERS

List all material suppliers that Bidder intends to use on this project. Include additional pages as required. **Failure to fully and accurately complete this form may result in the disqualification of the Bid.**

Name of Suppliers	Types of Material to be Provided	Total Contract Amount including Sales Tax	Total Sales Tax
Bartlett Bearings	Bearing, sealsm gasket, etc	Unknown	Unknown
EIS	Winding materials	Unknown	Unknown
Essex Brownell	Winding materials	Unknown	Unknown
Alrose Metal	Steel	Unknown	Unknown
Seal Distributor	Pump seals, gaskets	Unknown	Unknown
Augamin LLC	All types of parts electrical and mechanical,	Unknown	Unknown

WEST PALM BEACH

City of West Palm Beach **(B17)**

Equal Benefits Certification

This form must be completed and submitted with your firm's submittal /proposal /bid.

Equal Benefits Ordinance. Section 66-9 of the City's Code of Ordinances provides that, with limited exceptions, when contracting for goods, services or construction in an amount of $50,000 or more, with persons or businesses with five or more employees that also provide benefits to employees' spouses and dependents, the city shall contract only with those persons or businesses that provide equal benefits to employees' domestic partners.

Check only one box below:

☒ **1.** The firm certifies and represents that it will comply during the entire term of the contract with Sec. 66-9 of the City's Code of Ordinances by providing benefits to employees' domestic partners equal to those benefits provided to employees' spouses and dependents; or

☐ **2.** The firm does not need to comply with Sec. 66-9 of the City's Code of Ordinances because of an allowable exemption: (Check exemptions that apply):

____ The firm's price for the contract term awarded is $50,000 or less.
____ The firm employs less than five (5) employees.
____ The firm does not provide benefits to employees' spouses nor employees' dependents.
____ The firm is a government entity.
____ The contract is for the sale or lease of property.
____ Compliance would violate grant requirements or regulations of federal / state law.
____ The contract is an emergency procurement or necessary to respond to an emergency situation.

☐ **3.** The firm does not comply with Sec. 66-9 of the City's Code of Ordinances and does not have an allowable exemption.

I, Paul E. Stewart (Print Name of Authorized Officer), Vice President (Title)

of Stewart's Electric Motor Works, Inc. (Name of Firm)

hereby attest that I have the authority to sign this certification on behalf of the firm and certify that the above information is true, complete and correct.

Signature: Paul E. Stewart

STATE OF Florida

COUNTY OF Orange

Sworn to and subscribed before me this _____ day of _____, 20_____, by

Paul E. Stewart, as an act of Stewart's Electric Motor Works, Inc. (*firm*), who is

personally known to me or produced the following identification: _____.

Notary Signature: Bobbie J Stern

Print Notary Name: Bobbie J. Stern

Commission No. _____

Notary Public State of Florida
Bobbie J Stern
My Commission FF 943253
Expires 12/14/2019

04853 10/19/13

FLORIDA
DEPARTMENT OF REVENUE

Certificate of Registration

DR-11
R. 10/13

Issued Pursuant to Chapter 212, Florida Statutes

58-8012168732-1	06/11/82
Certificate Number	Registration Effective Date

This certifies that

STEWART'S ELECTRIC MOTOR WORKS INC
8951 TRUSSWAY BLVD
ORLANDO FL 32824-7812

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.

POST THIS CERTIFICATE IN A CONSPICUOUS PLACE

Scott Randolph, Tax Collector — Local Business Tax Receipt — Orange County, Florida

This local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2017 **EXPIRES 9/30/2018**

3100	SVC-MOTOR REPAIR	$40.00	20	EMPLOYEE	3200	RETAIL SALES	3100-0022945	$30.00	1	EMPLOYEE

SCOTT RANDOLPH, TAX COLLECTOR • ORANGE COUNTY, FLORIDA

TOTAL TAX	$70.00
REGULATED WASTE	$50.00
PREVIOUSLY PAID	$120.00
TOTAL DUE	$0.00

STEWARTS ELECTRIC MT WKS INC

STEWARTS ELECTRIC MT WKS INC
8951 TRUSSWAY BLVD
ORLANDO FL 32824-7812

8951 TRUSSWAY BV
U - ORLANDO, 32824

PAID: $120.00 0099-00794538 8/10/2017

This receipt is official when validated by the Tax Collector.



AN ADVANCED ENERGY
MOTOR RENEWAL PROGRAM

CERTIFICATE OF PROVEN EFFICIENCY VERIFICATION

Stewart's Electric Motor Works, Inc.

Orlando, Florida

Certification Code: 1207-AO-17

This Facility has demonstrated, through inspection and testing, that it has met Advanced Energy's Proven Efficiency Verification criteria. These criteria were established to distinguish motor repair facilities that have demonstrated the capability to perform repair work of the highest quality.

July 31, 2017

Effective through

Robert K Koger

President and Executive Director, Advanced Energy

EASA ACCREDITED

This Certifies that

Stewart's Electric Motor Works, Inc.

of Orlando, Florida

Has successfully demonstrated via third-party, independent audit that it follows the prescribed good practices to consistently deliver quality electromechanical repairs that maintain or improve AC electric motor efficiency and reliability

This Certificate Expires January 17, 2018

MEMBER 3396
EASA®
The Electro•Mechanical Authority

President & CEO

EASA ACCREDITED MEMBER
COMPLIES WITH
EASA AR100

Technical Associates

TABofC

Board of Certification

Certifies That

Bret McCormick

has successfully completed the requirements for

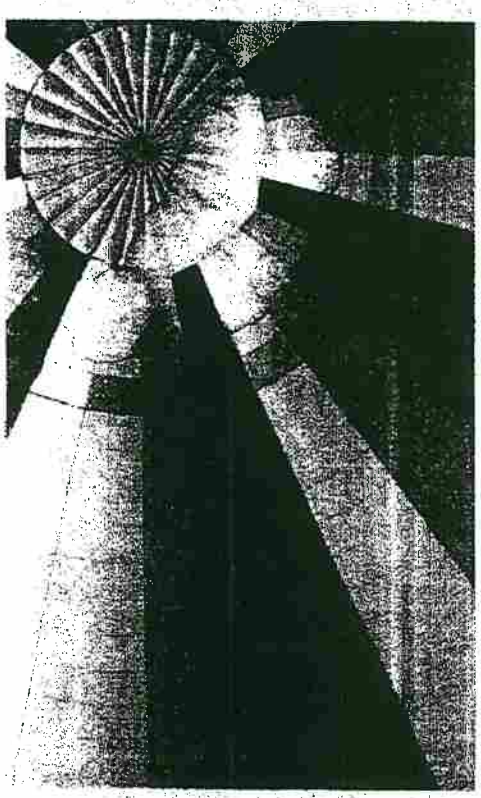
VIBRATION ANALYST: ISO CATEGORY II

TABofC Certification Program for Vibration Analysts complies with the International Organization for Standardization, ISO 18436-2 Standard, Condition Monitoring and Diagnostics of Machines.

May 26, 2017	17/05/26 7800-926 -06	May 26, 202
Date of Examination	*Certificate Number*	*Expiration D*

Technical Associates Board of Certification
1230 West Morehead Street, Suite 400
Charlotte, NC 28208
Tel: (704) 333-9011 Fax: (704) 333-1728

James E. Berry, P.E., Certification M



Alignment Supplies, Inc.

presents

Certificate of Completion

to

Sam Sanchez

For

Easy-Laser

Level 1

Shaft Alignment Training Course

Greg Knitz, President

August 26, 2008

Stewart's
ELECTRIC MOTOR WORKS, INC.
8951 Trussway Blvd, Orlando, FL 32824
Phone: 407-859-1837 / Fax: 407-859-2584

Job Quote

Job Quote No.:	000583
Quote Date:	07/25/19
Page:	1

Sold To:	Customer Number: CI0030 **CITY OF COCOA** ACCOUNTING DIVISION 65 STONE ST COCOA, FL 32922	**Ship To:**	Ship To Number: 000001 **CITY OF COCOA** DYAL WATER TREAT PLANT 28400 ST RD 520 CHRISTMAS, FL 32709

Order	Item # / Description / Notes	Unit Price	Extension
	Nameplate Data:		
	MFG:EM SKID # 3, MODEL #:DeLAVAL PUMP		
	#3, SERIAL #:T-20/18AD, SIZE:EM CLUTCH		
	#3, HP/KW:1000 EM MOTOR #3, PUMP		
	STYLE:ALL ROTATING PARTS, CUST. ID:HIGH		
	SERVICE PUMP #3		
	Special Instructions:		
	WORSE CASE SCENARIO FOR THE		
	REBUILDING OF PUMP, EM CLUTCH		
	AND EM SYCH MOTOR FOR THE		
	HIGH SERVICE PUMP # 3		
	THIS QUOTE INCLUDES A COMBINATION OF		
	THREE QUOTES COMBINED INTO ONE QUOTE FOR		
	PURPOSE OF A PROJECT QUOTE.		
	HIGH SERVICE PUMP STATION # 3		
	SEMW QUOTE # 582 DeLAVAL PUMP REBUILD		79,425.23
	SEMW QUOTE # 552 EM CLUTCH		54,852.50
	SEMW QUOTE # 578 EM 1000HP SYCH MOTOR		110,362.19
	THIS QUOTE IS FOR REBUILDING THE ABOVE		
	EQUIPMENT, NO REMOVAL OR RE-INSTALLATION		
	QUOTED.		

Continued...

(Customer Copy)

Stewart's
ELECTRIC MOTOR WORKS, INC.
8951 Trussway Blvd, Orlando, FL 32824
Phone: 407-859-1837 / Fax: 407-859-2584

Job Quote

Job Quote No.:	000583
Quote Date:	07/25/19
Page:	2

Sold To:	Customer Number: CI0030 **CITY OF COCOA** ACCOUNTING DIVISION 65 STONE ST COCOA, FL 32922	**Ship To:**	Ship To Number: 000001 **CITY OF COCOA** DYAL WATER TREAT PLANT 28400 ST RD 520 CHRISTMAS, FL 32709

Order			Item # / Description / Notes	Unit Price	Extension

Quotation valid for 90 calendar days from the above date.
Total is plus sales tax if applicable.
Based Upon Our Standard Terms And Conditions.

Total	244,639.92

Received By: _____ **Date:** _____

(Customer Copy)

Stewart's
ELECTRIC MOTOR WORKS, INC.
8951 Trussway Blvd, Orlando, FL 32824
Phone: 407-859-1837 / Fax: 407-859-2584

Job Quote

Job Quote No.:	000582
Quote Date:	07/19/19
Page:	1

Sold To:	Customer Number: CI0030 **CITY OF COCOA** ACCOUNTING DIVISION 65 STONE ST COCOA, FL 32922	**Ship To:**	Ship To Number: 000001 **CITY OF COCOA** DYAL WATER TREAT PLANT 28400 ST RD 520 CHRISTMAS, FL 32709

Order	Item # / Description / Notes	Unit Price	Extension
	Nameplate Data:		
	MFG:DeLAVAL, MODEL #:T-20/18AD,		
	TDH:705012		
	Special Instructions:		
	DeLAVAL HIGH SERIVCE PUMP		
	WORSE CASE SCENARIO		
	REBUILD PRICE.		
	PICK UP PUMP & TRANSPORT BACK TO		
	SEMW FACILITY (NO CHARGE)		
	DISMANTLE PUMP (NO CHARGE)		
	ANALYZE UNIT		
	STEAM CLEAN PARTS AS NEEDED		
	BURN OUT BOTH CASSINGS		
	SANDBLAST BOTH CASSINGS		
	SANDBLAST INTERIOR, EXTERIOR,		
	FLANGES, & COLUMN PIPE TO REMOVE		
	RUST AND CONTAMINANTS		
	CHECK/TRUE COLUMN PIPE FLANGE FACES		
	FOR PROPER SEALING		
	APPLY ENECON CHEMCLAD XC TO COLUMN		
	WHICH HAS NSF61 CERTIFICATION FOR USE		
	IN POTABLE WATER		
	INSPECT & REPAIR OR REPLACE PUMP SHAFT		
	INSPECT IMPELLER AND REPAIR AS NEEDED		
	MACHINE/FABRICATE & INSTALL NEW IMPELLER		
	BRASS WEAR RINGS		
	CLEAN ALL PARTS		
	BATHE PUMP CASING IN DENATURIZED		
	ALCOHOL		
	COAT INSIDE OF PUMP CASINGS W/ENECON		

Continued...

(Customer Copy)

Stewart's
ELECTRIC MOTOR WORKS, INC.
8951 Trussway Blvd, Orlando, FL 32824
Phone: 407-859-1837 / Fax: 407-859-2584

Job Quote

Job Quote No.:	000582
Quote Date:	07/19/19
Page:	2

Sold To:	Customer Number: CI0030 **CITY OF COCOA** ACCOUNTING DIVISION 65 STONE ST COCOA, FL 32922	**Ship To:**	Ship To Number: 000001 **CITY OF COCOA** DYAL WATER TREAT PLANT 28400 ST RD 520 CHRISTMAS, FL 32709

Order	Item # / Description / Notes	Unit Price	Extension
	CHEMCLAD XC (FIVE COATS TO ACHIEVE		
	PROPER THICKNESS)		
	COAT IMPELLER WITH ENECON CHEMCLAD XC		
	DYNAMIC BALANCE IMPELLER/ROTATING ASSY.		
	INSTALL & SEAT BABBIT BEARINGS		
	REBABBIT		
	REBABBIT BOTH BEARINGS		
	FACE		
	FACE BOTH SIDES OF BORE		
	PPC SPLIT SEAL		
	5.25" PPC SPLIT SEAL		
	INSTALL SPLIT MECANICAL SEALS		
	FURNISH & INSTALL NEW BOLTS, GASKET &		
	PIPING		
	NON ASB GASKET		
	NON ASBESTOS GASKET SHEET		
	12" FF GASKET		
	GASKET 300LB 1/8 RED RUBBER		
	1/6" NONASB		
	GARLOCK GASKET NON ASBESTOS		
	EYE BOLT		
	FURNISH STEEL EYEBOLT		
	MISC. HARDWARE		
	MISC. BOLT & NUTS		
	ASSEMBLE PUMP		
	APPLY AMBERLOCK 400 SEALING TO THE		
	EXTERIOR FOR RUST PREVENTION		
	PAINT EXTERIOR OF PUMP		
	METALCLAD DURALLOY 1		
	ENECON MELATCLAD DURALLOY 12 X 1KG		
	CHEMCLAD XC (L.GRAY)		
	CHEMCLAD XC LIGHT GRAY (7 KG KIT) CAN		

Continued...

(Customer Copy)

Stewart's
ELECTRIC MOTOR WORKS, INC.
8951 Trussway Blvd, Orlando, FL 32824
Phone: 407-859-1837 / Fax: 407-859-2584

Job Quote

Job Quote No.:	000582
Quote Date:	07/19/19
Page:	3

Sold To:	Customer Number: CI0030 **CITY OF COCOA** ACCOUNTING DIVISION 65 STONE ST COCOA, FL 32922	**Ship To:**	Ship To Number: 000001 **CITY OF COCOA** DYAL WATER TREAT PLANT 28400 ST RD 520 CHRISTMAS, FL 32709

Order	Item # / Description / Notes	Unit Price	Extension
	CHEMCLAD XC (WHITE)		
	CHEMCLAD XC WHITE (7 KG KIT) CAN		
	ECC-600		
	2" BRUSH FOR ENECON		
	MISC. ENECON MATERIA		
	ROLLERS, RAGS, ALCOHOL		
	MISC. MATERIAL		
	MISC. MATERIAL		
	MISC. MACHINE		
	MISC. MACHINE MATERIAL		
	SHIPPING		
	INBOUND		
	GAUGE		
	4" DIAL 1/2 NPT BOT 160PSI		
	304L		
	304L 2"X27" OD CIRCLES STAINLESS		
	GAUGE		
	DIAL 1/2" NPT BOT 100PSI		
	AMERLOCK		
	AMERLOCK 400 - PEARL GRAY		
	TRANSPORT PUMP BACK TO COCOA (NO CHARGE)		
	ESTIMATES NOT TO EXCEED:		
	LABOR 1,120.0 HRS @25/HRS = $28,000.00		
	MATERIALS COST $48,976.40@5%= $51,425.23		
	TOTAL $79,425.23		

Continued...

(Customer Copy)

Stewart's
ELECTRIC MOTOR WORKS, INC.
8951 Trussway Blvd, Orlando, FL 32824
Phone: 407-859-1837 / Fax: 407-859-2584

Job Quote

Job Quote No.:	000582
Quote Date:	07/19/19
Page:	4

Sold To:	Customer Number: CI0030 **CITY OF COCOA** ACCOUNTING DIVISION 65 STONE ST COCOA, FL 32922	**Ship To:**	Ship To Number: 000001 **CITY OF COCOA** DYAL WATER TREAT PLANT 28400 ST RD 520 CHRISTMAS, FL 32709

Order			Item # / Description / Notes	Unit Price	Extension

Total	79,425.23

Quotation valid for 30 calendar days from the above date.
Total is plus sales tax if applicable.
Based Upon Our Standard Terms And Conditions.

Received By: _____ **Date:** _____

(Customer Copy)

Stewart's
ELECTRIC MOTOR WORKS, INC.
8951 Trussway Blvd, Orlando, FL 32824
Phone: 407-859-1837 / Fax: 407-859-2584

Job Quote

Job Quote No.:	000552
Quote Date:	05/16/19
Page:	1

Sold To:	Customer Number: CI0030 **CITY OF COCOA** ACCOUNTING DIVISION 65 STONE ST COCOA, FL 32922	**Ship To:**	Ship To Number: 000001 **CITY OF COCOA** DYAL WATER TREAT PLANT 28400 ST RD 520 CHRISTMAS, FL 32709

Order	Item # / Description / Notes	Unit Price	Extension
	Nameplate Data:		
	KW/HP:97, FRAME:MD537, RPM:0-720,		
	MFG:EM, VOLTS:190, SERIAL #:169160013,		
	TYPE:CLUTCH, ATTACHMENT:PUMP & MOTOR,		
	AMPS:23		
	Special Instructions:		
	WORSE CASE SCENARIO PRICE		
	TO REBUILD EM CLUTCH		
	ELECTRO MACHINERY EDDY CURRENT		
	CLUTCH		
	PICK UP CLUTCH AND TRANSPORT TO SEMW		
	FACILITY (NO CHARGE)		
	DISMANTLE EDDY CURRENT CLUTCH		
	MEASURE MECHANICAL FITS		
	PERFORM ELECTRICAL TEST		
	STEAM CLEAN & BAKE WINDINGS		
	RESIN TREAT ROTOR WINDINGS		
	REMOVE EXCESS RESIN		
	TURN SLIP RINGS		
	CLEAN ALL PARTS		
	DYNAMIC BALANCE ROTOR		
	INSTALL BRUSHES		
	ASSEMBLE		
	PAINT		
	TRANSPORT CLUTCH BACK TO W.T.P		
	FROM SEMW FACILITY (NO CHARGE)		
	BRG-22224		
	SPHERICAL ROLLER BEARING		
	BRG-NU226		
	ROLLER BEARING		

Continued...

(Customer Copy)

Stewart's
ELECTRIC MOTOR WORKS, INC.
8951 Trussway Blvd, Orlando, FL 32824
Phone: 407-859-1837 / Fax: 407-859-2584

Job Quote

Job Quote No.:	000552
Quote Date:	05/16/19
Page:	2

Sold To:	Customer Number: CI0030 **CITY OF COCOA** ACCOUNTING DIVISION 65 STONE ST COCOA, FL 32922	**Ship To:**	Ship To Number: 000001 **CITY OF COCOA** DYAL WATER TREAT PLANT 28400 ST RD 520 CHRISTMAS, FL 32709

Order	Item # / Description / Notes	Unit Price	Extension
	386094		
	FURNISH NEW BRUSHES		
	MISC. MATERIAL		
	MISC. MATERIAL		
	MISC. MACHINE		
	MISC. MACHINE MATERIAL		
	LABOR HRS 520 @$25 = $13,000.00		
	MATERIAL COST $6,526.19 @5% = $6,852.50		
	TOTAL RECONDITION PRICE $ 19,852.50		
	ADDITIONAL WORK AND MATERIALS TO PROVIDE		
	A WORSE CASE SCENARIO QUOTE.		
	FABRICATE SPECIAL PART POLARITY BOX		
	WITH SWITCH MOUNTED ON CLUTCH ENCLOSURE		
	FABRICATE SPECIAL PART QUICK AXCESS PORT		
	TO BRUSH RIGGING & BRUSHES		
	LABOR - MACHINE SHOP REMOVE SLIP RINGS		
	PRESS OFF RINGS & TOOTH GEAR		
	LABOR - MACHINE SHOP REMOVE ROTOR POLES		
	PRESS OFF POLES PIECES FROM ROTOR SPIDER		
	LOADING UNLOADING POLE PIECES INTO CLEAN		
	OVENS TO REMOVE VARNISH		
	RECORD REWIND DATA AS RECEIVED FOR EACH		
	STRIP OUT POLE COIL WINDINGS		
	CLEAN PARTS POLE PIECES WITH STEAM		
	FABRICATE SPECIAL PART TO MOUNT POLES		
	PIECES INTO WINDING MACHINE		
	REWIND CLUTCH POLE PIECE (10 TOTAL)		
	RESIN TREAT EACH POLE WINDINGS		
	LABOR - MACHINE SHOP RE-INSTALL POLE		
	PIECES ONTO ROTOR SPIDER, PRESS ON		

Continued...

(Customer Copy)

Stewart's
ELECTRIC MOTOR WORKS, INC.
8951 Trussway Blvd, Orlando, FL 32824
Phone: 407-859-1837 / Fax: 407-859-2584

Job Quote

Job Quote No.:	000552
Quote Date:	05/16/19
Page:	3

Sold To:	Customer Number: CI0030 **CITY OF COCOA** ACCOUNTING DIVISION 65 STONE ST COCOA, FL 32922	**Ship To:**	Ship To Number: 000001 **CITY OF COCOA** DYAL WATER TREAT PLANT 28400 ST RD 520 CHRISTMAS, FL 32709

Order	Item # / Description / Notes	Unit Price	Extension
	CONNECT POLE PIECES AND INSTALL LEADS		
	LABOR - MACHINE SHOP INSTALL SLIP RINGS		
	& TOOTH GEAR PRESS ONTO SHAFT		
	CONNECT ROTOR POLES TO BRUSH RIGGINGS		
	NEW SLIP RINGS		
	PROVIDE NEW SS RINGS		
	WIND		
	WINDING MATERIALS TO REWIND POLE PIECES		
	MISC. MATERIAL		
	MISC. MATERIAL USED AND DISPOSABLES		
	FOR ADDITIONAL WORK SCOPE		
	MISC. MACHINE		
	MISC. MATERIAL USED IN MACHIN SHOP		
	FOR ADDITIONAL WORK SCOPE		
	SHIPPING		
	SHIPPING FOR PARTS		
	ADDITIONAL WORK & LABOR		
	LABOR 950 HRS @ $25 = $23,750.00		
	MATERIALS COST$10,714.29 @5% =$11,250.00		
	TOTAL ADDITIONAL $35,000.00		
	WORSE CASE SCENARIO PRICE $ 54,852.50		

Total	54,852.50

Quotation valid for 30 calendar days from the above date.
Total is plus sales tax if applicable.
Based Upon Our Standard Terms And Conditions.

Received By: _____ **Date:** _____

(Customer Copy)

Stewart's
ELECTRIC MOTOR WORKS, INC.
8951 Trussway Blvd, Orlando, FL 32824
Phone: 407-859-1837 / Fax: 407-859-2584

Job Quote

Job Quote No.:	000578
Quote Date:	07/02/19
Page:	1

Sold To:	Customer Number: CI0030 **CITY OF COCOA** ACCOUNTING DIVISION 65 STONE ST COCOA, FL 32922	**Ship To:**	Ship To Number: 000001 **CITY OF COCOA** DYAL WATER TREAT PLANT 28400 ST RD 520 CHRISTMAS, FL 32709

Order	Item # / Description / Notes	Unit Price	Extension
	Nameplate Data:		
	HP:1000, FRAME:4500, RPM:900,		
	MFG:ELECTRIC MACHINERY, VOLTS:4000,		
	SERIAL #:369160011, TYPE:SYNC MOTOR,		
	ENCL:AIR BOX VE, AMPS:113, SVC		
	FACTOR:1.15		
	Special Instructions:		
	SYNCHRO-PAC		
	BRUSHLESS SYNCHRONOUS MOTOR		
	PROVIDE WORSE CASE SCENARIO		
	PRICING FOR REBUILDING MOTOR		
	PICK UP MOTOR FROM PLANT: (NO CHARGE)		
	PERFORM INCOMING ELECTRICAL TEST		
	AND RECORD DATA		
	INSPECT AND TAKE INCOMING PICTURES		
	DISMANTLE NO CHARGE		
	ANALYZE UNIT		
	STEAM CLEAN STATOR		
	BAKE DRY STATOR WINDINGS		
	STEAM CLEAN & BAKE EXCITER COMPONENTS		
	BAKE DRY EXCITER COMPONENTS		
	PERFORM ELECTRICAL TEST ALL WINDINGS		
	MEASURE ALL MECHANICAL FITS & RECORD		
	RESIN TREAT STATOR WINDINGS		
	RESIN TREAT ROTOR WINDINGS		
	RESIN TREAT ALL ELECTRICAL WINDINGS		
	USING CLASS H EPOXY RESIN		
	REMOVE EXCESS RESIN		
	DYNAMIC BALANCE ROTOR		
	FURNISH & INSTALL STANDARD BEARINGS		

Continued...

(Customer Copy)

Stewart's
ELECTRIC MOTOR WORKS, INC.
8951 Trussway Blvd, Orlando, FL 32824
Phone: 407-859-1837 / Fax: 407-859-2584

Job Quote

Job Quote No.:	000578
Quote Date:	07/02/19
Page:	2

Sold To:	Customer Number: CI0030 **CITY OF COCOA** ACCOUNTING DIVISION 65 STONE ST COCOA, FL 32922	**Ship To:**	Ship To Number: 000001 **CITY OF COCOA** DYAL WATER TREAT PLANT 28400 ST RD 520 CHRISTMAS, FL 32709

Order	Item # / Description / Notes	Unit Price	Extension
	ASSEMBLE SYNCRONOUS MOTOR		
	TEST RUN MOTOR		
	PERFORM VIBRATION ANALYSIS		
	PAINT PER CUSTOMER SPECIFICATIONS		
	DELIVERY UNIT BACK TO PLANT (NO CHARGE)		
	PROVIDE FINAL REPORT WITH DELIVERY AS		
	AS A DIGITAL COPY TO ALL PARTIES		
	BEARING		
	STANDARD BEARING		
	BEARING		
	STANDARD BEARING		
	MISC. MATERIAL		
	MISC. MATERIAL		
	LABOR HRS 550 AT $25.00/HR = $13,75.00		
	MATERIALS COST $7,730.78 @5%=$8,117.32		
	TOTAL RECONDITION PRICE: $21,867.32		
	ALL WORK PERFORMED WITH		
	PEV (PROVEN EFFICIENCY VERIFICATION)		
	PROCESSES AND PROCEDURES.		
	ADDTIONAL PRICE FOR STATOR REWIND:		
	PERFORM CORE LOSS TEST		
	HEAT CLEAN STATOR		
	USING A TEMPERATURE CONTROLLED OVEN		
	WITH CALIBRATED CHART RECORDER		
	STRIP OUT WINDINGS		
	PERFORM CORE LOSS TEST		
	REWIND STATOR		
	PERFORM ELECTRICAL VERIFICATION TEST		
	VPI STATOR WINDINGS USING CLASS H EPOXY		
	BAKE CURE STATOR WINDINGS		

Continued...

(Customer Copy)

Stewart's
ELECTRIC MOTOR WORKS, INC.
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Job Quote

Job Quote No.:	000578
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Order	Item # / Description / Notes	Unit Price	Extension
	REMOVE EXCESS RESIN		
	FORM COILS		
	PROVIDE FORM COILS AS PER SPECIFICATION		
	WIND		
	WINDING MATERIAL		
	LABOR HRS 880@$25.00 = $ 22,000.00		
	MATERIAL COST $17,208.10 @ 5%=$18,068.50		
	STATOR REWIND PRICE: $40,068.50		
	ADDITIONAL PRICE FOR ROTOR REWIND		
	HEAT CLEAN ROTOR POLES		
	USING A TEPERATURE CONTROLLED OVEN		
	WITH CALIBRATED CHART RECORDER		
	STRIP OUT ROTOR POLES		
	REWIND ROTOR		
	VPI ROTOR USING CLASS H EPOXY RESIN		
	BAKE CURE ROTOR		
	REMOVE EXCESS RESIN		
	COILS		
	PROVIDE COILS AS PER SPECIFICATION		
	WIND		
	WINDING MATERIAL		
	LABOR HRS 1,250 @$25.00 = $31,250.00		
	MATERAL COST $16,358.45 @5%=$17,176.37		
	ROTOR REWIND PRICE: $48,426.37		
	TOTAL WORSE CASE SCENARIO PRICE		
	LABOR 2,680 HRS @$25.00 = $67,000.00		
	MATERIAL COST $ 41,297.33 @5% $43,362.19		
	TOTAL PRICE $110,362.19		
	PLEASE NOTE THAT ALL SPECIFICATIONS		

Continued...

(Customer Copy)

Stewart's
ELECTRIC MOTOR WORKS, INC.
8951 Trussway Blvd, Orlando, FL 32824
Phone: 407-859-1837 / Fax: 407-859-2584

Job Quote

Job Quote No.:	000578
Quote Date:	07/02/19
Page:	4

Sold To:	Customer Number: CI0030 **CITY OF COCOA** ACCOUNTING DIVISION 65 STONE ST COCOA, FL 32922	**Ship To:**	Ship To Number: 000001 **CITY OF COCOA** DYAL WATER TREAT PLANT 28400 ST RD 520 CHRISTMAS, FL 32709

Order	Item # / Description / Notes	Unit Price	Extension
	ARE TO THE IEEE95 AND IEEE112		
	AS WELL AS OUR PROPRIETARY PROCESS		
	TO PROLONG THE LIFE ON YOUR UNIT.		
	ALSO NOTE THAT OUR RESIN IS TESTED		
	ON A MONTHLY BASIS TO CHECK FOR		
	CORRECT VESCOSITY AND PERFORMANCE.		

Total	110,362.19

Quotation valid for 30 calendar days from the above date.
Total is plus sales tax if applicable.
Based Upon Our Standard Terms And Conditions.

Received By: _____ **Date:** _____

(Customer Copy)

City of West Palm Beach (B3)

SCHEDULE OF BID VALUES

ITB 17-18-118

Continuing Contract for Electric Motor and Pump Repair

BID ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
	Labor Rates - Shop		
1	**Straight Time Hours** Straight time is defined as being between the hours of 8:00 a.m. through 5:00 p.m. Monday through Friday.	HR	**$25.00**
2	**Overtime Hours** Overtime is defined as being between the hours of 5:01 p.m. through 7:59 a.m. Monday through Friday and any time Saturday, Sunday or Holidays.	HR	**$25.50**
	Labor Rates - Field		
3	**Straight Time Hours** Straight time is defined as being between the hours of 8:00 a.m. through 5:00 p.m. Monday through Friday.	HR	**$105.00**
4	**Overtime Hours** Overtime is defined as being between the hours of 5:01 p.m. through 7:59 a.m. Monday through Friday and any time Saturday, Sunday or Holidays.	HR	**$105.50**
	Inspection/Diagnosis Charges - Shop		
5	The fixed price to inspect an electric motor or pump to develop a cost estimate for its repair.	EA	**$0.00**
	Parts & Materials		
6	Parts furnished by the Contractor shall be at Contractor's actual cost plus a maximum percentage markup of 5%. Evidence of actual costs shall be required through submittal of actual invoices.	Actual Cost Plus % Markup	**1x5%**

Bidder Company Name; Stewart's Electric Motor Works, Inc.

Signature of Official Authorized to Bind Bidder Paul E. Stewart

Print Name: Paul E. Stewart

Title: Vice President

Date: 01-24-2018

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

END SCHEDULE OF BID ITEMS

BIDDERS: THE CITY HAS PROVIDED AN ELECTRONIC SPREADSHEET FOR BID ITEM TABULATION. IT IS MANDATORY THAT ALL BIDDERS PROVIDE BOTH A SIGNED PAPER BID TABULATION AND ELECTRONIC BID TABULATION. THE ELECTRONIC BID TABULATION SHALL BE SUBMITTED WITH THE PAPER BID TABULATION BY MEANS OF COMPACT DISK, FLASK DRIVE, OR OTHER DIGITAL DATA STORAGE DEVICE. PAPER BID TABULATION AND ELECTRONIC BID TABULATION SHALL BE MATERIALLY CONSISTENT AND CONTAIN THE SAME INFORMATION. IN CASE OF DISCREPANCY, THE SIGNED PAPER BID TABULATION SHALL PREVAIL. FAILURE TO SUBMIT AN ELECTRONIC COPY/VERSION OF THE PROVIDED BID TABULATION SHALL BE CAUSE FOR REJECTION OF THE BID.

Legislation Details (With Text)

File #:	19-454	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	9/20/2019			**In control:**	City Council
On agenda:	10/9/2019			**Final action:**	
Title:	Approve a Piggyback of Brevard County RFP #P-6-16-02 with Trane Building Services of Maitland, Florida for HVAC Maintenance and Repair Services at the Dyal Water Treatment Plant (WTP). (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Trane Pricing & Acceptance.pdf Trane - Equipment Coverage & Services.pdf Trane - Full Service Agreement.pdf Trane - Appendix Safety Customer Service Flows.pdf BCFM -Trane Countywide HVAC Maintenance Repair Services Agreement 2016 - Fully Executed.pdf FW_ Authorization to Piggyback RFP P-6-16-02 .pdf P61602NOA (002).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 20, 2019
Agenda Date: October 9, 2019
Prepared By: David Fisher, Dyal WTP Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Piggyback of Brevard County RFP #P-6-16-02 with Trane Building Services of Maitland, Florida for HVAC Maintenance and Repair Services at the Dyal Water Treatment Plant (WTP)

BACKGROUND:

Trane is the only HVAC Company that can perform authorized service and repairs to the existing Trane HVAC equipment and Tracer Summit building automation system. Staff wishes to utilize the Brevard County RFP #P-6-16-02 contract for the procurement of preventative maintenance of the Dyal plant's chillers, cooling towers, air handlers and building automation systems.

The Dyal WTP's quarterly repair and maintenance services are in excess of the City Manager's signing authority for FY20 ($64,700). Therefore, staff requests City Council approval to piggyback Brevard County's contract for HVAC repair and maintenance services from Trane Building Services of Maitland, Florida.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
Amount Requested	$64,700
Account Number	421-4020-536.46-00
Account Name	Repairs & Maintenance
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve a Piggyback of Brevard County RFP #P-6-16-02 with Trane Building Services of Maitland, Florida for HVAC Maintenance and Repair Services at the Dyal Water Treatment Plant (WTP)

TRANE SERVICE AGREEMENT FOR BAS AND HVAC EQUIPMENT

Pricing and Acceptance

Attention:
Tim Dyar
Chief of Maintenance

Site Address:
Claude H. Dyal Water Treatment Plant
28400 State Road 520
Christmas, FL 32709

Trane Service Agreement

This Service Agreement for Building Automation System and equipment consists of the pages beginning with the page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Customer over non-contract customers.

Term

The initial term of this Service Agreement is one (1) year, beginning **October 01, 2019** and expiring **September 30, 2020.** However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below. Following expiration of the initial term on September 30, 2018, this Agreement shall renew automatically for successive periods of one (1) year until terminated as provided herein.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Term	Annual Amount USD	Payment Term
Oct 1, 2019 – Sept 30, 2020	$64,700*	Quarterly

**** The above pricing is based upon the Brevard County Facilities Management Request for Proposal for Countywide HVAC Maintenance & Repair Services (RFP # P-6-16-02).***

☐ A one-time 3.00 % discount is offered for full payment of one year in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. Please check the box for this option.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

Submitted By: **Jason Aki**
Cell: (321) 228-8865
Office: (407) 660-1111
Proposal Date: September 19, 2019

_____

CUSTOMER ACCEPTANCE

_____
Authorized Representative

_____
Printed Name

Title _____

Purchase Order _____

Acceptance Date _____

TRANE ACCEPTANCE
Trane U.S. Inc.

_____
Authorized Representative

_____
Title

_____
Signature Date

WE MAKE BUILDINGS WORK BETTER FOR LIFE.™

TRANE SERVICE AGREEMENT FOR BAS AND HVAC EQUIPMENT

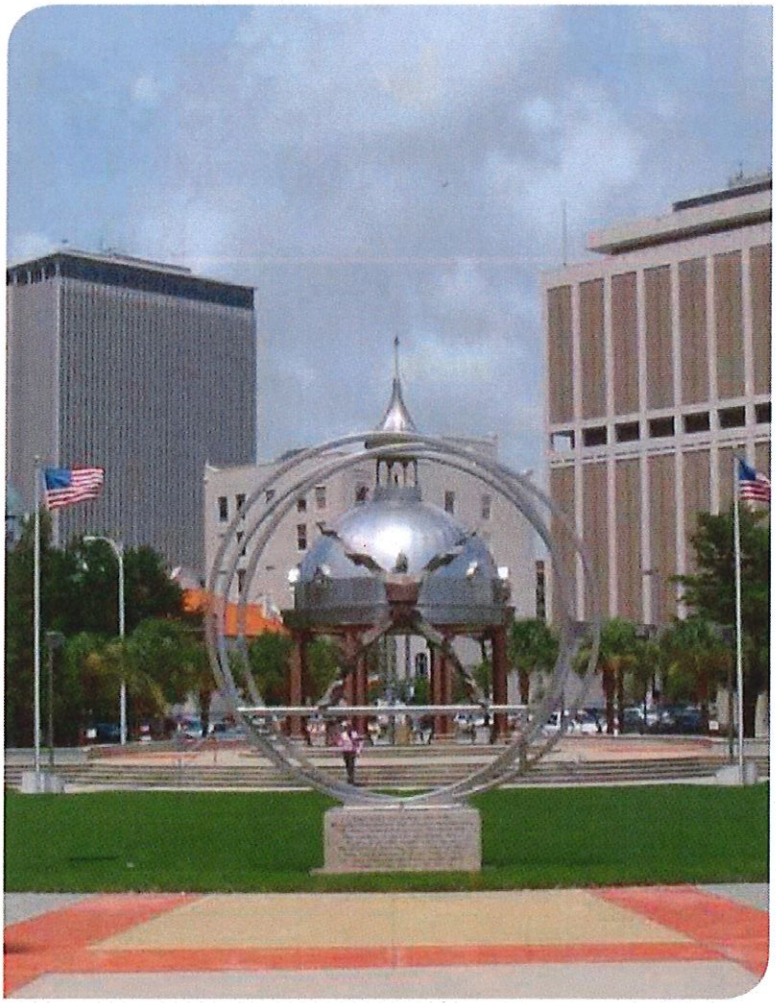
Equipment Coverage and Services

Equipment Tag / Type	Model Number	Serial Number
CHILLER #1	RTAA1004XJ01B3C0BFGQ	U98C06633
CHILLER #2	RTAA1004XJ01B3C0BFGQ	U98C06634
CHILLED WATER AHU #1 (Ozone Bldg)	39SHK09BXLL63MB5XF	1714R43535
CHILLED WATER AHU #2 (Ozone Bldg)	39SHK09BXLL63MB5XF	1714R43534
AIR HANDLING UNIT 5T (Main Bldg)	TWE060A100EL	9352PC1BD
AIR HANDLING UNIT 10T (Main Bldg)	TWE120B300EL	8402L2LBD
AIR HANDLING UNIT 10T (Main Bldg)	TWE120B300EL	8435LMKBD
AIR HANDLING UNIT 2.5T (Main Bldg)	CBX40UHV-30-230-6-03	1613L08706
CONDENSING UNIT (Main Bldg)	2TWA3060A4000AA	9351Y122F
CONDENSING UNIT (Main Bldg)	2TWA3060A4000AA	9351Y3M2F
CONDENSING UNIT (Main Bldg)	2TWA3060A4000AA	9351Y4G2F
CONDENSING UNIT (Main Bldg)	2TWA3060A4000AA	9352LAT2F
CONDENSING UNIT (Main Bldg)	2TWB3060A1000AA	93333GG2F
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ROOFTOP PACKAGE UNIT (Main Bldg – MCC)	TSC120E4R	103411365L
AIR HANDLING UNIT (Wewahootee Plant)	WBEA-21	TM239603883
CONDENSING UNIT (Wewahootee Plant)	2TTB2042A1000	4243SHP3I
AIR HANDLING UNIT (Wewahootee Plant)	WBEA-14	TM079600571
CONDENSING UNIT (Wewahootee Plant)	TTB024C100A2	5295PS95F
MINI-SPLIT SYSTEM (Wewahootee Plant)	RAV-SP180KRT-UL	32600031
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CONDENSING UNIT	TTP024C100A3	N082TBFUE
AIR HANDLING UNIT	TWE030C140F1	N29348XIV
CONDENSING UNIT	TTP030C100A0	N263YFXFF
AIR HANDLING UNIT	TWE018C14FA0	N301WKWIV
CONDENSING UNIT	TTP018C100A2	N283P8RFF
AIR HANDLING UNIT	TWE024C14FA0	N301WMXIV
CONDENSING UNIT	TTP024C100A3	N2912Y3FF
AIR HANDLING UNIT	TWE024C14FA0	N301WN7IV
CONDENSING UNIT	TTP024C100A3	N291M9YFF
BARD ROOFTOP PACKAGE UNIT	P1130A1	172N991297497-1
CONDENSING UNIT (Taylor Creek)	TTP024C100A3	N284TPKFF
AIR HANDLING UNIT (Taylor Creek)	TWE030C140F1	N29348A1V
CONDENSING UNIT (Filter Gallery)	TTA120D400	12282T54YA
AIR HANLDING UNIT (Filter Gallery)	TWE120D300	13171K6WBA
CONDENSING UNIT (Filter Gallery)	TTA120D400	1231569DYA
AIR HANLDING UNIT (Filter Gallery)	TWE120D300	13171LC3BA
Mini-Split Systems	Qty. 3	

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Trane Service Agreement

BAS and HVAC Equipment



SERVICE PROPOSAL FOR:
Tim Dyar
Chief of Maintenance

SITE ADDRESS:
Claude H. Dyal Water Treatment Plant
28400 State Road 520
Christmas, FL 32709

LOCAL TRANE OFFICE:
Trane U.S. Inc.
2301 Lucien Way, Suite 430
Maitland, FL 32751

LOCAL TRANE REPRESENTATIVE:
Jason Aki
Cell: (321) 228-8865
Office: (407) 660-1111

AGREEMENT NUMBER:
773

PROPOSAL ID:
2518235

DATE:
September 19, 2019

Term: October 1, 2019 – September 30, 2020

WE MAKE BUILDINGS WORK BETTER FOR LIFE.™

TRANE SERVICE AGREEMENT FOR BAS AND HVAC EQUIPMENT

Executive Summary

Thank you for choosing Trane Building Services as your provider for integrated HVAC equipment and building automation system (BAS) support.

HVAC equipment is driven by the building automation system; its operation is inextricably connected and responsible for creating building environments that play an important role in an organization's success. Optimal temperature, humidity, air quality and energy efficiency contribute to a number of objectives: Occupant comfort, productivity, quality control and operational cost savings, to name a few.

Like most technology and equipment, integrated building systems need professional attention to sustain peak performance. Proactive maintenance prevents unplanned and disruptive downtime. This Trane Service Agreement—implemented by Trane professionals who are knowledgeable in both HVAC equipment and control systems—offers many benefits:

- **Sustainability** – Improving operational integration between HVAC equipment and BAS reduces energy consumption, thereby lessening your carbon impact and advancing your sustainability goals.

- **Peace of mind** – Continuous review and analysis sustains peak performance over the long term and helps prevent system failures. Back-up plans built into this agreement are designed to restore data and reboot systems quickly in an emergency situation. 24/7 monitoring through the Intelligent Services Center enables Trane to detect potential problems, avoid downtime, and keep your organization productive and profitable.

- **A stronger bottom line** – Excessive energy consumption and emergency repairs erode your bottom line. Planned service typically pays for itself through energy and operational cost savings.

- **Operational consistency and continuous improvement** – Exclusive, optional aspects of this Service Agreement leverage Trane Intelligent Services (TIS), a revolutionary integration of technology and Trane professionals. TIS gathers active intelligence from your building's data, allowing Trane to identify what must be done to improve system performance and sustain the conditions that contribute to the mission of your organization.

We are committed to maintaining the integrated HVAC equipment and BAS that enable your building to achieve higher levels of performance. The details of that commitment are provided in the following pages.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO WORKING WITH YOU.

TRANE SERVICE AGREEMENT FOR BAS AND HVAC EQUIPMENT

Added Value

Proper maintenance can save an estimated 12-18%* of your budget compared to a run-to-fail approach. A comprehensive BAS and HVAC Equipment Service Agreement is structured to help you manage your lifecycle costs and capture those savings.



Research has shown that regular maintenance can:

Cut unexpected breakdowns by	70-75%*
Reduce downtime by	35-45%*
Lower equipment repairs and maintenance costs by	25-30%*
Reduce energy consumption by	5-20%*

*Source: FEMP O&M Guide - August 2010

In addition to financial value, when you partner with Trane you can expect:

Contract and Financial Benefits

Assigned Service Team - Your service team will consist of a professional Service Coordinator, Service Technicians and an Account Manager, all with extensive HVAC and BAS experience. Our technicians have a thorough understanding of building automation systems and the associated controls, along with heating, refrigeration and airside systems.

Priority Response - As a Trane Service Agreement customer, you will receive service priority over time and materials customers.

Automated Scheduling System - Trane utilizes a computerized scheduling program to ensure help that all services included in the agreement are performed as stated.

Financial Benefits - The implementation of the support agreement from Trane can help control the costs of operating your building in several ways: Lower energy consumption; reduction in the costs and disruptions caused by downtime; planned, budgeted and controlled operating costs; and reduced maintenance. All of these benefits can be gained through a structured contract for support.

Superior Service Delivery

Trane's original equipment manufacturer (OEM) Service Delivery Process -
Ensures consistent quality through:

- Focus on building environments
- Uniform service delivery
- Pre-job parts planning
- Documented work procedures
- Efficient and economical delivery of services
- Emphasis on Safety

Service Work Flow - Trane utilizes an industry-exclusive service flow process that includes detailed procedures and identified steps for: safety, parts, materials, tools and sequence for execution. Trane procedures also include steps for safety, quality control, work validation, and environmental compliance.

This process assures a complete service event. No critical steps are skipped or lost. Systems serviced in this way offer a higher degree of reliability and operational longevity. These exclusive service procedures deliver superior service and most reliable outcomes at the most cost-effective price.

Where applicable, the Trane service process meets or exceeds ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems.

Knowledge Transfer

Documentation - Work performed on your equipment will be documented by the technician and reviewed with you at the completion of each visit.

Operational System Optimization - Trane Service Technicians will review operating sequences and practices for the equipment covered by the agreement and advise you of operational improvement opportunities.

Training for Facility Staff – Operator training and coaching is available per the service agreement. Additional training can be customized to meet your site specific needs.

Health and Safety

Safety Management Program - Trane Building Services employs several full time Occupational Safety and Health Administration (OSHA) 30-hour certified safety managers who are available to perform safety consultations relating to the service performed at your site. Our Safety Management Program includes monthly safety training for all Trane Building Services field personnel, field supervisor jobsite audits, technician job safety analyses and other key risk assessments and control strategies.

Personal Safety - Trane service technicians are, at a minimum, OSHA 10-hour certified, or equivalent with yearly retraining on all key occupational safety and health topics. Many of our technicians have participated in "Smith Safe" driver training and some are Department of Transportation (DOT) Hazmat certified. They are provided with up-to-date personal protective equipment (PPE), training on its use and limitations, and FR protective apparel. Trane maintains an industry-leading position in National Fire Protection Agency (NFPA) 70E Electrical Safety, technician ergonomics and fall protection programs.

Drug-Free Workplace - Trane Building Services maintains a Drug-Free Workplace, with a robust drug and alcohol testing program.

TRANE SERVICE AGREEMENT FOR BAS AND HVAC EQUIPMENT

The Agreement

SERVICE PROPOSAL FOR:
Tim Dyar
Chief of Maintenance

SITE ADDRESS:
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28400 State Road 520
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LOCAL TRANE OFFICE:
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2301 Lucien Way, Suite 430
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LOCAL TRANE REPRESENTATIVE:
Jason Aki
Cell: (321) 228-8865
Office: (407) 660-1111

AGREEMENT NUMBER:
773

DATE:
September 19, 2019

Scope of Services – Standard Inclusions

The following services are included in your building automation service agreement with Trane (check all that apply*):

Services Included*	Labor and Materials for Covered Equipment
X	**Scheduled Maintenance Labor**
X	**Scheduled Maintenance Parts and Materials**
X	**Repair Labor**
X	**Repair Parts and Materials**
	Overtime Repair Labor
	Emergency On-Site Services
	Other

** Please see the following pages for the Equipment List and Schedule of Services completed during each inspection.*

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TRANE SERVICE AGREEMENT FOR BAS AND HVAC EQUIPMENT

Building Automation System - Standard Inclusions

Trane VariTrac System (Main Building)

System Analysis and Review

Trane will review the building automation system to minimize software problems identify and correct programming errors, failed points, points in alarm and points that have been overridden. Software optimization improves system efficiency, assures compliance to specified conditions, and reduces the risk of costly and disruptive system problems. Regularly scheduled on-site visits by Trane technicians also provide the opportunity to meet with on-site operators, review the system and address any questions or concerns they may have.

Tracer Database Backup

Throughout the year, changes are continuously being made to the database in response to energy efficiency, occupant comfort or operator interface issues. Trane maintains current and archived backups of primary controller database to expedite system recovery and restoration to the last known set-up following a catastrophic event.

Software Service Pack Updates

The latest service pack updates will be downloaded and installed to the existing software version when available. This assures the software is always up to date with the current versions that enhance usability and functionality.

Control Loop Tuning

Loop Tuning assures the system is operating at peak performance for the upcoming season. Operators may make manual changes during the heating or cooling season to accommodate current comfort requirements. During Control Loop Tuning, any changes that were made in previous months are reviewed and adjusted to accommodate changing seasonal conditions. The operation of mechanical loop components is verified, as well.

Sequence of Operation Verification

Sequence of Operation Verification assures the system is operating as intended. During this assessment, unreleased manual overrides are discovered, scheduling discrepancies are corrected, and appropriate set point values are evaluated.

Operator Coaching

During regularly scheduled visits, Trane technicians will work with on-site operators to develop their skills and proficiencies to help ensure they understand how to effectively use the system.

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TRANE
Building Services

Repair and Replacement Parts and Labor

Trane will provide labor and/or materials to repair or replace failed or worn specified components of the BAS to maintain peak operating condition, and to reduce the financial burden of unexpected replacement and emergency repairs. Suspected faulty components may be repaired or replaced to proactively avert system interruptions.

Emergency On-site Response

With emergency on-site response, Trane responds to emergency service requests with a physical presence at the facility. Depending on the specific contractual coverage, the on-site dispatch will either be covered under the terms of the agreement or treated as a billable service call.

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TRANE SERVICE AGREEMENT FOR BAS AND HVAC EQUIPMENT

HVAC Equipment - Standard Inclusions

Refrigerant Management

- Refrigerant Replacement at **0%** of Charge per unit per year
- Trane Technicians will capture and track all refrigerant activity performed by Trane for each piece of Covered Equipment
- Refrigerant Usage Reports can be generated annually

Scheduled Maintenance

Scheduled number of specific service events and associated labor performed during Trane normal business hours as outlined in the Equipment Coverage and Services section of this Agreement. Basic materials and supplies determined necessary by the Trane Technician for the normal performance of Scheduled Maintenance are covered by the annual fee and include grease, cleaning solvents, and wiping cloths.

Laboratory Analysis

The Trane Chemical Laboratory performs routine analysis and trending of oil, absorption solutions, and refrigerants as required. Equipped with this knowledge and Trane's extensive experience we can identify and head off potential systems failures more definitively than service providers who depend on third party testing laboratories.

Specified System Repair Coverage

Covers the cost of all required repairs to maintainable components on the systems specified during Trane normal business hours. Non-specified equipment repairs will be invoiced separately on a time and materials basis.

Overtime repair labor for emergency failures (outside of Trane regular business hours) will be invoiced separately on a time and materials basis.

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TRANE SERVICE AGREEMENT FOR BAS AND HVAC EQUIPMENT

Equipment Coverage and Services

Equipment Tag / Type	Model Number	Serial Number
CHILLER #1	RTAA1004XJ01B3C0BFGQ	U98C06633
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Mini-Split Systems	Qty. 3	

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TRANE SERVICE AGREEMENT FOR BAS AND HVAC EQUIPMENT

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**** The above pricing is based upon the Brevard County Facilities Management Request for Proposal for Countywide HVAC Maintenance & Repair Services (RFP # P-6-16-02).***

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Submitted By: **Jason Aki**
Cell: (321) 228-8865
Office: (407) 660-1111
Proposal Date: September 19, 2019

_____

CUSTOMER ACCEPTANCE

_____
Authorized Representative

_____
Printed Name

Title _____

Purchase Order _____

Acceptance Date _____

TRANE ACCEPTANCE
Trane U.S. Inc.

_____
Authorized Representative

_____
Title

_____
Signature Date

WE MAKE BUILDINGS WORK BETTER FOR LIFE.™

TRANE
Building Services

Terms and Conditions (Service)

"Company" shall mean Trane U.S. Inc. for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

3. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

4. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

5. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

6. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

7. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

8. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof;



(g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Trane. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

9. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE ENERGY AND BUILDING PERFORMANCE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.**

10. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

11. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

12. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

13. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability $2,000,000 per occurrence

Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

14. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

16. Remote Connectivity. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment or other building systems, and to diagnose and remotely make repairs at Customer's request. The Intelligent Services, including any reports and other information Company provides, are intended to provide operational assessments and recommendations. **Electronic Monitoring**. Any electronic monitoring Company performs is undertaken solely to enable Company to collect the data and perform any analysis included in Company's Services. Customer agrees that Company is not liable for inability to perform and/or losses that may occur in cases of malfunction or nonfunctioning of communications equipment, HVAC and other equipment, the energy management system, failure to identify equipment or system performance issues, failure to recommend corrective action, or otherwise related to the monitoring of Customer's equipment and building systems. **Data Collected.** Customer hereby grants to Company the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data Company collects from Customer. Company shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data Company will collect from Customer will not include any personal or individual information. Upon Customer's written request, Company will endeavor to provide an electronic copy of data collected from Customer, subject to availability. For Energy and Building Performance Services (except Energy Assessments and digital assessments), Company will use commercially reasonable efforts to store Customer's data for up to 18 months. Company cannot guarantee the availability of the data. **Data Privacy and Security.** Company has implemented various security measures for the purpose of protecting Customer's data against accidental or unlawful access, unauthorized disclosure, loss, destruction, and alteration. Customer is responsible for maintaining the confidentiality of Customer's user name(s) and password(s). Customer is responsible for all uses of Customer's password(s), whether or not authorized by Customer. Customer must inform Company immediately of any unauthorized use of Customer's user name(s) or password(s). Transmission of data over the Internet by its nature entails the use of systems under the control of third parties, and as a result Company cannot ensure total control of the security of such systems. Company will take commercially reasonable efforts to ensure that data and other configuration parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the Internet restricts Company from offering any guarantee of the privacy or confidentiality of information relating to Customer passing over the Internet. In gaining access via the Internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at Customer's own risk. Company will notify Customer of any breach in security of which Company become aware. Any breach in privacy of which Customer become aware should be reported by Customer to Company immediately. Company does not disclose Customer's information to third parties for their marketing purposes, but Company does use third party software and services to assist Company with collecting and analyzing information. Company may also disclose Customer's information if required to do so by law, in which case, Company would inform Customer of such disclosure.

17. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

18. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights In the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

19. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect**

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sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

20. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue: (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0415)
Supersedes 1-26.130-7 (1114)

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TRANE
Building Services

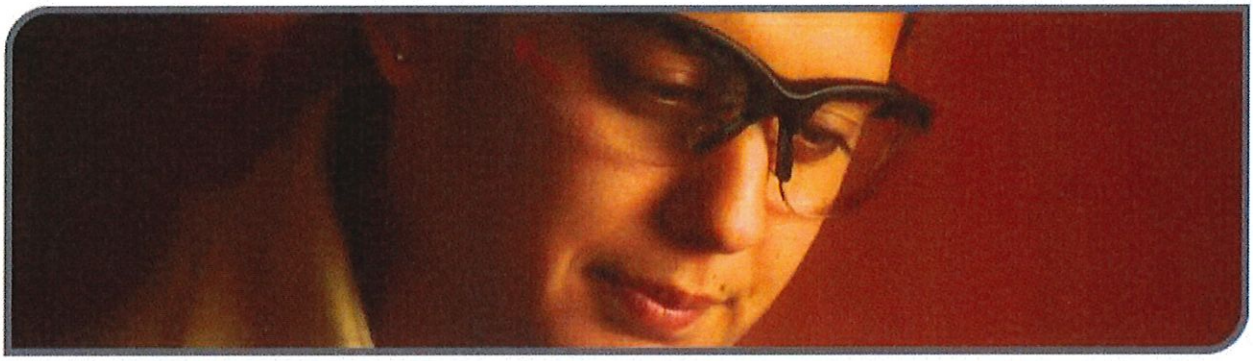
Appendix



Safety
Customer Service
Flows

WE MAKE BUILDINGS WORK BETTER FOR LIFE.™

Safety



Trane's Safety Standard

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

Proven Safety Success

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane Injury Rates v. Industry Competitors

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction).Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

Safety Tools, Training & Expertise

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
  -Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – Trane provides full complement of fall arrest and fall restraint equipment for each technician.

Safety Tools, Training & Expertise (continued)

- Ergonomics – Custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.
- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. Environmental Protection Agency (EPA) rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

Management Leadership and Commitment

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – Ensure that they are fully implemented.
- Safety and environmental performance – Tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – Implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – Use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – Mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – Annual checking driving records of employees who drive company vehicles. Jobsite Safety Equals Customer Value

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.

TRANE SERVICE AGREEMENT FOR BAS AND HVAC EQUIPMENT

Customer Service Flows



The following Customer Service Flows provide additional service description detail for Covered Equipment.
Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites.

Service 1: Air Cooled Condenser Annual Inspection
Description

- Lock Out Tag Out Condenser
- Electrical Inspection-Unitary
- Leak Test Inspection (Positive Pressure)
- Condenser Coil Check
- Condenser Physical Fan Check
- Remove Lock Out Tag Out and Restore Power
- Manual Log

Service 2: Air Cooled Condenser Monthly Inspection
Description

- Lock Out Tag Out Condenser
- Condenser Coil Check
- Unitary Visual Equipment Inspection
- Remove Lock Out Tag Out and Restore Power

Service 3: Odyssey Annual Inspection
Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO
- Bearing Lubrication
- Condensate Drip Pan Treatment
- Condenser Coil Cleaning (Light Commercial)
- Meg Supply Fan Without VFD
- Meg Compressor Motor
- Electrical Inspection
- Condenser Fan Check (Odyssey)
- Start Up Seasonal Cooling

Service 4: Odyssey Monthly Inspection
Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO

Service 5: Precedent Annual Inspection
Description

- Unitary Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Evaporator Coil Cleaning, No LOTO
- Condensate Drip Pan Treatment
- Supply Fan Inspection
- Condenser Fan Check
- Bearing Lubrication
- Filter Inspection And Change
- Electrical Inspection
- Check Damper - M Series, BYC
- Seasonal Cooling Start Up
- Log Unit

Service 6: Precedent Monthly Inspection
Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO
- Filter Inspection And Change
- Condensate Drip Pan Treatment
- Log Unit (Unitary)

Service 7: RTAA Annual (Water Coil Cleaning)
Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Lock Out Tag Out At Main Disconnect
- Electrical Inspection (RTA*)
- Compressor Starter Inspection (Wye-Delta Closed Transition) Series R Air Cooled
- Flow/Differential Mechanical Switch Check
- Remove Lock Out Tag Out At Main Disconnect
- Condenser Fans Check RTA* Per Circuit
- Visual Condenser Coil Check
- Oil Level Check Per Compressor
- Oil Analysis Per Compressor
- Low Temperature Sensor Calibration
- Control Panel Calibration Check
- Leak Test Inspection (Positive Pressure)
- Coil Cleaning Water (Applied)
- Start Unit
- Compressor Check (HeliRotor Compressors)
- Compressor And Oil Separator Heater Check
- Manual Log With Electronic Device
- Complete Required Paper Work

Service 8: RTAA Monthly Inspection
Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics

- Condenser Fans Check RTA* Per Circuit
- Visual Condenser Coil Check

Service 9: Split System Air Handler Annual Inspection (Includes Condenser)
Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Filter Inspection and Change (Generic)
- Supply Fan and Motor Inspection (Direct Drive)
- Electrical Inspection (Air Handler NTP)
- Log Unit (NTP Air Handler)
- Lock Out Tag Out Condenser
- Condenser Coil Check (Generic)
- Coil Cleaning Solution
- Condenser Physical (One) Fan Check (Generic Condensing Unit)
- Electrical Inspection (Light Commercial Condensing Unit)
- Log Unit (NTP Cooling)

Service 10: Split System Air Handler Monthly Inspection (Includes Condenser)
Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Direct Drive)
- Filter Inspection and Change (Generic)
- Condensate Drip Pan Inspection and Treatment
- Visual Electrical Inspection
- Generic Check Delta T
- Log Unit (NTP Air Handler)

Service 11: Building Automation System Analysis and Review
Description

- System Controller Inspection
- Verify System Software Programming
- System Back-Up
- Customer Review

Clarifications of Work Performed

This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service	Description	Not Performed on Site

TRANE
Building Services

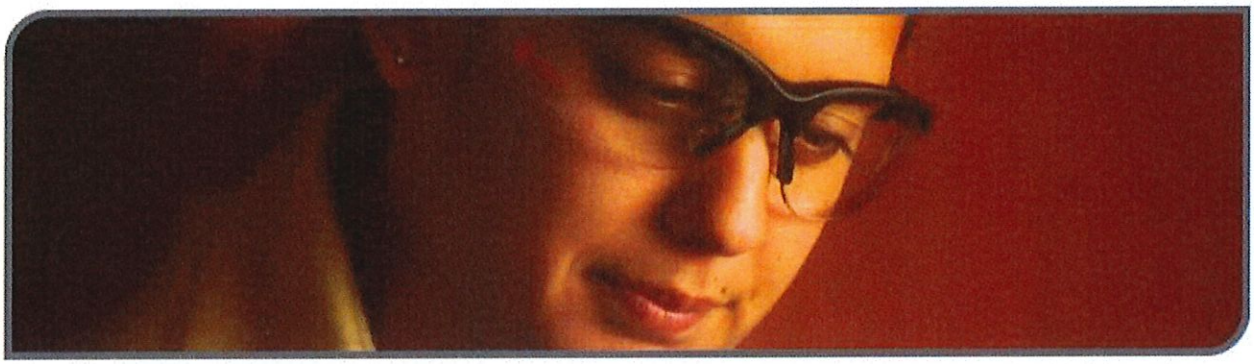
Appendix



Safety
Customer Service
Flows

WE MAKE BUILDINGS WORK BETTER FOR LIFE.™

Safety



Trane's Safety Standard

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

Proven Safety Success

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane Injury Rates v. Industry Competitors

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction).Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

Safety Tools, Training & Expertise

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
  -Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – Trane provides full complement of fall arrest and fall restraint equipment for each technician.

Safety Tools, Training & Expertise (continued)

- Ergonomics – Custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.
- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. Environmental Protection Agency (EPA) rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

Management Leadership and Commitment

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

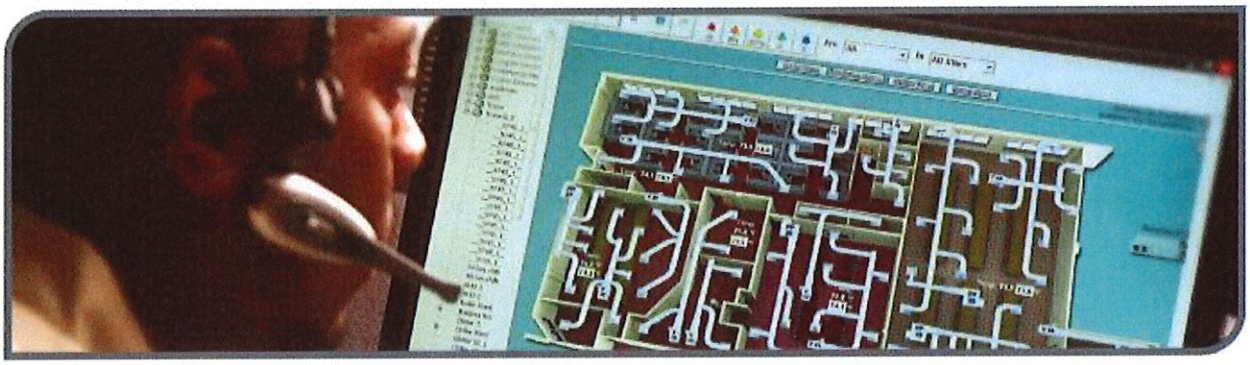
- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – Ensure that they are fully implemented.
- Safety and environmental performance – Tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – Implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – Use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – Mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – Annual checking driving records of employees who drive company vehicles. Jobsite Safety Equals Customer Value

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.

TRANE SERVICE AGREEMENT FOR BAS AND HVAC EQUIPMENT

Customer Service Flows



The following Customer Service Flows provide additional service description detail for Covered Equipment.
Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites.

Service 1: Air Cooled Condenser Annual Inspection
Description

- Lock Out Tag Out Condenser
- Electrical Inspection-Unitary
- Leak Test Inspection (Positive Pressure)
- Condenser Coil Check
- Condenser Physical Fan Check
- Remove Lock Out Tag Out and Restore Power
- Manual Log

Service 2: Air Cooled Condenser Monthly Inspection
Description

- Lock Out Tag Out Condenser
- Condenser Coil Check
- Unitary Visual Equipment Inspection
- Remove Lock Out Tag Out and Restore Power

Service 3: Odyssey Annual Inspection
Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO
- Bearing Lubrication
- Condensate Drip Pan Treatment
- Condenser Coil Cleaning (Light Commercial)
- Meg Supply Fan Without VFD
- Meg Compressor Motor
- Electrical Inspection
- Condenser Fan Check (Odyssey)
- Start Up Seasonal Cooling

Service 4: Odyssey Monthly Inspection
Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO

Service 5: Precedent Annual Inspection
Description

- Unitary Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Evaporator Coil Cleaning, No LOTO
- Condensate Drip Pan Treatment
- Supply Fan Inspection
- Condenser Fan Check
- Bearing Lubrication
- Filter Inspection And Change
- Electrical Inspection
- Check Damper - M Series, BYC
- Seasonal Cooling Start Up
- Log Unit

Service 6: Precedent Monthly Inspection
Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO
- Filter Inspection And Change
- Condensate Drip Pan Treatment
- Log Unit (Unitary)

Service 7: RTAA Annual (Water Coil Cleaning)
Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Lock Out Tag Out At Main Disconnect
- Electrical Inspection (RTA*)
- Compressor Starter Inspection (Wye-Delta Closed Transition) Series R Air Cooled
- Flow/Differential Mechanical Switch Check
- Remove Lock Out Tag Out At Main Disconnect
- Condenser Fans Check RTA* Per Circuit
- Visual Condenser Coil Check
- Oil Level Check Per Compressor
- Oil Analysis Per Compressor
- Low Temperature Sensor Calibration
- Control Panel Calibration Check
- Leak Test Inspection (Positive Pressure)
- Coil Cleaning Water (Applied)
- Start Unit
- Compressor Check (HeliRotor Compressors)
- Compressor And Oil Separator Heater Check
- Manual Log With Electronic Device
- Complete Required Paper Work

Service 8: RTAA Monthly Inspection
Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics

- Condenser Fans Check RTA* Per Circuit
- Visual Condenser Coil Check

Service 9: Split System Air Handler Annual Inspection (Includes Condenser)
Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Filter Inspection and Change (Generic)
- Supply Fan and Motor Inspection (Direct Drive)
- Electrical Inspection (Air Handler NTP)
- Log Unit (NTP Air Handler)
- Lock Out Tag Out Condenser
- Condenser Coil Check (Generic)
- Coil Cleaning Solution
- Condenser Physical (One) Fan Check (Generic Condensing Unit)
- Electrical Inspection (Light Commercial Condensing Unit)
- Log Unit (NTP Cooling)

Service 10: Split System Air Handler Monthly Inspection (Includes Condenser)
Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Direct Drive)
- Filter Inspection and Change (Generic)
- Condensate Drip Pan Inspection and Treatment
- Visual Electrical Inspection
- Generic Check Delta T
- Log Unit (NTP Air Handler)

Service 11: Building Automation System Analysis and Review
Description

- System Controller Inspection
- Verify System Software Programming
- System Back-Up
- Customer Review

Clarifications of Work Performed

This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service	Description	Not Performed on Site

CONTRACT FOR SERVICES
BETWEEN
TRANE US, INC.
AND
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

THIS CONTRACT by and between the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida (hereinafter the "County"), and **Trane US, Inc.**, a business having its primary business location at 2301 Lucien Way, Suite 430, Maitland, Florida 32751 (hereinafter the "Service Company" or "Contractor").

WHEREAS, the County issued RFP #P-6-16-02 seeking a qualified HVAC contractor to provide heating, ventilation and air conditioning services;

WHEREAS, Trane submitted a response to the solicitation for such services;

WHEREAS, Trane's response has been reviewed as determined to be a responsive and responsible response and was deemed to be the most qualified submission.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1.0 DEFINITIONS

The following words and phrases, when used in this Contract shall have the following meanings:

- "COUNTY" shall mean THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA or its duly appointed representative.
- "OWNER" shall mean THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA.
- "SERVICE COMPANY" shall mean TRANE US, Inc.
- "FACILITY" shall mean any building owned or leased by the COUNTY.
- "PROJECT MANAGER" shall mean the Service Company's chief coordinator for all work under this proposal and who normally oversees all proposal operations and makes final decisions, etc.
- "WORK" shall mean the completed services required by the project and contract documents.
- "CONTRACT DOCUMENTS" consist of each and every one of the following: all specifications and terms and conditions, all addenda heretofore issued, purchase order, and contract completion form.
- "MATERIALS" shall mean all items and services used in the execution and completion of repairs and installation services, including all installed parts and equipment. This includes any and all large rental equipment that would normally not be owned by individual vendors. This excludes (except when pre-approved by Owner) standard tools and machinery normally used in the industry.
- "RESPONSE" shall mean having a trained and qualified technician physically go to the site and evaluate services required in order to perform work within the designated time.

- "SUB-CONTRACT LABOR" shall mean other labor required whereby required specialization is not part of Service Company's employee workforce.
- "INSTALLER AND SERVICE MECHANIC" shall mean the Service Company's field-based representative (trained and qualified) who normally works independent from supervision, takes general instructions from the Foreman, is licensed and/or approved to complete HVAC installation and/or service work, and directs work of apprentices and helpers, etc.

2.0 CONTRACT BASIS

This Contract is based on the Brevard County Board of County Commissioners Request for Proposal (RFP) Number #P-6-16-02 for HVAC services dated and the Proposal provided by **TRANE US, INC**. dated December 30, 2015.

Any subsequent clarification letters and change orders will become part of the Contract.

3.0 SCHEDULED MAINTENANCE

Maintenance intervals will be determined by equipment run time, application, location, maintenance experience, and manufacturer's specifications, unless otherwise required. The detailed maintenance schedules are listed in the Brevard County Board of County Commissioners RFP #P-6-16-02. When there is a conflict between the RFP and TRANE US, Inc. (Service Company's) Proposal, the RFP will prevail.

3.1 The overall scope of the HVAC system maintenance and repair services performed by the Service Company shall include, but not be limited to, labor, supervision, materials, parts, tools, transportation, fuel and each and every item required to perform the preventative maintenance repair and installation services of the following systems and their components: Heating Systems, Ventilating Systems, Air Conditioning Systems and related HVAC Controls as required and directed by the County. All maintenance and repairs shall be performed in accordance with manufacturer's recommendations to meet manufacturer's performance requirements. This shall include the following equipment and parts:

3.1.1 **Chillers**: Air to water/water to water type chillers with scroll, reciprocating or centrifugal compressors including all parts of the chiller unit from the entering water flange to the leaving water flange including all chill water pumps, flow switches, air separators, controls, condenser and chill water isolation valves and chill water make-up valve.

3.1.2 **Cooling Towers- All Types**: Provide complete maintenance, service and repairing of mechanical parts of cooling tower, cooling tower fans, fan motors, fan drives, cooling tower isolation valves, makeup water float, valve assemblies, pumps, and any other equipment or controls needed for proper cooling tower operation, including the tower water temperature control

3.1.3 **Air Handlers/Condensing Units**: All equipment related to split systems, package units and OA units.

3.1.4 **Thermal Energy Storage Systems (TES)**: All equipment related to ice storage systems.

3.1.5 **Building Automation Systems (*TRANE* Tracer Tracker SC)**: All equipment related to front end building control units (BCU). All PCM, UPCM, UCM, programming and all other control equipment related to the BAS system including updates and upgrades.

3.1.6 **Variable Air Volume (VAV):** All equipment related to VAV boxes including calibration.

3.1.7 **Motors and Belts:** All motors related to the chillers, air handling units (AHU's), Thermal Energy Storage Systems, cooling towers and building exhaust fans.

3.1.8 **Pumps**: All pumps related to the chiller air handling units (AHU's), Thermal Energy Storage Systems and the cooling tower. Standard pumps as well as pumps controlled by VFD.

3.1.9 **Fans:** All fans related to chiller cooling towers, air handling units (AHU's), outside air, and building exhaust systems.

3.1.10 **Boilers:** To include all boilers which supply re-heat for HVAC systems, all heating boilers, "hot water and steam". All parts of boiler from the entering water flange to the leaving water flange (to include all heating circulating pumps, flow switches, controls and boiler make-up water valves/float).

3.1.11 **Freon Monitors**: All Freon monitoring devices will be included in this contract. This applies to all buildings with Freon gas monitoring devices. To include repairs as well as monitoring chiller equipment room condition.

3.1.12 **Insulation:** Insulation removed during repairs of chiller/heating equipment will be re-insulated by the contractor.

3.1.13 **VFD's and Starters**: All VFD's and starters related to applicable equipment list shall be covered under this contract.

3.1.14 **Energy Management Systems (EMS)**: All portions of the EMS shall be included such as control panels, sensors, transducers, relays, etc. shall be covered under this contract.

3.1.15 **Filters**: Provide and install as a minimum 30% efficiency and pleated filters. Filters must be changed within a maximum of ninety (90) days or three (3) months between changes. Filters on fresh air intakes must be changed monthly. Each filter, when changed, must have the change date written on the filter.

3.1.16 **Trane ES Server**: All support, updates and upgrades to maintain server.

3.1.17 **Monthly Meetings**: Contractor will meet monthly with Facilities Team to review service over previous month along with any new business.

3.2 The objectives of this Contract are as follows:

3.2.1 To operate and maintain the chillers and related equipment in County facilities in accordance with manufacturer's recommendations and requirements at the highest possible standard at an acceptable cost.

3.2.2 To provide related services highly responsive to the needs of the County and its employees and visitors.

3.2.3 Long range changes in operation philosophy, schedules and the existing preventative maintenance program shall be mutually agreed to by the County and the Service Company. The County reserves the right to make all final decisions related to systems operations, schedules or the preventative maintenance programs.

4.0 PREVENTATIVE MAINTENANCE SPECIFICATIONS

4.1 The Service Company shall provide all supervision, labor, materials, equipment, supplies and parts to operate in a first class condition, on a continuous basis, all equipment listed on attached list. A list of the minimum equipment maintenance expectations is included as "Preventative Maintenance Minimum Requirements".

4.2 Preventative maintenance includes inspections, lubrication, tests, adjustments, and corrective maintenance tasks. The Service Company shall control scheduling at agreed upon intervals for preventative maintenance and task functions to be performed by both calendar periods and operating hours as applicable to each piece of equipment. The Service Company shall schedule preventative maintenance tasks by computer to assure a uniform and detailed method of scheduling work. A copy of this schedule will be sent to the County Representative

4.2.1 Maintenance intervals will be determined by equipment run time, application, location and manufacturer's specifications.

4.2.2 Preventative maintenance performed under this Contract is designed to minimize the incidence of emergency situations; however, back up emergency service will be provided 24 hours a day to minimize down time inconvenience.

4.2.3 All of the manufacturer's recommendations are to be followed. The County Representative must approve any amendments.

4.2.4 Component Replacements: The Service Company will replace worn, failed or doubtful components and parts. These replacements will be of like or current design to minimize system depreciation and obsolescence.

A. A component may be repaired or replaced in advance to prevent a system failure.

B. Refrigerant.

C. Components, parts, supplies, and refrigerant shall be included in the monthly preventative maintenance fee.

5.0 REPAIR MAINTENANCE SPECIFICATIONS

5.1 The Service Company shall provide all supervision, labor, materials, supplies and parts to repair and maintain in a first class condition, on a continuous basis, all equipment listed on *Price Sheet* in **Attachment A**. If the material costs to repair a major unit exceed fifty percent (50%) of the replacement costs for the unit, the County has the option of replacing the unit and paying the difference of a new unit. The Service Company will inform the County Representative when this situation occurs and the County Representative will decide whether to repair or replace.

5.2 Repair maintenance includes repairs and adjustments of equipment in response to conditions discovered during performance of preventative maintenance, equipment breakdown/improper operation, or occupant complaint. Repair work orders will be generated as required to respond to problems as they occur. Except in response to occupant complaints or safety requirements, repair work orders shall be scheduled for completion depending on priority, availability of parts, workload, and convenience of occupants. Repair maintenance involving safety consideration or possible damage shall be responded to immediately.

5.3 To ensure timely repairs for normal and emergency situations, the Service Company shall maintain, or have access to, an adequate inventory of replacement parts for equipment under this contract. If repairs cannot be accomplished within twenty four (24) hours of system failure, the Service Company shall provide temporary cooling. The Service Company will have access to; delivery and setup of portable air/chillers at an additional cost to the owner. Service Company will verify size of temporary air conditioning

appropriate for given space. The Service Company shall obtain authorization from Owner or designee prior to setup of portable air conditioning.

5.4 The Service Company shall furnish and install all materials, parts, and supplies required for repairs.

5.5 Service Repair, Installation Requests: The Service Company shall process written routine requests for repair/installation services in accordance with existing work order system. Service Company personnel shall notify the County of any malfunction or any other abnormal or unusual condition discovered.

5.5.1 Each service/work request shall be logged and acknowledged. Formal work orders will be prepared for each service/work request received. The Service Company Project Manager shall be aware of the status of all work orders. The work orders will include all items in the work request, priorities, identification of charges, time and materials used, starting and completion dates, and any other pertinent data. Job completion data will be reported to the County Representative.

5.5.2 **Service Desk**: The Service Company shall operate during normal work hours (8:00 am to 5:00 pm) a service desk to receive all calls including complaints, repair requests, and service requests. The Service Desk will create work orders for all calls and forward the work orders to the appropriate personnel for response. The Service Company shall distribute, complete and close such work orders.

5.5.3 **Response Time**: Occupant comfort and satisfaction is of paramount importance. Any occupant call requesting service or registering a complaint for non-emergency work must be responded to within eight (8) hours, but not exceed twenty-four (24) hours of initial receipt of call. Emergency response time for repair maintenance shall be responded to within two (2) hours. If for any reason the request cannot be resolved within the same workday, Facilities Work Control and area supervisor will be notified of the delay and will be given a reasonable time when the work shall be completed. Work Control will notify occupants as appropriate. Any second call for service/complaint shall be elevated to the Service Company's Project Manager.

6.0 SERVICE COMPANY RESPONSIBILITIES (ALL SERVICES)

6.1 Computerized Maintenance Management System: The Service Company shall use a computerized maintenance management system to manage and track all work. All preventative maintenance work orders shall be printed, distributed to Owner, completed, and closed out by the Service Company.

6.2 Warranty Administration: The Service Company shall administer, coordinate, and enforce all warranties provided by contractors, vendors, and equipment suppliers. The Service Company shall perform all work such that all warranties are maintained in full force and effect.

6.3 Reports: In order to account for all of its services, the Service Company will submit reports as required by the County and keep a service log at each equipment location. The service log shall state the date, time, service technician and description of all services rendered. The Service Company shall submit a proposed service log format for the County's approval upon its execution of the

Contract. Owner shall approve the format and contents of the service log prior to use. A monthly schedule for preventive maintenance and installation repairs will be submitted to the County Representative by the 5th of each month.

6.4 Refrigerant Status Report: A Refrigerant Status Report shall be executed every time refrigerant is added to or removed from any equipment under this Contract. This form shall comply with EPA guidelines in form and content. One copy of each form shall be given to the Facilities Department, one copy left in the jobsite maintenance log, and copies retained at the Service Company office.

6.5 Monthly Status Meeting: Contractor will meet monthly with Facilities Team to review service over previous month along with any new business.

6.6 Supervision of Work by Service Company:

6.6.1 The Service Company shall supervise and direct the work, using professional best skill and attention. The Service Company shall be responsible for assigning appropriately qualified personnel for the specified work.

6.6.2 The Service Company shall be responsible to the County for the acts and omissions of its employees, subcontractors, and their agents and employees, and other persons performing any of the work under a contract with the Service Company.

6.6.3 The Service Company shall designate a project manager to act on its behalf that shall be responsible for matters pertaining to the Service Company's performance of services and shall have authority to accept service of all notices which the County desires to serve, or which are required by this Contract to be served on the Service Company. The Service Company shall advise the County in writing of the name, address and telephone number of such designated representative and of any change in such designation.

6.6.4 The Service Company's working project manager must be available to County management during designated working hours and available through a cell phone or paging system during non-working hours to ensure problems, working conditions, complaints, coordination and any other necessary matters in connection with the work are satisfactorily attended to. The Project Manager must have the ability and authority to act for the Service Company in matters relating to the Contract.

6.7 Scheduling of Work

6.7.1 The Service Company will make every effort to complete its assigned tasks without disruption to employees. The normal working hours for most County offices are 8:00 a.m. to 5:00 p.m. Monday through Friday.

6.7.2

Emergency Service Requests may be initiated both during and after normal business hours. The Service Company shall, within two (2) hours' notice, meet the County personnel (if necessary) at the job sites, review the scope of work, proceed with work without delay and in general be responsive to the emergency request. If for any reason the request cannot be resolved within the same work day, Facilities Work Control will be notified of the delay in repair. No additional payment will be made to Service Company due to emergency repair requests except for the following:

If Service Company is required to make emergency calls to respond to or repair damage caused by extrinsic forces such as floods, fire, misuse, negligence, vandalism, elements, lighting, single phasing, riots, strikes, labor troubles, civil commotion of any kind, or any reason or event beyond Service Company's reasonable control, Owner shall be separately billed for such time and expense.

6.8 To facilitate contract administration and inspection by the Owner's representative, the Service Company shall:

6.8.1 Ten (10) days prior to the Contract starting date, submit in writing to the Owner's representative(s) the names of at least two (2) representatives, each of whom is authorized to act for the Service Company in every detail. The Service Company's representatives, their location, and their availability must be satisfactory to the Owner's representative(s). The Service Company's representative(s) must be available to meet with Owner's representative(s) during the Owner's work hours as necessary.

6.8.2 Ten (10) days prior to commencement of the Contract, the Owner's representative(s) and the Service Company shall meet, review and have approved the total workload, scheduling of preventative maintenance, and the methods proposed by the Service Company.

6.8.3 Service Company shall be required to provide a Personnel Manning Report to the Owner's representative indicating the number and names of persons assigned to respective areas at facilities and the minimum required man-hours to accomplish assigned tasks. Changes in established man-hours must be provided to the Owner's representative.

6.9 Service Company's Employees

6.9.1 The Service Company shall employ a sufficient number of qualified personnel and schedule such personnel for sufficient hours to accomplish all daily tasks set forth in the schedule provided by the Service Company and to meet ~~to~~ the quality standards set forth in the recommended standards of the RFP and Response. Where work is not performed or accomplished in accordance with the standards, the deduction criteria will be used by the County in determining deductions for non-performance of work or for work below quality standards. The Service Company has the prerogative to either increase the number of employees on the job, or extend the work hours of the shift to ensure compliance with the Contract specifications, neither of which shall increase the Contract cost.

6.9.2 The Service Company shall keep and have available for review by the Owner's representative the records identified below for each employee:

6.9.2.1 Employee Name, Social Security Number, Date of Birth, Home Address and Phone Number.

6.9.2.2 Employee Work Classification(s).

6.9.2.3 Any and all Service Company employees will display a Facilities Department issued badge at all times and company uniform displaying company name when on Brevard County property.

6.9.2.4 The Service Company shall account for all time its personnel spends on Brevard County premises and keep records of work

actually performed by the Service Company and the amount of time spent on such work. Such time records shall be submitted by the Service Company to the County for approval each Monday morning for the previous week's work.

6.9.2.5 Unusual occurrences: Any unusual occurrence, such as major equipment failures, accidents, injuries to persons, or job actions shall immediately be communicated to the County.

6.10 Personnel and Equipment

6.10.1 Vehicles and Technicians: Service Company shall provide evidence of the number of service vehicles and technicians that operate in the service area to be available to perform work at various County facilities.

6.10.2 The Service Company shall have sufficient number of personnel, materials, transportation and an adequate inventory of parts, tools and equipment to perform work at the job site. The Service Company shall be held responsible for the on-site supervision, scheduling, storage, receiving and placement of materials; cleanup of work site.

6.10.3 The personnel employed by the Service Company at the County facility will at all times remain the employees of the Service Company. No relationship of "employee to employer" exists or will be allowed to exist between the Service Company's employees and the County.

6.10.4 All employees of the Service Company assigned to duties must be acceptable to the County. The County reserves the right to prohibit any given employee of the Service Company from performing work under this Contract should there be any concerns regarding the employee's background or should any other entity (for which the County provides services through or under this Contract) object to such employee providing services on their premises. Under such circumstances, the Service Company shall be responsible for providing an alternate employee to provide the services needed without additional compensation.

6.11 Qualifications of Employees

6.11.1 All employees assigned by the Service Company to the performance of work under this contract shall be physically able to do their assigned work. It shall be the Service Company's responsibility to insure that all employees meet the physical standards to perform the work assigned and have sufficient training and experience to perform the work required in the specific trade. Employees shall be certified and have applicable licenses and/or manufacturers certifications for the required work to be performed.

6.11.2 The personnel employed by the Service Company shall be capable employees, age 18 years or above, qualified in this type of work. The Service Company shall staff the buildings with trained and experienced personnel who will exhibit the capability to operate with a minimum of supervision. It is the Service Company's responsibility to ensure that all employees are legally allowed to work in the United States in accordance with Immigration Policies.

6.11.3 All our County buildings are smoke free.

6.11.4 The Service Company shall maintain a list of all Service Company employees assigned to work on the County premises. The employee list

shall include complete name, Social Security number, date of birth, home address, and telephone number for each. Information can be used for background investigation. The list shall be updated with the same information (stated above) for all newly hired employees who are assigned to work on County premises. The Service Company shall be held responsible for the accuracy of the data provided, and shall insure updated changes are provided the Owner's representative immediately upon their effective date.

6.11.5 The Service Company shall see that every employee on the Service Company's work force is provided an Identification Badge. It shall be the Service Company's responsibility to inform the Owner's representative of all new employees promptly at time of employment/assignment.

6.11.6 All employees of the Service Company will be required to wear neat, clean uniforms bearing the service company's name during duty hours. The County shall approve uniforms. The Service Company shall see that all employees wear their badges on the outside of their uniform at all times when in County buildings or premises.

6.11.7 The Service Company shall require employees to be dressed in their work attire when reporting for duty, as locker space is not available.

6.11.8 The Service Company shall prohibit its employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official use.

6.11.9 The Service Company shall require its employees to comply with the instructions pertaining to conduct and building regulations, issued by duly appointed officials, such as the building managers, guards, inspectors, etc.

6.11.10 If keys are provided and lost, the Service Company will be responsible for the cost of replacement keys at a rekey charge of $25.00 each.

6.11.11 When requested, the Service Company shall cooperate with any ongoing County investigation involving economic loss or damage to County buildings, or County or personnel property therein.

7.0 OWNER RESPONSIBILITIES

7.1 The County shall designate a person or group of persons as representatives to act in its behalf who shall (1) provide full information as to its requirements for the Service Company's services, (2) examine and review the work performed by the Service Company, (3) render decisions pertaining to the Service Company's service and the administration of this Contract, and (4) accept service of all notices which the Service Company desires to serve, or which are required by this Contract to be served on the County. The County shall advise the Service Company in writing of the name, address, and telephone number of such designated person or group of persons and of any change in such designation.

7.2 Owner shall:

7.2.1 Provide Service Company reasonable and safe access to all equipment covered by this Contract;

7.2.2 Notify Service Company of any unusual performance of equipment included in this specification;

7.2.3 Permit only Service Company or County personnel to repair or adjust equipment and/or controls during the period of this Agreement;

7.2.4 The Contract Officer's Representative(s) will determine how the Service Company will receive access to the facility;

7.2.5 This Contract presupposes that all major pieces of equipment are in proper operating condition at the signing of this Contract. Required restoration shall be performed by the Owner at its cost prior to Service Company's being obligated to perform under this Contract. Should restoration charges be declined, those non-maintainable items will be eliminated from the program.

8.0 EXCLUSIONS

8.1 Service Company *will not* be responsible for:

8.1.1 The repair and replacement of non-maintainable parts of the system such as unit cabinets, shells, ductwork, insulation, electrical wiring, hydronic piping, structural supports, water tower structure, boiler refractory material and shells, paint, rust, corrosion, acts of God, storage tanks, and similar items. However, rust/corrosion caused by leaks from components that are included for maintenance shall be the responsibility of the Service Company. For example, a leaking valve causing rust on the valve or other system components such as motor, pumps, piping will be included.

8.1.2 Any damage or malfunction resulting from freezing, corrosion or erosion on the water side of the equipment or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Service Company as part of this Contract.

8.1.3 Problems caused by utility service needed for operation of the equipment or damage sustained by equipment.

8.1.4 Furnishing any items of equipment, material, or labor, or performing special tests recommended or required by insurance companies or federal, state, or local governments unless specifically included in the scope of work of this Contract. However, boilers covered under this Contract will require assistance to the State Inspector when he/she comes.

8.1.5 Failure or inadequacy of any structure or foundation supporting or surrounding the unit(s) or any portion thereof.

8.1.6 Building access or alterations that might be necessary to repair or replace Owner's existing equipment.

8.1.7 This Contract does not include air conditioning duct work unless damage is determined to be a direct result of contractor's performance of work under this agreement. Recording or portable instruments, services to any pipe covering or insulation containing asbestos or responsibility for maintaining the appearance of decorative casings or cabinets.

9.0 SPECIAL TERMS AND CONDITIONS (ALL SERVICES)

9.1 The Service Company will cooperate with all other departments residing at the facility to ensure mission is accomplished.

9.2 The Service Company is expected to adhere to and assist in the environmental efforts to preserve the environment and recycle materials through programs instituted by the County. Every effort will be made by the Service Company to expand the environmental programs in their area of responsibility.

9.3 Safety:

9.3.1 All operation and maintenance services shall be performed with emphasis on safe procedures and with due regard to safety, comfort, and convenience. It is the responsibility of the Service Company to insure that their employees and/or subcontractors read the safety literature supplied to them by the County. These requirements must be adhered to at all times.

9.3.2 County Regulations: Service Company personnel shall adhere to Safety and other regulations established by the County.

9.3.3 Safety Codes: Service Company shall ensure that all of its personnel, equipment and materials are in conformance with OSHA and all other applicable State, local and Federal codes. The storage of any combustible substances shall be in conformance with applicable codes.

9.3.4 Confined Spaces: The Service Company shall adhere to all established guidelines of OSHA or any other Federal, State or local agency in regards to accessing confined spaces.

9.3.5 Precautions will be exercised at all times for the protection of persons (including employees) and property. The Service Company at Service Company's expense will provide barricades, when work is performed in areas traversed by persons or vehicles, or when deemed necessary by the County.

9.3.6 Service Company shall timely obtain and keep in force, at Service Company's expense, all permits and licenses required by applicable governmental authorities for the performance by Service Company of all covenants herein contained on the part of Service Company.

9.3.7 The Service Company shall conform to all Federal, State and City regulations during the performance of the Contract. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Service Company. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Continued violations by the Service Company shall constitute cause for immediate termination of the Contract.

9.3.8 All required training for compliance with OSHA, MSDS and other regulatory agencies is the responsibility of the Service Company. Records of the training will be made available for inspection by the County Representative(s) upon request.

9.3.9 The Service Company at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work, all waste materials and rubbish from and about the Project as well as all tools, construction equipment, machinery and surplus materials shall be removed by the Service Company.

9.4 Utility Cutoff: At no time shall the work performed by the Service Company interfere with or cut off any of the existing services and utilities without the County's written permission, except in the event of a bona fide emergency, during which oral authorization will be acceptable.

9.4.1 All existing structures, utilities, services, roads, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the Service Company and the Service Company shall be held responsible for any damage to property caused by reason of its operations on the property.

9.5 Hazardous Materials: If, during or prior to the performance of its functions hereunder, the Service Company discovers the existence of a hazardous substance such as, but not limited to, asbestos, it will stop work immediately and notify Owner of its existence. Owner agrees to take such steps as may be required in relation to the hazardous substance as will permit Service Company to safely resume its work hereunder.

9.6 Existing parts removed for replacement shall be physically turned over to the County representative. Replaced parts shall have labels attached that provide sufficient information to determine type, date replaced and location of equipment.

9.6.1 All equipment shall be operated only as required and in the most economical manner consistent with load requirements. Manufacturer's recommendations, good practices and design requirements.

9.6.2 All parts are to be OEM. NO substitutions will be allowed without prior approval of the County representative.

9.6.3 All oils removed from any equipment will be placed in properly marked containers and will be properly disposed of by the Service Company.

9.6.4 Any Freon removed from any equipment under this Contract that is not reusable, will be the Service Company's responsibility to dispose of legally. The Service Company will supply the County representative with a letter stating the amount of Freon to be removed and the company name and location that will be shipped to prior to removing it from County property.

9.7 **Warranties:** The Service Company warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all Work will be of good quality, free from faults and defects and in conformance with the project specifications. All Work not conforming to these requirements including substitutions not properly approved and authorized, may be considered defective. If required by the County, the Service Company shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

9.7.1 The Service Company shall, and in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the County within 24 hours after receipt of notification of such faulty labor or workmanship. If the Service Company fails within 24 hours to correct defects, the Owner shall be entitled to have such work remedied and the Service Company shall be fully liable for all costs and expense reasonably incurred by the Owner. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the County.

9.8 **Contract Deductions**

9.8.1 The County may undertake or award other contracts for work not being performed acceptably by the Service Company and/or for work not being

accomplished on time by the Service Company. Cost incurred hereby will be deducted from the Service Company's monthly bill. However, this Contract shall not be considered an exclusive contract for providing the type of services covered under this Contract.

9.8.2 If any work, which is scheduled for performance is omitted or unsatisfactorily performed, the attention of the Service Company or its designated representative will be called to this failure or omission, and a deduction can be made from any monies due or to become due the Service Company. Notice will be given to the Service Company to correct the deficiency within twenty-four (24) hours of Notice. If the deficiency is not corrected within twenty-four (24) hours or is repetitive (as determined by the Owner's Representative) deductions will be made at the rate of $200.00 for each incident.

9.8.3 In the event the Service Company, for any reason whatsoever, consistently fails to perform work to the quality required in the technical specifications of this contract, the County reserves the right (in addition to other specified penalties) to:

1) Make deductions in accordance with the rate above.

2) At the discretion of the County, cancel the Contract on as short a notice in writing as may be consistent with securing a replacement Service Company to take over the work specified in the canceled Contract.

9.8.4 If the Service Company fails to perform as required per these specifications, or fails to deliver the item(s) specified in these specifications, it shall compensate the County for any damages caused by his failure to perform as stated.

9.8.5 In case of Contract default or failure to perform, the County may procure the services from other sources and hold the Service Company responsible for any excess costs occasioned thereby and may immediately proceed to cancel the Contract. Furthermore, the County may suspend the Service Company from future proposals/bids/RFP's or business with the County for a specified period of time.

9.9 Access To County Premises Neither the Service Company nor its personnel shall permit any individual to have access in the building, rooms, or grounds designated herein until it has been determined that permitting such person(s) to have such access will not be contrary to the public interest, and that the individual is authorized to be admitted in accordance with applicable orders, rules, regulations, and instructions. These prohibitions and requirements shall also be applicable to all individuals with regard to access, removal and/or possession of materials, supplies, equipment, and all County owned property at the locations designated in the contract.

10.0 REQUIREMENTS OF SERVICE COMPANY (ALL SERVICES)

Service Company must maintain the following requirements throughout the effective term of the Contract.

10.1 Service Company shall hold a class A commercial license issued by the State of Florida Construction Industry Licensing Board according to Florida State Statutes, Chapter 489. This license must be valid at the time of the proposal opening and maintained through the term of the contract.

10.2 Service Company shall have an established local (within a 50 mile radius of BCGC - Viera) business office staffed with enough qualified personnel to be able to meet the terms of this Contract.

10.3 Service Company must be able to demonstrate financial strength appropriate to the scale of projects to be managed.

11.0 AGREEMENT TERM AND PRICE ADJUSTMENT

The Agreement is for **five (5) base years** with an option to renew for up to two (2) additional one (1) year periods. Agreement shall become effective March 01, 2016.

Prices shall remain firm as originally proposed for a period of five (5); any price increases for the remaining two (2) years of this Agreement are subject to negotiations.

For work outside the Agreement, all work will be negotiated or Quoted/Bid as required by Brevard County Policy.

12.0 CONTRACT RENEWAL

The County reserves the right to renew this contract or any portion thereof, for up to two (2) additional one (1) year periods, upon mutual agreement, in writing. Any price increases for the remaining two (2) years of this contract is subject to negotiations and approval by Brevard County. Both the County and the Service Company must provide sixty (60) days written notice of intent to renew/accept renewal of Agreement.

13.0 TERMINATION OF CONTRACT FOR CAUSE

The County shall have the right at any time and at all times to terminate this Contract for cause, and it is agreed that the violation by the Service Company of any covenant or provision contained in the Contract, or the failure or refusal of Service Company to abide by or carry out any covenants or provision of this Contract, shall be and constitute sufficient cause for which the County may terminate this Contract. In the event the County shall elect to terminate this Contract for cause, the County shall notify the Service Company thereof in writing and shall therein specify the cause for such termination and the date that such termination shall be effective, whereupon the Service Company agrees (1) to vacate the facility on or before said date, and (2) to remove the Service Company's employees and property from the facility, return all keys, badges, access cards issued to the service company by Brevard County on or before said date. The Service Company shall have no further rights and the County shall have no further obligation to the Service Company, pursuant to this Contract subsequent to the date that the County terminates this Contract for cause.

14.0 TERMINATION OF CONTRACT WITHOUT CAUSE

The County and Service Company shall have the right at any time and at all times to terminate this Contract without cause, upon written notice of such termination not less than sixty (60) days prior to the date that such termination shall be effective. In the event the County shall elect to terminate this Contract without cause, the County shall notify Service Company thereof in writing and shall therein specify the date (not earlier than sixty (60) days after the date of delivery of said written notice by the County to the Service Company) on which this Contract shall terminate. Upon receipt of such written notice the Service Company agrees (1) to vacate the facility on the contract termination date specified in said written notice, return any keys, security access cards and badges used to access facilities, and (2) to remove Service Company's employees and property from the facility on the contract termination date specified in said written notice. The Service Company agrees to abide by and carry out all covenants and provisions of this

Contract until the date of termination specified in the aforesaid written notice of termination of this Contract without cause. The Service Company shall have no further rights, and the County shall have no further obligation to the Service Company, pursuant to this Contract subsequent to the date of termination of this Contract as specified in said written notice.

15.0 INSURANCE REQUIREMENTS

The vendor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a $ 1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a $ 1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance covering all employees of the vendor and subcontractors, as required by law.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the vendor shall also be protected by a Professional Liability Insurance Policy in the amount of $1,000,000 per claim.

In the event the contract involves services related to construction projects the vendor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Vendor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Vendors industry.

The vendor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificates of insurance shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the vendor.

16.0 HOLD HARMLESS AND INDEMNIFICATION

The Service Company shall assume full responsibility for and shall indemnify the County for any and all loss or damage of whatsoever kind and nature to all County property which is in its custody or under its control for service under this contract resulting in part from the negligent act or omission of the Service Company, and its subcontractors, or employee, agent, or representative of the Service Company. The parties agree that specific consideration has been exchanged for this indemnification and hold harmless provision.

17.0 DEBRIS

Service Company shall be responsible for the prompt removal of all debris from the work area that is a result of this service or delivery. DO NOT USE THE TRASH RECEPTACLES.

18.0 PROTECTION OF PROPERTY

The Service Company shall at all times guard from damage or loss to property of the County or other vendors or contractors and shall replace or repair any loss or damage unless such is caused by the County, other vendors or contractors. The County may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the–Service Company or agents.

19.0 FACILITIES

The County reserves the right to inspect the Service Company's facilities at any time with prior notice.

20.0 PERFORMANCE BOND

Within five days from notice of award of the Contract the Service Company must submit to the County a satisfactory performance bond executed by the Service Company and a Surety Company, in an amount equal to one hundred (100%) percent of the project award based on the total annual cost. The performance bond submitted is to serve as security for performance of the project. If the Service Company fails to comply in full with these specifications and/or render any services, as noted therein, during the period of this contract, the County reserves the right to cancel this award and its attendant purchase order and revoke this performance bond. A Certified or Cashier's Check in the amount of one hundred (100%) percent of the proposal will be acceptable. A personal or business firm check will not be acceptable. Upon satisfactory completion of the project, the bond obligation will be considered released or the County will return the Service Company's Certified or Cashier's Check. In the event an award is made to a successful Service Company for an item or items for an amount of two thousand dollars ($2,000.00) or less, a performance bond will not be required.

21.0 INVOICING

Payments will be made monthly (twelve equal payments of the total contract amount for one (1) year). Invoices will include a list of service charges per building. Invoices not conforming to this requirement will be returned to the Service Company and revised for process and payment. Deduction notices for non-performance; pursuant to Paragraph 8.8 shall be provided to the Service Company on a monthly basis in writing and deducted from the current month's invoice. Payments shall be rendered only for services satisfactorily provided. If unsuitable service has been brought to the attention of the Service Company and has not been rectified by the time monthly invoice is rendered;

payment of the entire monthly invoice will be withheld until the condition is made satisfactory.

In the event this Contract becomes effective or terminates during the course of the month, the amount to be paid the Service Company for the past month shall be determined by prorating the amount specified in the contract for a full month on the basis of the number of days in the month involved.

The Service Company will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid purchase order numbers. Invoices shall be mailed directly to Facilities Department 2725 Judge Fran Jamieson Way, Viera FL 32940. A separate invoice must be received for each purchase order number. Payment for partial shipments shall not be made unless specified. Invoices which do not reference valid purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the Service Company for resolution of the discrepancies. IT IS THE SOLE RESPONSIBILITY OF THE SERVICE COMPANY TO RECONCILE THE PURCHASE ORDER AND THE SERVICE COMPANY'S INVOICE AND TO NOTIFY THE PURCHASING REPRESENTATIVE OF ANY DISCREPANCIES PRIOR TO BILLING. THE COUNTY WILL ONLY PAY THE DOLLAR AMOUNTS AUTHORIZED ON THE PURCHASE ORDER.

22.0 TIME IS OF THE ESSENCE

The Service Company acknowledges that time is of the essence to complete the work as specified in each and every Request for work. The Service Company agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified in each and every Work Order.

23.0 COMPLETION

After the work called for on a work order has been completed, the Service Company shall be required to submit to the Owner's Representative a work order completion form with all required signatures and the following:

A. Date and time the work was initiated and completed;
B. Service Company's certification that the work has been completed;
C. Warranty information.

24.0 NO DISCRIMINATION

Service Company agrees that Service Company will not discriminate against any employee of Service Company, or anyone who applies to Service Company for employment, on the basis of race, religion, color, sex, age or national origin.

25.0 ASSIGNMENT AND SUBCONTRACTING

Service Company agrees that Service Company will not assign or transfer to anyone any rights of Service Company under this Contract or any interest of Service Company in this Contract without the prior written consent thereto of the County.

Subcontracting - Qualified and trained service personnel that are directly employed by the Service Company shall perform Work. Under no condition shall work specified be subcontracted, without prior approval from Owner.

26.0 INSPECTION

The County shall at all reasonable times have the right to inspect buildings, grounds, equipment and cleanliness of all facilities to ensure the terms of this Contract are adhered to.

27.0 LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules, and regulations that in any manner affect the item or items covered herein apply. Lack of knowledge by the Service Company will in no way be a cause for relief from responsibility.

28.0 ADDITION/DELETION OF WORK AND/OR EQUIPMENT

The County shall have the right to delete or add work performed, amend the frequency performed and delete equipment. All deletions or additions shall be specified in writing to the Service Company.

The Owner reserves the right to negotiate changes caused by additions and deletions to the equipment list and Scope of Services listed in the RFP. Owner shall approve any changes in writing.

29.0 RIGHT TO AUDIT RECORDS

The County and its auditors shall be entitled to audit the books and records of the Service Company to the extent that such books and records relate to the performance of this Contract. Said records shall be made available, upon request, for audit purposes to Brevard County and its auditors. Such books and records shall be maintained by the Service Company for a period of five (5) years from the date of final payment under this Contract and any extensions/renewals unless a shorter period is otherwise authorized in writing.

30.0 FEDERAL TAX ID NUMBER

The Service Company shall provide the County with its Federal Tax ID Number.

31.0 ATTORNEYS FEES

In the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

32.0 GOVERNING LAW

This Contract shall be governed, interpreted and construed according to the Laws of the State of Florida.

33.0 VENUE

Venue for any legal action by any party to this Contract to interpret, construe or enforce the terms of this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

34.0 JOINT USE

This Agreement is available for joint use by other governmental agencies including the State of Florida, its agencies, other counties, cities, municipalities and school districts, at their own discretion. Each agency selecting to use this Agreement shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases.

35.0 **ACCEPTANCE AND ENTIRE AGREEMENT**

This instrument embodies the entire Agreement between Brevard County Board of County Commissioners and TRANE US, INC. (Service Company). Any modifications of amendments must be in writing and agreed to by all parties.

ATTEST:

Scott Ellis, Clerk of Court

Reviewed for legal form and content:

Shannon L. Wilson, 2/17/16
Shannon L. Wilson
Deputy County Attorney

2/17/16
Date

Brevard County Board of County Commissioners, Viera, Florida

Jim Barfield, Chair

As approved by the Board:
8-18-2015

TRANE US, INC.

BY: Marcus D. Johnson, Contract Manager
Printed Name & Title

ATTACHMENT A

E ic Price sheet may be completed electronically on Excel spreadsheet. Electronically eted spreadsheet should be saved on CD/Flash Drive and included with bid submit. Bidders must also print out a hard copy of the completed Price Sheet, sign where indicated, and submit with bid. DO NOT MODIFY OR RE-ISSUE THE PRICE SHEET. USE THE PRICE SHEET FORM PROVIDED.

REVISED PRICE SHEET 2 P6-16-02							
LOCATION ADDRESS	FIRST YEAR March 2016 - February 2017	SECOND YEAR March 2017 - February 2018	THIRD YEAR March 2018 - February 2019	FOURTH YEAR March 2019 - February 2020	FIFTH YEAR March 2020 - February 2021	FIRST YEAR OPTION March 2021 - February 2022	SECOND YEAR OPTION March 2022 - February 2023
NORTH							
Barbara A. Pill- 2290 Columbia Drive, Titusville	12,500.00	12,500.00	12,875.00	13,261.00	13,659.00	14,069.00	14,490.00
BREVARD COUNTY GOVERNMENT CENTER-NORTH-400 SOUTH ST, TITUSVILLE	36,841.00	36,841.00	37,946.00	39,084.00	40,257.00	41,465.00	42,708.00
COUNTY SERVICE COMPLEX TITUSVILLE- 700 PARK AVE., TITUSVILLE	36,874.00	36,874.00	37,980.00	39,119.00	40,293.00	41,502.00	42,747.00
Tax Collector - 800 Park Av, Titusville	3,500.00	3,500.00	3,605.00	3,713.00	3,825.00	3,939.00	4,057.00
Clerks Archive - 790 Park Av, Titusville	3,500.00	3,500.00	3,605.00	3,713.00	3,825.00	3,939.00	4,057.00
HISTORIC COURTHOUSE TITUSVILLE- 506 PALM AVE., TITUSVILLE	15,243.00	15,243.00	15,700.00	16,171.00	16,656.00	17,156.00	17,670.00
TITUSVILLE LIBRARY 2121 S. HOPKINS AVE., TITUSVILLE	5,896.00	5,896.00	6,073.00	6,255.00	6,443.00	6,636.00	6,835.00
CENTRAL							
COUNTY SERVICE COMPLEX- MERRITT ISLAND- 2575 NORTH COURTENAY PKWY, MERRITT ISLAND	20,071.00	20,071.00	20,673.00	21,293.00	21,932.00	22,590.00	23,268.00
T. J. MILLS FIRE RESCUE CENTER- 1040 FLORIDA AVE., ROCKLEDGE	18,087.00	18,087.00	18,629.00	19,188.00	19,764.00	20,357.00	20,968.00
ROCKLEDGE HEALTH DEPARTMENT, 1744 CEDAR STREET, ROCKLEDGE	2,500.00	2,500.00	2,575.00	2,652.00	2,732.00	2,814.00	2,898.00
Emergency Management Office - 1746 Cedar St., Rockledge	9,929.00	9,929.00	10,227.00	10,534.00	10,850.00	11,175.00	11,510.00
MEDICAL EXAMINER 1750 CEDAR ST., ROCKLEDGE	13,746.00	13,746.00	14,158.00	14,583.00	15,020.00	15,471.00	15,935.00
CENTRAL REFERENCE LIBRARY 308 FORREST AVE., COCOA	43,768.00	48,364.00	49,814.00	51,309.00	52,848.00	54,434.00	56,067.00
MERRITT ISLAND LIBRARY 2575 N. COURTNAY PKWY. MERRITT ISLAND	17,500.00	17,500.00	18,025.00	18,566.00	19,123.00	19,696.00	20,287.00
SUNTREE/VIERA LIBRARY 902 JORDAN BLASS DR.,VIERA	12,463.00	12,463.00	12,837.00	13,222.00	13,619.00	14,027.00	14,448.00
DETENTION CENTER							
BREVARD COUNTY DETENTION CENTER-860 CAMP RD, COCOA (Water Treatment, chillers, controls)	28,081.00	28,081.00	28,923.00	29,791.00	30,685.00	31,605.00	32,554.00

SOUTH							
H. ETTE T. MOORE JUSTICE CENTER- 2825 JUDGE FRAN JAMIESON WAY, VIERA	71,545.00	71,545.00	73,691.00	75,902.00	78,179.00	80,524.00	82,940.00
BCGC V Bldg A-E - 2725 Judge Fran Jamieson Way, Viera (Water Treatment, Controls)	31,659.00	31,659.00	32,609.00	33,587.00	34,595.00	35,632.00	36,701.00
BREVARD COUNTY GOVERNMENT CENTER-VIERA- BUILDING "A" 2725 JUDGE FRAN JAMIESON WAY, VIERA (Annex Equipment and Water Treatment)	16,429.00	16,429.00	16,922.00	17,430.00	17,952.00	18,491.00	19,046.00
South Brevard Animal Shelter -5100 W Eau Gallie Blvd, Melbourne	8,500.00	8,500.00	8,755.00	9,018.00	9,288.00	9,567.00	9,854.00
COUNTY SERVICE COMPLEX MELBOURNE Bldg A&B- 1515 SARNO RD., MELBOURNE	21,500.00	21,500.00	22,575.00	23,252.00	23,950.00	24,668.00	25,408.00
MELBOURNE COURTHOUSE 51 NIEMAN AVE, MELBOURNE	24,388.00	24,388.00	25,120.00	25,873.00	26,649.00	27,449.00	28,272.00
COUNTY SERVICE COMPLEX- PALM BAY- 450 COGAN AVE., PALM BAY	7,500.00	7,500.00	7,725.00	7,957.00	8,195.00	8,441.00	8,695.00
EAU GALLIE LIBRARY- 1521 PINEAPPLE AVE., MELBOURNE	12,188.00	12,188.00	12,554.00	12,930.00	13,318.00	13,718.00	14,129.00
MELBOURNE LIBRARY- 540 EAST FEE AVE., MELBOURNE	11,500.00	11,500.00	11,845.00	12,200.00	12,566.00	12,943.00	13,332.00
MELBOURNE BEACH LIBRARY 324 OCEAN AVE., MELBOURNE BEACH	11,617.00	11,617.00	11,966.00	12,324.00	12,694.00	13,075.00	13,467.00
PARKS & RECREATION							
GREATER PALM BAY SENIOR CENTER 1275 CULVER DR., PALM BAY	12,834.00	12,834.00	13,219.00	13,616.00	14,024.00	14,445.00	14,878.00
Ted Whitlock Community Center at Palm Bay Regional Park, 370 Championship Cir. NW, Palm Bay	8,095.00	8,095.00	8,338.00	8,588.00	8,846.00	9,111.00	9,384.00
South Mainland Community Center, 3700 Allen Ave., Micco	8,699.00	8,699.00	8,960.00	9,229.00	9,506.00	9,791.00	10,085.00
Rodes Community Center, 3000 Minton Rd., West Melbourne	8,095.00	8,095.00	8,338.00	8,588.00	8,846.00	9,111.00	9,384.00
Wickham Park Senior Center, 2785 Leisure Way, Melbourne	8,556.00	8,556.00	8,813.00	9,077.00	9,349.00	9,630.00	9,919.00
Viera Regional Park Comm. Center - 2399 Judge Fran Jamieson Way, Viera	8,095.00	8,095.00	8,338.00	8,588.00	8,846.00	9,111.00	9,384.00
South Beach Community Center, 500 Old Florida Trail, Melbourne Beach	14,436.00	14,436.00	14,869.00	15,315.00	15,775.00	16,248.00	16,735.00
GRAND TOTAL PRICE PER YEAR	$ 566,135.00	$ 570,731.00	$ 588,282.00	$ 605,928.00	$ 624,109.00	$ 642,830.00	$ 662,112.00
Hourly Labor Rate for Additional Services	119.00	119.00	119.00	122.00	122.00	122.00	122.00
Overtime Rates	178.50	178.50	178.50	183.00	183.00	183.00	183.00

Mechanical and BAS Technicians

VENDOR NAME Trane US, Inc.

ADDRESS 2301 Lucien Way, Suite 430, Maitland, FL 32751

AUTHORIZED SIGNATURE

TELEPHONE (407) 660-1111 FAX (407) 670-6000 EMAIL Mike.Dillard@Trane.com

From:	Diane Kozlak
To:	Rebecca Bowman
Subject:	FW: Authorization to Piggyback RFP P-6-16-02
Date:	Tuesday, October 01, 2019 2:03:20 PM
Attachments:	image002.png image003.png P61602inv&specs.PDF P61602Add1.pdf P61602 ADD2.pdf P61602NOA.pdf

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See email below for approval to piggyback RFP P-6-16-02. ☺

Diane Kozlak

Senior Buyer
City of Cocoa ~ Purchasing
65 Stone St., Cocoa, FL 32922
(321) 433-8844 I dkozlak@cocoafl.org
Fax: (321) 433-8860
www.cocoafl.org

From: Wyllie, Summer <Summer.Wyllie@brevardfl.gov>
Sent: Tuesday, October 01, 2019 12:20 PM
To: Diane Kozlak <dkozlak@cocoafl.org>
Cc: Smith, Jennifer <Jennifer.Smith@brevardfl.gov>; Darling, Steven <Steven.Darling@brevardfl.gov>
Subject: RE: Authorization to Piggyback RFP P-6-16-02

CAUTION! This email originated from an outside source. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe. If you suspect this is a phishing or malicious message, please report it by clicking the "Phish Alert" button above.

Hello Ms. Kozlak,

Thank you for reaching out. Brevard County has no concerns with the City of Cocoa piggybacking RFP-6-16-02 / HVAC Maintenance and Repair Services awarded to Trane. Per page 4, Item 26 of the original terms and conditions of the solicitation, the vendor may extend awarded pricing to other governmental entities at their discretion. City of Cocoa is eligible to do so if Trane is amicable as well.

Please let me know if our office can be of further assistance.

Sincerely,

Summer Wyllie
Procurement Analyst II
Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way
Bldg. C, Suite C303
Viera, FL 32940

Tel: (321) 617-7390 ext 59331
Fax: (321) 617-7391
Email: summer.wyllie@brevardfl.gov

Brevard County Purchasing Services

From: Darling, Steven
Sent: Monday, September 30, 2019 5:06 PM
To: Wyllie, Summer <Summer.Wyllie@brevardfl.gov>
Subject: FW: Authorization to Piggyback RFP P-6-16-02
Importance: High

Please address in the morning.

Respectfully,

Steven A. Darling, Jr.,
Interim Central Services Director
Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way
Bldg C Suite C303
Viera, FL 32940
C: 321-616-5201
O: 321-617-7390 ext 59334

From: Diane Kozlak <dkozlak@cocoafl.org>
Sent: Monday, September 30, 2019 4:14 PM
To: Darling, Steven <Steven.Darling@brevardfl.gov>
Subject: Authorization to Piggyback RFP P-6-16-02
Importance: High

Good Afternoon, The City of Cocoa Finance Director has asked me to see if we are eligible to piggyback off P-6-16-02? Please advise. Thank you.

Your assistance is truly appreciated.

Diane Kozlak, Senior Buyer
Purchasing Division

65 Stone St., Cocoa, FL 32922
Phone: (321) 433-8844
Fax: (321) 433-8860
Email: dkozlak@cocoafl.org

Serving our Community with PRIDE!

PLEASE NOTE: Florida has a very broad public records law. Most written communications (including contents of emails and email addresses) to or from City of Cocoa officials and employees regarding public business are public records available to the public and media upon request. Your written and e-mail communications may be subject to public disclosure. If you do not want your written and email communications released in response to a public records request, do not send written or email communications to City of Cocoa officials and employees. Instead, contact this office by phone.

Brevard COUNTY
Central Services

Florida's Space Coast

Purchasing Services
2725 Judge Fran Jamieson Way, Suite C303
Viera, FL 32940

Phone (321) 617-7390
Facsimile (321) 617-7391

NOTICE OF AWARD
January 20, 2016
RFP# P-6-16-02 / Countywide HVAC Maintenance and Repair Services

PROCUREMENT ANALYST: Sherry Collett

VENDOR	MEETS MINIMUM REQUIREMENTS	ITEMS AWARDED	AWARD AMOUNT – YEAR 1-5
Trane	**YES**	**ALL**	**$2,955,185.00**
Air Mechanical & Service	STATEMENT OF NO BID		

☐ BOARD AWARD--AGENDA ATTACHED

☒ APPROVED AWARD (NON-BOARD AGENDA):): (Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT)

Teresa Camarata, Central Services Director

Frank Abbate, Assistant County Manager

☐ Award to best ranked proposer, minimum three bids received.

☒ Award to best ranked proposer, less than three responses received: (copy to Manager)
REASON FOR LESS THAN THREE RESPONSES: 569 companies were notified, resulting in 34 plan-holders. Two (2) responses were received, with on (1) being a "No Bid".

AWARDED BY A COMMITTEE CONSISTING OF: Leslie Rothering, Purchasing Manager; Sherry Collett, Procurement Analyst; Jeff Thompson, Library Services; Greg Minor, Parks and Recreation; Carl Tucker, Facilities

FOR PURCHASING USE ONLY:
☐ ONE TIME PURCHASE

☒ ANNUAL BID:
EFFECTIVE DATE March 1, 2016 ENDING DATE February 28, 2021
RENEWAL OPTION ☐ One year ☒ Other (fill in) Two (2), one (1) year renewals
☒ Prompt Payment Discount Offered ☒ Yes 1% discount received 10 days of invoice date (Terms) ☐NO
☐ Performance and payment bonds received
☐ Release Cashier's Or Certified Check Received For Bid Deposit On Bids

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:
☒ Please provide certificate of insurance.
☒ Please provide performance bond as required.
☐ OTHER:

LR

Legislation Details (With Text)

File #:	19-465	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	9/26/2019			**In control:**	City Council
On agenda:	10/9/2019			**Final action:**	
Title:	Council approve the donation of miscellaneous Gym equipment from Cocoa Community First Inc. to the City of Cocoa for use at the Cocoa Police Department. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 26, 2014
Agenda Date: September 10, 2014
Prepared By: Michael Cantaloupe (Chief of Police)
Through: N/A
Requested Action:
Council approve the donation of miscellaneous Gym equipment from Cocoa Community First Inc. to the City of Cocoa for use at the Cocoa Police Department.

BACKGROUND:

Cocoa Community First Inc. was able to purchase miscellaneous gym equipment and would like to donate this equipment to the City of Cocoa for use at the Cocoa Police Department. Over the years the Police Department has had several pieces of gym equipment bought by officers and brought into the Police Department gym for use but when these officers left the department they took their equipment. This donated equipment would be the property of the City of Cocoa once donated and will be documented. This equipment would bring our current gym back to the level where it needs to be, is a benefit to the employees who want to keep themselves fit and also fits into the wellness program endorsed by the City. The availability of a functioning gym is also a cost saving benefit to the employees.

STRATEGIC PLAN CONNECTION:

Image and Employees.

BUDGETARY IMPACT:

The estimated value of the donated equipment is $2,700.

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Council approve the donation of miscellaneous Gym equipment from Cocoa Community First Inc. to the City of Cocoa for use at the Cocoa Police Department.

powered by Legistar™

Legislation Details (With Text)

File #:	19-467	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	9/27/2019			**In control:**	City Council
On agenda:	10/9/2019			**Final action:**	
Title:	Approve an Agreement with the University of Central Florida Research Foundation Inc. for police department strategic planning services and approve a budget amendment through the use of fund balance reserves in the amount of $50,000. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	University of Central Florida Research Foundation Inc. Service Agreement.pdf Budget Resolution FY 2020.pdf BAF 20-001-A -FN-UCF Police Contract (10-9-19)~ Agenda 19-467.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 26, 2019
Agenda Date: October 9, 2019
Prepared By: Matthew Fuhrer, Assistant City Manager
Through: John Titkanich, Jr. AICP, ICMA-CM
Requested Action:
To approve an Agreement with the University of Central Florida Research Foundation Inc. for police department strategic planning services and approve a budget amendment through the use of fund balance reserves in the amount of $50,000.

BACKGROUND:

On May 22nd 2019 City Council approved the final ranking and selection for Bid #Q-19-12-COC to the University of Central Florida for police department strategic planning services and allowed the City Manager to negotiate and execute a contract not to exceed the fiscal year 2019 budgeted amount of $50,000. The funds were budgeted in Fiscal Year 2019 through the use of one-time fund balance reserves and due to the timing of the bid, selection and contract negotiation the item is returning to City Council to amend the Fiscal Year 2020 budget to fund the project. This will ensure all project accounting occurs in one fiscal year and is aligned with the project schedule agreed to with the University of Central Florida.

STRATEGIC PLAN CONNECTION:

Public Safety Goal 1: To ensure that public safety resources are strategically allocated to provide

the most effective and efficient delivery of public safety services. Development of a multiyear strategic plan will support the strategic delivery of public safety services through a coordinated effort internally with the organization and externally with the community.

BUDGETARY IMPACT:

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

BAF# 20-001-A

Amount Requested	$50,000.00
Account Number	001-2100-521.31-00
Account Name	Professional Services

Source of Funds:

General Fund Balance Reserves : 001-0000-389.99-50

PREVIOUS ACTION:

On May 22nd 2019 City Council approved the final ranking and selection for Bid #Q-19-12-COC to the University of Central Florida for police department strategic planning services and allowed the City Manager to negotiate and execute a contract not to exceed the fiscal year 2019-budgeted amount of $50,000.

RECOMMENDED MOTION:

To approve an Agreement with the University of Central Florida Research Foundation Inc. for police department strategic planning services and approve a budget amendment through the use of fund balance reserves in the amount of $50,000.

Fixed Price Service Agreement

This Services Agreement ("Agreement") is entered into by and between City of Cocoa, a Florida municipal corporation ("Service Requestor") and the University of Central Florida Research Foundation, Inc., ("UCFRF"), a direct support organization and instrumentality acting for the benefit of and on behalf of The University of Central Florida Board of Trustees ("UCF"); individually a "Party" and collectively the "Parties".

In consideration of the following and for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Service Requestor and UCFRF agree as follows:

1. Term

UCFRF will perform the Services, described in Exhibit A, incorporated by reference herein, beginning on 09/01/2019 and shall not extend beyond 8/31/2020 unless the period is extended by modification of this Agreement.

2. Financial Support and Payment

2.1 Service Requestor hereby agreed to pay UCFRF a fixed fee of $50,000.00. Payment schedule is as follows:

Upon Execution	20,000.00
11/15/19	15,000.00
1/17/20	15,000.00

2.2 In accordance with the invoicing schedule, invoices shall be submitted to:

Name:	Attn: Kathleen Frederick
Address:	65 Stone St.
Address:	[ADDRESS LINE 2]
City State Zip:	Cocoa, FL 32922

2.3 Payment by check shall be made payable to University of Central Florida and remitted to:

University of Central Florida
PO Box 160119
Orlando, FL 32816-0019

2.4 Payment may also be remitted by credit card and instructions are provided at Service Requestors request.

2.5 UCFRF may choose to discontinue performance of the Services if Service Requestor fails to pay any invoice within thirty (30) days of receipt.

3. Reports

UCFRF will provide Service Requestor a final report summarizing the results of the Services, as described in Exhibit A.

4. Administrative Consideration

Service Requestor understands that UCFRF does not have any employees, and that all personnel performing under this Agreement are employees or agents of UCF. The policies of UCF concerning salaries and fringe benefit rates are to apply.

5. Intellectual Property

5.1 Service Requestor hereby provides UCFRF a non-exclusive, royalty-free, fully paid up license to use any materials Service Requestor provides to UCFRF. UCFRF shall not use such materials in any manner other than for the provision of the Services.

5.2 Service Requestor will receive title to any data or test results generated. Title to all other intellectual property including, without limitation, any inventions and discoveries conceived or first reduced to practice, all computer software, works, and material developed in the course of performance of the Services, whether or not protectable by patent, trade secret or copyright shall be owned by UCFRF.

5.3 Notwithstanding any other provision of this Agreement to the contrary, UCFRF and UCF reserve an irrevocable, non-exclusive, royalty-free, nontransferable license to make and use the intellectual property, data, and test results generated hereunder for educational and research and development activities practiced by UCFRF and UCF.

6. Publication

Any research or research results generated in conjunction herewith shall be subject to unrestricted publication or dissemination provided that such publication or dissemination will not compromise the ability to file for patent protection or inadvertently divulge proprietary information of a Party.

7. NO REPRESENTATIONS AND WARRANTIES

UCFRF IS A 501(C) (3) NON-PROFIT DIRECT SUPPORT ORGANIZATION OF UCF. UCFRF AND UCF MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH REGARD TO THE SERVICES PERFORMED UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT ANY SERVICES OR INTELLECTUAL PROPERTY PROVIDED OR DEVELOPED BY UCFRF UNDER THIS AGREEMENT WILL NOT INFRINGE ANY THIRD PARTY PATENT, COPYRIGHT, TRADEMARK, OR OTHER THIRD PARTY RIGHTS. UCFRF AND UCF MAKE NO REPRESENTATION AS TO THE USEFULNESS OF ANY SERVICE DELIVERABLE OR INTELLECTUAL PROPERTY. IF SERVICE REQUESTOR CHOOSES TO EXPLOIT SERVICE DELIVERABLES OR INTELLECTUAL PROPERTY IN ANY MANNER WHATSOEVER, IT DOES SO AT ITS OWN RISK.

8. Limitation Of Damages

In no event shall UCFRF, UCF or Service Requestor be responsible for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this Agreement, any materials or information provided by any party to any other party, and regardless of whether it was advised or had reason to know of the possibility of incurring such damages in advance. The foregoing limitation of liability will survive any termination of this Agreement and will apply without regard to any other provision of this Agreement which may have been breached or have been proven ineffective.

9. Assumption of Risk

9.1 City, UCFRF and UCF expressly retain all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes, and nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability beyond any statutory waiver. The parties acknowledge and agree that UCFRF is a direct support organization acting on behalf of and as an instrumentality of UCF and that the cap on the amount and liability of UCFRF and UCF for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the lesser of the (i) dollar amount set by the legislature for tort in Section 768.28, Florida Statutes or (ii) policy limits of UCFRF's insurance coverage. Service Requestor agrees, at its sole expense, to defend, indemnify and hold harmless UCF, UCF's officers, employees, servants, and agents, and the UCF Board of Trustees from and against any and all suits, claims, demands, penalties, fines, charges, causes of action, damages, losses, liabilities, costs and expenses (including without limitation attorneys' fees) arising from or related to intellectual property infringement for content provided by Service Requestor under this Agreement or for any action or inaction taken by Service Requestor under this Agreement.

9.2 Each party assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that party and its officers, employees, servants, and agents thereof while acting within the scope of their employment.

10. Termination

10.1 Either Party may terminate this Agreement for any reason upon thirty (30) days written notice to the other.

10.2 Service Requestor will pay UCFRF any costs or non-cancellable obligations which have accrued or been encumbered up to the actual date of termination and Service Requestor will not be relieved of the obligation to pay those costs because of a termination hereunder.

11. Confidential Information and Public Records

A. Should it be necessary for either Party to receive confidential or exempt information ("Information"), any Information disclosed in tangible form shall be marked as confidential or exempt by the disclosing party. Information disclosed in intangible form shall be identified as confidential or exempt at the time of disclosure, summarized in a marked writing and delivered to the receiving party within thirty (30) days of initial disclosure. The receiving party and its personnel agree to safeguard the Information to the same extent it safeguards its own. Information does not include information that, as evidence by written record, is:
    a. Already known to the receiving party at the time of disclosure; or
    b. Generally available to the public or becomes available to the public through no fault of the receiving party; or
    c. Developed independently of and without reference to the disclosing party's confidential information; or
    d. Received from a third party who had the legal right to disclose such information without restriction; or

e. Disclosed under operation of law, regulation, or in response to a judicial, administrative or legislative order, but the receiving party shall, to the extent permitted by law, first notify the disclosing party to provide the disclosing party an opportunity to prevent disclosure; or
f. Disclosed by receiving party with disclosing party's prior written approval.

B. Upon written request of the disclosing party, the receiving party shall promptly return or destroy all Information of the disclosing party, together with all copies, other forms of reproduction, or description of the Information made by the receiving party, except that the receiving party may retain one copy of the Information for legal and archival purposes only.

C. UCFRF and City are subject to chapters 119 and 286, Florida Statutes, the public records and meetings laws, respectively, and both parties must comply with the public meetings and records laws in carrying out their responsibilities under this Agreement, except to the extent that UCFRF is a Direct Support Organization, wherein exemptions set forth in 1004.28, Florida Statutes, are applicable.

12. Equipment

UCFRF will be accountable for and hold title to all equipment purchased under this Agreement and will be responsible for employing it for the overall purpose of the project. UCFRF agrees to maintain sufficient records to enable Service Requestor to fulfill its accountability. Each Party will be accountable for and keep title to all equipment it owns and utilizes under this Agreement.

13. Non-Use of Names

Neither Party may use each other's name or trademarks in any promotion, statement, advertisement, press release or communications to the general public or any third party without each other's express written consent. Any proposed public statement, advertisement, press release or communications by either Party shall be submitted to the other Party for its review and written approval at least thirty (30) days prior to the planned dissemination or publication, unless otherwise required. However, nothing shall prohibit either Party from complying with Florida Statutes 1004.22(2) regarding sponsored research activities.

14. Export Control

Each party acknowledges that it is subject to and agrees to abide by the United States laws and regulations controlling the export or transfer of information, technical data, software, items, materials, mockups/prototypes, biological materials and other items (including the Arms Export Control Act ("AECA"), as amended and enumerated in the International Traffic Arms Regulations ("ITAR") 22 CFR Parts 123-130, and the Export Administration Act ("EAA") of 1979 enumerated in the Export Administration Regulations ("EAR") 15 CFR Parts 300-799). The transfer of such items and technical data may require a license from the cognizant agency of the U.S. Government or written assurances by Consultant that it shall not export such items to certain foreign countries and/or foreign persons without prior approval of the cognizant agency. UCFRF neither represents that a license is or is not required or that, if required, it shall be issued.

15. Notices

All notices and other communication given under this Agreement shall be addressed or sent via electronic mail to the address set forth below unless by a previous notice a different person or address has been designated.

To UCFRF for administrative matters:
University of Central Florida Research Foundation
12201 Research Parkway, Suite 501
Orlando, Florida 32826-3246

Attn: Terri Bigham
Email: Terri.bigham@ucf.edu

To Service Requestor for administrative matters:
City of Cocoa City Manager's Office65 Stone St.
Cocoa, FL 32922

Attn: Kathleen Frederick
Email: kfrederick@cocoafl.org

To UCFRF for technical matters:
School of Public Administration
12494 University Blvd
Orlando, FL 32816

Attn: David Mitchell
Email: David.mitchell@ucf.edu

To Service Requestor for technical matters:
City of Cocoa City Manager's Office
65 Stone St
Cocoa, FL 32922

Attn: Matthew Fuhrer
Email: mfuhrer@cocoafl.org

16. Miscellaneous

16.1 This Agreement will be governed by the laws of the State of Florida and the United States. Any dispute between the Parties concerning this Agreement shall be decided in a court of competent jurisdiction of the Parties and the subject matter hereof in Orange County, Florida. The Parties specifically waive the right to any other jurisdiction and venue, and the defense based on inconvenient forum.

16.2 The Parties to this Agreement are and will remain independent contractors and nothing herein will be construed to create a partnership, agency or joint venture between us. Neither party shall have any authority to bind the other or the other's representatives in any way and shall not represent to any third party that it has such authority.

16.3 Except as otherwise provided herein, neither party shall be obligated to perform, and neither party shall be deemed to be in default of its performance, if prevented by: (a) fire, earthquake, hurricane, wind, flood, act of God, riot, or civil commotion or (b) any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities, war, or governmental law and regulation, or (c) labor dispute which results in a strike or work stoppage affecting the performance under this Agreement.

16.4 The Parties understand and agree that a party may suffer irreparable harm in the event of breach of any of the obligations under this Agreement and that monetary damages may be inadequate to compensate for such breach. Accordingly, the Parties agree that, in the event of a breach, or threatened breach by a Party, of any of the provisions of this Agreement a Party, in addition to any other available rights, remedies or damages, shall be entitled to seek a temporary restraining order, preliminary injunction and permanent injunction in order to prevent or to restrain any such breach by the Party, or its employees, servants, agents and any and all persons directly or indirectly acting for the Party.

16.5 Neither Party may assign or transfer its rights and remedies nor transfer its obligations or subcontract for any of the Services to be performed under this Agreement, in whole or part, without the prior written consent of the other Party. This Agreement is binding upon the Parties and their permitted successors and assigns.

16.6 No waiver or delay by either Party to exercise any right or remedy of any breach of any provision hereof will constitute a waiver of any other breach of that provision or of any other provision hereof.

16.7 If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall not be affected or impaired but shall remain in full force and effect.

16.8 Each Party represents that it has the right, power, and authority to enter into this Agreement and that it shall comply with applicable state and federal laws in its performance hereunder.

16.9 Modifications to this Agreement may be made on in writing signed by authorized signatories of both parties.

16.10 This Agreement consists of the following parts and constitutes the entire Agreement of the parties with respect to the subject matter hereof. Any other agreement, written or oral, is hereby superseded.

a. Articles 1-14
b. Exhibit A

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date set forth below.

University of Central Florida Research Foundation, Inc.		City of Cocoa	
By:	Terri Bigham	By:	
Print Name	Terri Bigham	Print Name	John Titkanich, Jr.
Title	Assistant Director	Title	City Manager
Date	09/13/2019	Date	[DATE] 9/17/19

EXHIBIT A – SCOPE OF WORK AND DELIVERABLES

UCF School of Public Administration (UCF SPA) proposes the following approach to delivering a strategic plan to guide Cocoa PD through the next five years. The process will be structured in five phases over 5 to 6 months, as follows:

1. Organizational and Community Engagement – UCF SPA gathers input from internal and external sources to understand and document Cocoa PD history and practice as a foundation for strategic planning activities.
2. Strategic Issue Identification – UCF SPA facilitates conversations with Cocoa PD stakeholders to define departmental mission, vision, values in order to identify and prioritize strategic issues.
3. Strategy Development – UCF SPA works with organizational and departmental decision makers to establish goals, objectives, and initiatives designed to effectively address the selected strategic issues within the five-year planning period.
4. Implementation and Evaluation Planning – UCF SPA collaborates with departmental staff to plan for implementation of the strategic initiatives and evaluation of progress toward initiative completion and objective achievement.
5. Plan Presentation – UCF SPA and Cocoa PD leadership present and publish the final strategic plan for senior management, elected officials, and the Cocoa community.

Timeline

The following is a proposed timeline for the phases, activities, and deliverables that are detailed further in the next section. UCF SPA remains flexible to amending/modifying the schedule to meet the needs of Cocoa PD management and stakeholders.

Strategic Planning Timeline - DRAFT																							
	Timeframe (Weeks)																						
Activities/Action Items	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
PHASE 1 - Organizational and Community Engagement																							
Review CPSM report and document pertinent information	X	X																					
Background interviews with organizational and community leadership	X	X																					
Identify key stakeholders and their expectations of Cocoa PD		X	X																				
Hold community engagement meetings				X	X	X																	
Identify significant community and professional current events and trends	X	X	X	X	X	X																	
DELIVERABLE: Department Background report							X	X															
PHASE 2 - Strategic Issue Identification																							
[illegible]				X	X	X																	
Conduct SWOT and TOWS analyses with various groups of departmental stakeholders							X	X	X														
Identify and prioritize departmental strategic issues									X	X													
DELIVERABLE: Strategic Issue Statements											X												
PHASE 3 - Strategy Development																							
Establish strategic goals that effectively address the prioritized strategic issues											X	X											
Select strategic objectives that can demonstrate tangible progress toward goal achievement												X	X										
Identify strategic initatives that can collectively meet objectives													X	X	X								
DELIVERABLE: Strategic Goals, Objectives, and Intiatives Report															X								
PHASE 4 - Implementation and Evaluation Planning																							
Identify tasks, schedule, resources, responsibilities for each strategic initiative															X	X	X	X					
Schedule implementation efforts over course of strategic plan																	X	X					
Identify measurement strategies and responsibilities to track progress over course of strategic plan																	X	X					
DELIVERABLE: Implementation and Evaluation Plan																		X	X				
PHASE 5 - Plan Presentation																							
Finalize strategic plan document																				X	X	X	
Prepare presentation of final strategic plan																							X
DELIVERABLE: Strategic plan document and presentation																							X

Activities and Deliverables by Phase

Phase One Activities –

UCF SPA gathers information to prepare a departmental background report; relying primarily on 2018 ICMA Center for Public Safety Management report, leadership interviews, four community engagement meetings (including targeted invitations based on a detailed stakeholder analysis), and research of pertinent events and trends within the community and profession. This report provides an initial knowledge base for the strategic plan audience as well as the UCF SPA team, and provides an initial sketch of departmental strengths, weaknesses, opportunities, and threats (SWOTs).

Phase 1 Deliverable: Departmental background document the includes its history, structure, stakeholders and their expectations, and a review of pertinent events and trends.

Phase Two Activities –

UCF SPA facilitates stakeholders through the strategic issue identification process. First, internal and external stakeholders will provide input regarding the existing departmental mission, vision, and values statements; which may be recommended for revision based upon the feedback. Second, UCF SPA solicits initial input from internal and external stakeholders regarding departmental SWOTs through a variety of in-person and virtual avenues. Third, UCF SPA facilitates a half-day session with key departmental stakeholders to finalize the SWOT analysis, conduct a TOWS analysis that helps identify strategic issues, and then utilize the mission, vision, and values statements to priority strategic issues. Fourth, UCF SPA collaborates with departmental staff and key stakeholders to craft strategic issue statements.

Phase 2 Deliverables: Revised mission, vision, and value statements; SWOT/TOWS analyses; strategic issue statements

Phase Three Activities –

UCF SPA collaborates with departmental staff to identify strategic goals, objectives, and initiatives. Goals are first crafted as answers to the questions posed by the strategic issues, in broad, abstract, and aspirational statements. For each goal, objectives are defined as quantifiable, measurable performance targets that demonstrate substantial progress toward the goal by a certain date. Initiatives are then identified as actions taken by the organization in an attempt to meet the performance targets set by the objectives. Strategy development takes place at first in collaboration with key departmental staff, and then the product can be discussed and ratified by a larger group of stakeholders.

Phase 3 Deliverable: Strategic goals, objectives, and initiatives report

Phase Four Activities –

Merely establishing goals, objectives, and strategies is not enough to complete a quality strategic plan. Therefore, UCF SPA works in concert with departmental staff to create an implementation plan that includes all of the tasks, schedules, resources, and responsibilities required to implement each strategy so that it can be adequately tested for feasibility. UCF SPA also collaborates with departmental staff to create an evaluation plan that will track progress toward implementing strategies and meeting objectives To do this, UCF SPA and Cocoa PD work to identify the data source to track each identified plan element, determine the appropriate evaluation interval, assign responsibility for monitoring each element, and establish a reporting structure that communicates strategic performance data to appropriate stakeholders on an appropriate basis.

Phase 4 Deliverable: Implementation and evaluation plan

Phase Five Activities –

UCF SPA prepares a final strategic plan document and presentation for review and approval by departmental and city leadership. Once approved, the presentation can be made to elected officials, the general community, and/or departmental staff. The document will be available for hard-copy and electronic publication as desired.

Phase 5 Deliverables: Strategic plan document; strategic plan presentation

RESOLUTION NO. 2019-087

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2020; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2019, and ending on September 30, 2020, at a Regular meeting held on September 25, 2019; and

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

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

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

SECTION 1. The 2019-2020 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 9th day of October, 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2020 - 20-001-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/03/19

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 50,000	001-0000-389.99-50		Fund Balance Reserves	$ 1,816,523	$ 1,816,523	$ 1,866,523	$ 1,866,523
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 50,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 50,000	001-2100-521.31-00		Professional Services	$ 5,065	$ 5,065	$ 55,065	$ 55,065
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 50,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

On May 22nd 2019 City Council approved the final ranking and selection for Bid #Q-19-12-COC to the University of Central Florida for police department strategic planning services and allowed the City Manager to negotiate and execute a contract. The funds were budget in Fiscal Year 2019 however due to the time of the bid, selection and contract negotiation the item is being returned to Council to amend the Fiscal Year 2020 budget. This will ensure all project accounting occurs in one fiscal year and is aligned with the project schedule agreed to with the University of Central Florida. Agenda 19-467

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 10/09/19 *RESOLUTION #:* 2019-087

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.

10/3/19 Lea Taylor Digitally signed by Lea Taylor Date: 2019.10.03 08:26:10 -04'00'	10/3/19 Lea Taylor Digitally signed by Lea Taylor Date: 2019.10.03 08:26:39 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
10/3/19 Matthew Fuhrer Digitally signed by Matthew Fuhrer Date: 2019.10.03 10:17:22 -04'00'	10/3/19 Lora Howell Digitally signed by Lora Howell Date: 2019.10.03 11:23:18 -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 #:	19-478	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Consent Agenda
File created:	10/2/2019			**In control:**	City Council
On agenda:	10/9/2019			**Final action:**	
Title:	Approve an Annexation Report for property generally located on the NW quadrant of State Road 524 and State Road 520. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cape Canaveral Heights_Annex Report 10-9-19.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 2, 2019
Agenda Date: October 9, 2019
Prepared By: Nancy A. Bunt, Community Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
Approve an Annexation Report for property generally located on the northwest quadrant of State Road 524 and State Road 520.

BACKGROUND:

Representatives of Cape Canaveral Heights Properties, Inc. have requested the City annex properties generally located on the northwest quadrant of State Road 524 and State Road 520. Most of the property proposed to be annexed are owned by Cape Canaveral Heights Properties, Inc. and other affiliates thereof. Several other parcels are owned by other persons or entities. Staff has conducted an Annexation Report which establishes that the proposed annexation of properties located in the NW quadrant of State Road 524 and State Road 520 Annexation Study area meet the requirements for annexation as outlined in Florida Statutes Chapter 171. The annexation area consists of approximately ±139.23 acres of property which has an existing layout of subdivided lots and 60' foot access easements for future residential development. There are no registered electors residing on the property included within the Annexation Study Area. Therefore, no referendum on annexation is required, pursuant to Section 171.0413(6), Florida Statutes. Instead, consent of property owners representing at least 50% of the land area and at least 50% of the parcels to be annexed is required prior to final adoption of the annexation ordinance. However, prior to commencing the annexation process, Florida Statutes require the City to prepare and file an Annexation Report with the Brevard County Commission. The report serves as a prerequisite to annexation, showing that the City can provide the needed public facilities and services to the subject area in the same manner as such services are provided within the rest of the City of Cocoa. The

property is suitable for development for urban purposes.

As stated in the Report, the annexation area considered in this study is located in unincorporated Brevard County, primarily north of the intersection of State Road 524 and State Road 520 bounded on the west vacant, agricultural and residential unincorporated Brevard County parcels, on the east by Adamson Road, on the south by State Road 520 and State Road 524, and on the north by Florida Power and Light Right-Of-Way. The subject area is reasonably compact and contiguous with current municipal boundaries of the City. The annexation will not create enclaves. This area is in Brevard County Commission District #1, which is currently represented by Brevard County Commissioner Rita Pritchett. If annexed into the City of Cocoa, the area is adjacent to existing City Council District #3 only, which is represented by City Councilmember Don Boisvert.

The proposed future land use designations and zoning classifications presented in the annexation study report are preliminary, they may be modified once a more detailed land use analysis occurs when the developer submits various development permit applications to develop the subject property. Brevard County's and Cocoa's proposed future land use designations are generally consistent. The proposed area is covered by a Brevard County Future Land Use of Residential 2. The area is zoned AU Agricultural Residential on the eastern portion, TR-3 Mobile Home Park on the northwest portion and RVP Recreational Vehicle Park on the southwest portion. Pursuant to Section 171.062 Florida Statutes, Brevard County land use plan and zoning or subdivision regulations will remain in effect until the City of Cocoa adopts a comprehensive plan amendment for the annexed area.

Upon approval of the Annexation Report and prior to commencing annexation procedures, staff will transmit the report to the Brevard County Board of County Commissioners and obtain the necessary consents from the property owners.

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STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

There is no immediate budgetary impact related to this agenda item or annexation report.

PREVIOUS ACTION:

At a May 28, 2002 Special Meeting, City Council authorized the Office of Economic Development to adopt a broadened use of existing statutory authority to initiate and conduct annexations. This annexation is consistent with those policy directives.

RECOMMENDED MOTION:

Approve an Annexation Report for property generally located on the northwest area of Adamson Road, State Road 524, and State Road 520.

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CITY OF COCOA
Cape Canaveral Heights
State Road 520 and State Road 524
ANNEXATION REPORT

October 9, 2019

Prepared by:
Nancy Bunt, Community Services Director
Angela Essing, Senior Planner

Cape Canaveral Heights
State Road 520 and State Road 524
ANNEXATION REPORT

This report was prepared pursuant to Section 171.042, Florida Statutes, and sets forth the plans to annex real property located in the NW quadrant of State Road 524 and State Road 520 ("Annexation Study Area"). The Annexation Study Area meets the requirements for annexation under Chapter 171, Florida Statutes. The Annexation Study Area consists of approximately ±139.23 acres of vacant land which has an existing layout of subdivided lots and 60' foot access easements for future residential development. No registered electors exist on the Annexation Study Area, and therefore no referendum on annexation is required by Section 171.0413(6), Florida Statutes. Instead, consent of property owners representing at least 50% of the land area and at least 50% of the parcels to be annexed is required and will be obtained by the City of Cocoa prior to final adoption of the annexation ordinance. This report demonstrates that the City can provide the needed public facilities and services to the Annexation Study Area in the same manner as such services are provided within the rest of the City of Cocoa. Said area is suitable for development for urban purposes.

Introduction

The annexation area considered in this study is located in unincorporated Brevard County, primarily north of the intersection of State Road 524 and State Road 520 bounded on the west vacant, agricultural and residential unincorporated Brevard County parcels, on the east by Adamson Road, on the south by State Road 520 and State Road 524, and on the north by Florida Power and Light Right-Of-Way. This area is in Brevard County Commission District #1, which is currently represented by Commissioner Rita Pritchett. If annexed into the City of Cocoa, the area would be in City Council District #3, which is represented by City Councilmember Don Boisvert. Refer to Exhibit 1 - Location Map.

The development pattern within the annexation area is low density residential with native vegetation. The area to the southeast is currently being developed for urban purposes with a suburban form. This is evidenced by the existing subdivision of lots and tracts within the Annexation Study Area and surrounding area. The Annexation Study Area is surrounded by vacant parcels and single-family development, an agricultural use to the west, residential and vacant vegetation along State Road 520 to the south, and vacant parcels and residential development to the east. The State Road 524 and 520 interchange is located at southernmost point of the annexation area. The State Road 524 and Adamson Road interchange is located at the southeast portion of the annexation area.

The annexation study area is reasonably compact and contiguous to existing City boundaries, is not part of another incorporated municipality, is urban in character, and would not create an enclave upon annexation. The annexation area meets the criteria set forth in subsection 171.043 of the Florida Statutes, entitled, "Character of the Area to be Annexed."

Current and Proposed Future Land Use and Zoning

Following annexation, the City of Cocoa will initiate comprehensive plan amendments to assign the appropriate residential City future land use designations for the annexed properties. The proposed residential future land use designations and zoning classifications presented in this annexation study report are preliminary, they may be modified once a more detailed land use analysis occurs when initiating the necessary comprehensive plan amendments. Preliminarily, Brevard County's and Cocoa's

proposed future land use designations are generally consistent. The proposed area is covered by a Brevard County Future Land Use of Residential 2. The area is zoned AU Agricultural Residential on the eastern portion, TR-3 Mobile Home Park on the northwest portion and RVP Recreational Vehicle Park on the southwest portion. Pursuant to Section 171.062 Florida Statutes, Brevard County land use plan and zoning or subdivision regulations will remain in effect until the City of Cocoa adopts a comprehensive plan amendment for the annexed area. Refer to Exhibit 2 – Brevard County Existing Future Land Use Designations, Exhibit 3 – City of Cocoa Proposed Future Land Use Designations, and Exhibit 4 – Brevard County Existing Zoning, and Exhibit 5 – City of Cocoa Proposed Zoning.

General Land Use Pattern

Surrounding Uses	Current Use	Zoning	Future Land Use	Density Designation
Subject Property	Vacant and residential dwellings	County AU, RVP, & TR-3	County Residential 2	2 du/1 acre
North	Vacant	County AU & RR-1	County Residential 2	2 du/1 acre
East	Commercial businesses and residential dwellings	County AU & County RR-1 & City RR-1	County Neighborhood Commercial & Residential 8	N/A & 8 du/1 acre
South	Vacant	County PUD & BU-1	County Community Commercial & Residential 8	N/A & 2 du/1 acre
West	Vacant	County AU	RES-1	1 du/1 acre

Current and Potential Service Providers

Service	Current Service Providers (Brevard County)	Potential Service Providers (City of Cocoa)
Potable Water	City of Cocoa	City of Cocoa
Wastewater	Private Septic Systems, and Brevard County	Brevard County or City of Cocoa
Reclaimed Water	None	City of Cocoa
Electric Service	Florida Power and Light	Florida Power and Light
Solid Waste	Brevard County/Private haulers	City of Cocoa/Private hauler
Stormwater	Brevard County	City of Cocoa
Police	Brevard County Sheriff's Office	City of Cocoa
Fire	Brevard County Fire Department	City of Cocoa

What follows is a brief description of how the City of Cocoa will provide each of the needed urban services to the Cape Canaveral Heights, Ste Road 520 and State Road 524 study area upon annexation.

Potable Water: The annexation study area is currently served by the City of Cocoa for potable water services. The City has a 36" PCCP (Pre-Stressed Concrete Cylinder) distribution line located within the right-of–way of State Road 524. Within the right-of-way of State Road 520 the City of Cocoa has a 36" PCCP distribution line and a 54" PCCP distribution line. The City also has a network of water service lines including a 12" AC (Asbestos Cement) water main located within the right-of-way of Adamson Road. See Exhibit 6, 7 and 8.

If annexed, the subject properties will remain with the City of Cocoa water service and there will be no interruption of service. The current 10% surcharge for outside-City water service will be discontinued upon annexation.

Wastewater: The annexation study area is currently served by Brevard County Utilities. The County maintains both a 10" sanitary sewer line on State Road 524 and a 12" sanitary sewer line on State Road 520 abutting the subject parcels. Both lines include existing force mains. The City of Cocoa and Brevard County will need to enter into service agreements for this annexation. See Exhibit 9.

Reclaimed Water: The annexation study area is not currently served by Brevard County or the City of Cocoa for reclaimed water services. The City of Cocoa reclaimed water services are expanding to the west with developments like Integra on State Road 524 and with continued expansions will serve this area in the future.

Electric Service: The annexation study area is served by Florida Power & Light for electric services. If annexed, the neighborhood will remain with Florida Power & Light and there will be no interruption of service. Upon annexation, electric rates will remain same.

Solid Waste: The annexation area is currently served by a private solid waste contractor, Waste Management for garbage collection services. Upon annexation, the private solid waste contractor for the City of Cocoa, Waste Management will continue to provide service to this area.

Stormwater Management: The Annexation Study Area will be subject to the City of Cocoa's stormwater utility program upon annexation. Said program is now funded by a levy of an annual stormwater utility special assessment. The assessment provides funding to maintain the City's stormwater utility program which will provide a special benefit to the Annexation Study Area including, but not limited to, maintenance for the retention ponds and drainage features in the area. The amount of the stormwater special assessment would vary depending on the amount of imperviousness on each property, and on whether the annexed properties have existing on-site stormwater management systems and will be billed on the annual tax bill.

The current Rate Schedule for Fiscal Year 2020 (October 1, 2019 - September 30, 2020) Assessment Rates for Single Family Parcels (residential)*

Tier 1: 400-2,300 sq. ft. of impervious area	Tier 2: 2,400-4,400 sq. ft. of impervious area	Tier 3: Greater than 4,400 sq. ft. of impervious area
$71.96	$110.71	$192.64

*Independent of any common area associated with the parcel.

Assessment Rates for Non-Single-Family Parcels per Equivalent Residential Unit (ERU) is $110.71. Upon annexation, the City of Cocoa will evaluate the area to determine any deficiencies related to drainage and stormwater management.

Police Protection: The annexation area is currently served by the Brevard County Sheriff's Department for crime prevention and police protection services. Upon annexation, the City of Cocoa Police Department has indicated that they would be able to provide crime prevention and police protection services at the same level of service provided to other City residents and businesses with existing resources. The annexation study would become part of the City of Cocoa Police Department's law enforcement jurisdiction.

Fire Protection: The Annexation Study Area is currently served by the Brevard County Fire Department for fire prevention and protection services. Brevard County's Fire Station No. 44 (3785 W. King Street), located ±7.0 miles from the intersection of State Road 520 and State Road 524. Back-up service is provided by Cocoa Fire Department Engine 31 (1740 Dixon Blvd), located ±6 miles from the same intersection, that currently provides ALS (Advanced Life Support) as well as fire protection and prevention service to the area. Upon annexation, the Annexation Study Area will be subject to the City of Cocoa's levy of an annual fire special assessment to fund all or part of the fire protection services and facilities afforded by the City of Cocoa to properties located within the jurisdictional limits of the City of Cocoa. The current Rate Schedule for Fiscal Year 2020 (October 1, 2019 - September 30, 2020) fire assessment rates are as follows:

Benefit Tier	Equivalent Benefit Unit (EBU)	Applicable to	Rate per EBU	Maximum Rate per EBU
Residential total assessment	Per Dwelling Unit	Improved non-exempt residential parcels	$215.63	$306.12
Non-residential: Response Readiness Availability	• Improved Property - Per parcel • Un-improved Property - Per parcel or parcel equivalent (Parcel EBU)*	All improved and un-improved non-exempt parcels	$152.46	$216.45
Protection from Loss of Structures	Per $5,000 of structure value (Structure EBU) rounded down to the nearest $5,000.	Improved non-exempt parcels	$9.55	$13.55

Upon annexation, the City of Cocoa's Fire Station No. 3 (3505 SR 524), located ±4 miles from the intersection of State Road 520 and State Road 524, will serve as the primary station. Back-up service will be provided by City of Cocoa's Fire Station No. 1 (1740 Dixon Blvd.), located ±6 miles from the same intersection and Brevard County's Fire Station No. 44 (3785 W. King Street), located ±7.0 miles from the intersection of State Road 520 and State Road 524. All stations will provide Enhanced BLS (Basic Life Support) services and fire prevention and protection services.

Brevard County and the City of Cocoa currently operate under an Automatic Aid Agreement for ALS services, therefore the existing level of emergency rescue services will be maintained. C.F.R 1910 requires two firefighters outside a structure when any team of firefighters enters a smoke-filled structure. NFPA 1710 requires adequate firefighting personnel on scene prior to fire ground interior operations. These two mandates essentially require that initial and back-up units arrive on scene to provide safe and effective fire scene operations. Therefore, the City of Cocoa is, for all intents and purposes, in a better position to provide fire prevention and protections services due to the closer proximity of back-up resources.

Summary

The Cape Canaveral Heights, State Road 520 and State Road 524 Annexation Study Area is contiguous and compact and, upon annexation, would provide a logical extension of City boundaries. Said area is currently subdivided and suitable for urban purposes. The City of Cocoa has, and can provide, the necessary public facilities and services to serve the Cape Canaveral Heights, State Road 520 and State Road 524 Annexation study area in the same manner as such services are provided within the rest of the City of Cocoa.

Exhibit 1

EXHIBIT 1



PARCELS TO BE ANNEXED - NOT OWNED BY APPLICANT

Tax Parcel #	Parcel I.D.#	Tax Account #	Owner
10	24-35-28-00-10	2408237	Brown, Clover M; Brown, Tiffany
34	24-35-28-00-34	2408261	Penko, Stanley V; Penko, Jeanette M
755	24-35-28-00-755	2408310	Green, Tommy L
757	24-35-28-00-757	2408312	Green, Milford; Boothe, Christine
759	24-35-28-00-759	2408314	Green, Milford L
773	24-35-28-00-773	2408328	Ditsch, John J
776	24-35-28-00-776	2408331	Nuckols, Edward; Ehresman, Norman D
777	24-35-28-00-777	2408332	Grutzik, Josephine B
787	24-35-28-00-787	2408342	Andreu, Luis Edward
788	24-35-28-00-788	2408343	Biondo, Joseph
800	24-35-28-00-800	2408355	Patel, Atul
801	24-35-28-00-801	2408356	Albright, W Douglas
802	24-35-28-00-802	2408357	Erlman, James; Motte, Roque; Dooley, Edward
805	24-35-28-00-805	2408360	Koontz, Doris M
808	24-35-28-00-808	2441803	Joseph, Celo; Joseph, Marietta
809	24-35-28-00-809	2443045	Carpinello, Anthony

PARCELS OWNED BY APPLICANT

Tax Parcel #	Parcel I.D.#	Tax Account #	Owner
1	24-35-28-00-1	2408228	Cape Canaveral Heights Properties, Inc.
7	24-35-28-00-7	2408234	Jacob Aaron Corp.
17	24-35-28-00-17	2408244	Jacob Aaron Corp.
20	24-35-28-00-20	2408247	Jacob Aaron Corp.
28	24-35-28-00-28	2408255	Jacob Aaron Corp.
45	24-35-28-00-45	2408277	Gigi II LLC
46	24-35-28-00-46	2408273	Jacob Aaron Corp.
47	24-35-28-00-47	2408274	Jacob Aaron Corp.
56	24-35-28-00-56	2408283	Jacob Aaron Corp.
57	24-35-28-00-57	2408284	Jacob Aaron Corp.
61	24-35-28-00-61	2408288	Jacob Aaron Corp.
71	24-35-28-00-71	2408298	Jacob Aaron Corp.
752	24-35-28-00-752	2408307	Gigi II LLC
754	24-35-28-00-754	2408309	Jacob Aaron Corp.
756	24-35-28-00-756	2408311	Gigi II LLC
758	24-35-28-00-758	2408313	Jacob Aaron Corp.
760	24-35-28-00-760	2408315	Jacob Aaron Corp.
761	24-35-28-00-761	2408316	Gigi II LLC
763	24-35-28-00-763	2408318	Jacob Aaron Corp.
764	24-35-28-00-764	2408319	Jacob Aaron Corp.
766	24-35-28-00-766	2408321	Jacob Aaron Corp.
770	24-35-28-00-770	2408325	Jacob Aaron Corp.
771	24-35-28-00-771	2408326	Jacob Aaron Corp.
772	24-35-28-00-772	2408327	Jacob Aaron Corp.
774	24-35-28-00-774	2408329	Gigi II LLC
778	24-35-28-00-778	2408333	Jacob Aaron Corp.
779	24-35-28-00-779	2408334	Jacob Aaron Corp.
780	24-35-28-00-780	2408335	Jacob Aaron Corp.
781	24-35-28-00-781	2408336	Jacob Aaron Corp.
782	24-35-28-00-782	2408337	Jacob Aaron Corp.
786	24-35-28-00-786	2408341	Jacob Aaron Corp.
789	24-35-28-00-789	2408344	Jacob Aaron Corp.
790	24-35-28-00-790	2408345	Jacob Aaron Corp.
791	24-35-28-00-791	2408346	Jacob Aaron Corp.
792	24-35-28-00-792	2408347	Jacob Aaron Corp.
793	24-35-28-00-793	2408348	Jacob Aaron Corp.
794	24-35-28-00-794	2408349	Jacob Aaron Corp.
795	24-35-28-00-795	2408321	Jacob Aaron Corp.
796	24-35-28-00-796	2408351	Jacob Aaron Corp.
797	24-35-28-00-797	2408352	Jacob Aaron Corp.
798	24-35-28-00-798	2408353	Jacob Aaron Corp.
803	24-35-28-00-803	2408358	Jacob Aaron Corp.
806	24-35-28-00-806	2408361	Jacob Aaron Corp.

SITE DATA

TOTAL SITE AREA:	139.23 AC.±
TOTAL AREA OWNED BY APPLICANT:	122.58 AC.± (88.0%)
TOTAL AREA NOT OWNED BY APPLICANT:	16.65 AC.± (12.0%)

LEGEND

000 LOT OR TRACT OWNED BY APPLICANT

000 LOT OR TRACT NOT OWNED BY APPLICANT

LOCATION MAP



NOTE:

The purpose of this map is to reflect the limits of proposed annexation to the City of Cocoa for lands owned by the applicant under the following entities;

1.) Cape Canaveral Heights Properties, Inc.
2.) Jacob Aaron Corp.
3.) Gigi II, LLC

Parcel information is shown as per the Brevard County Property Appraiser's website.

UTILITIES NOTE:

EXISTING SANITARY SEWER 10" FORCEMAIN LIES WITHIN S.R. 524 RIGHT-OF-WAY

EXISTING SANITARY SEWER 12" FORCEMAIN LIES WITHIN S.R. 520 RIGHT-OF-WAY

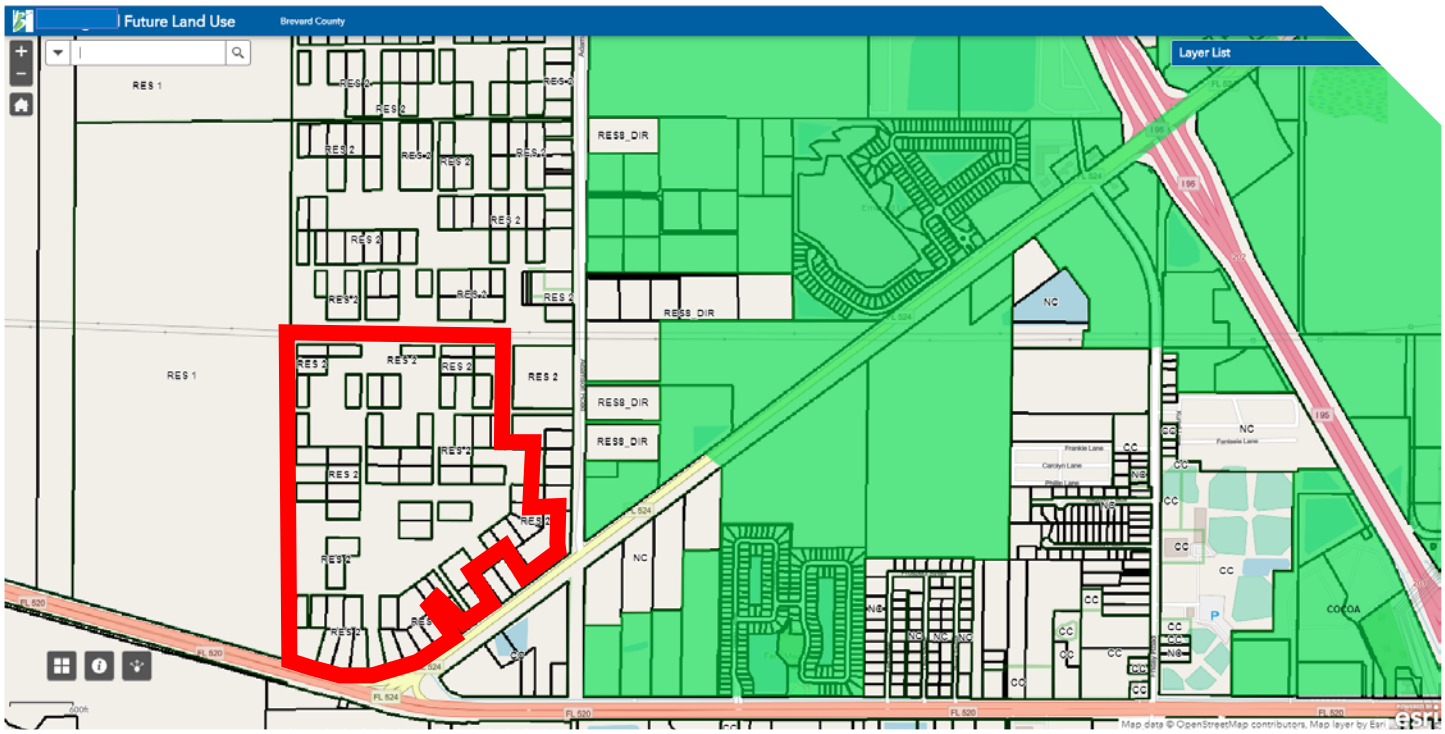
EXISTING POTABLE WATER TRANSMISSION MAIN LIES WITHIN S.R. 520 RIGHT-OF-WAY

Sec.: 28	
Twp.: 24 South	
Rng.: 35 East	
Design by : N/A	
Drawn by : L.B.	
Checked by : J.W.M.	
Date : Feb. 20, 2019	
Scale : 1" = 200'	
Proj. No.: 3918D1	
Sheet No.	1 of 1

02/21/19 | RCF FOR ATTORNEY REVIEW | 4

ANNEXATION MAP PREPARED FOR
Cape Canaveral Heights Properties, Inc.; Jacob Aaron Corp.; Gigi II, LLC
City of Cocoa, Florida

Bussen-Mayer Engineering Group, Inc



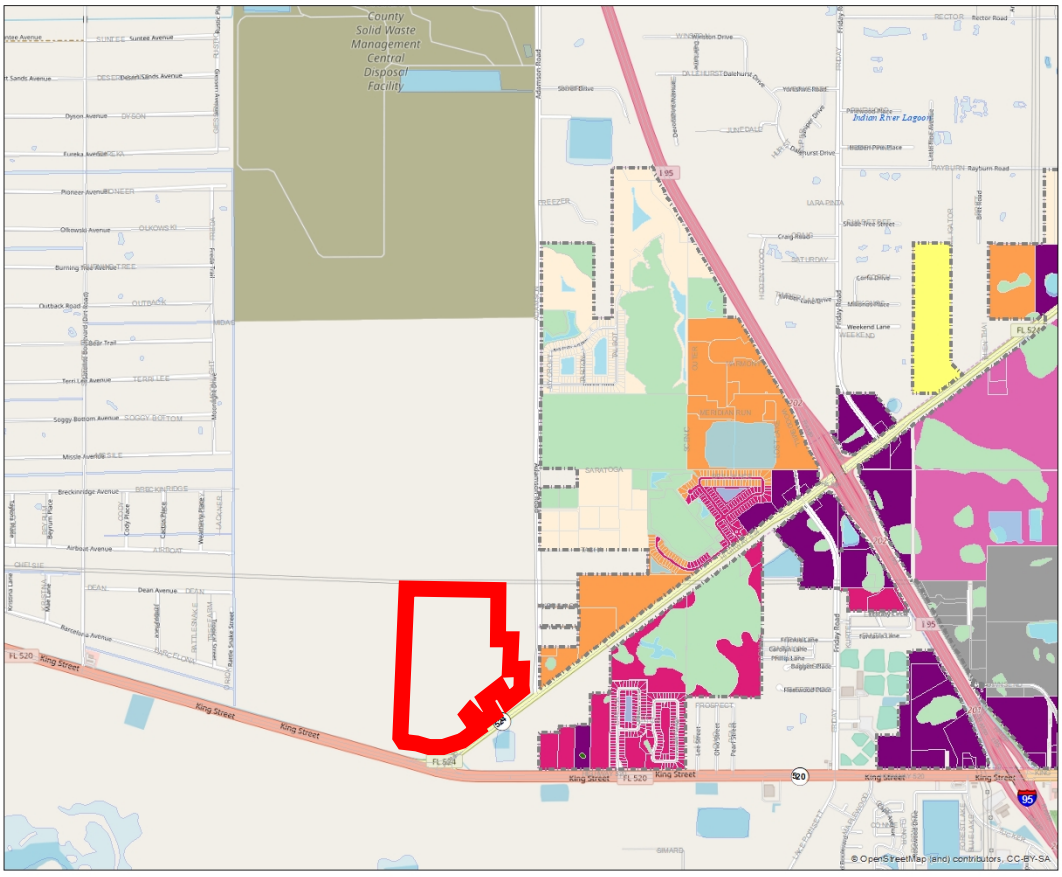


Exhibit 3
Future Land Use Map

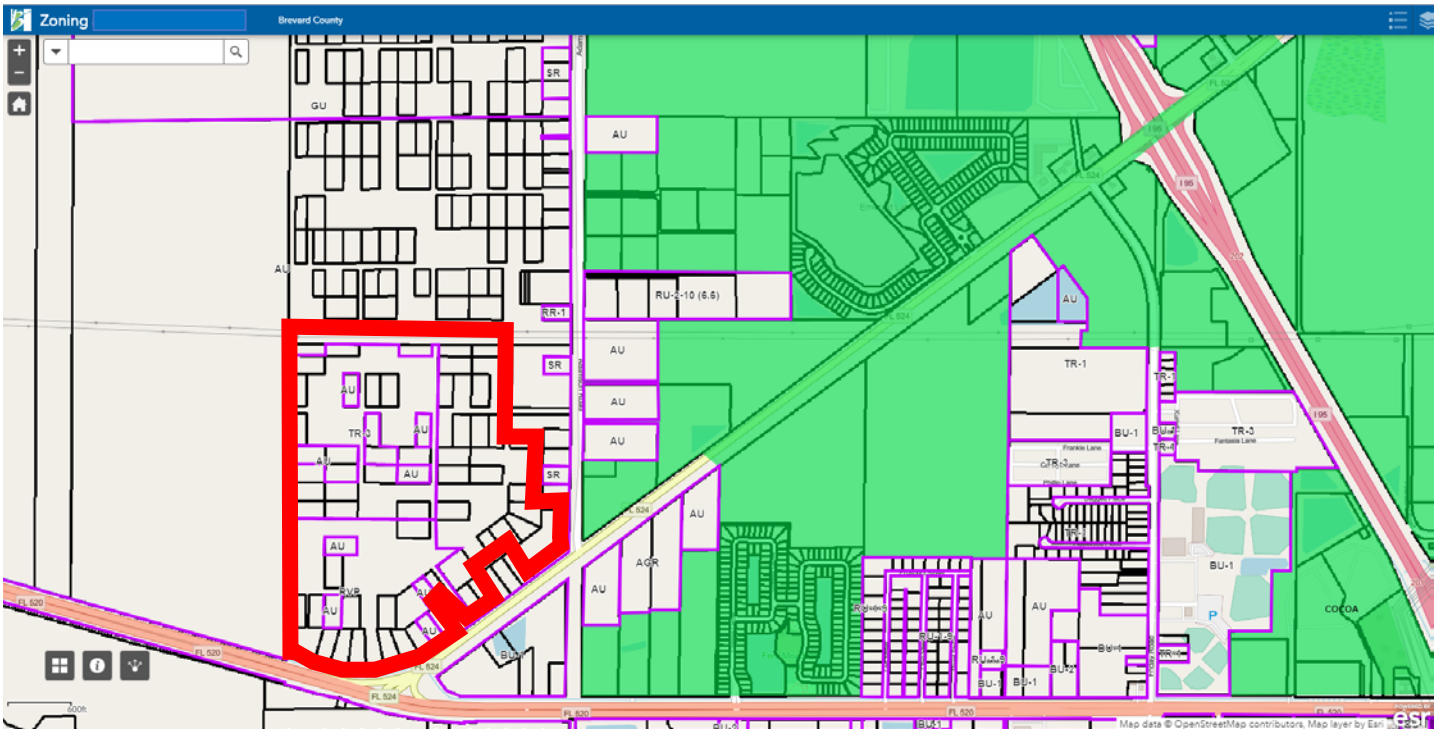
COCOA FLORIDA

- Cocoa City Limits
- Very Low Density Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Mixed Use
- Regional Activity Center
- Neighborhood Commercial
- Commercial
- Industrial
- Institutional
- Recreation/Open Space
- Conservation

0 0.3 0.6
Miles

This map was compiled from Geographic Information Services and does not reflect an actual survey. It is intended for reference purposes only. © 2019

Exhibit 4



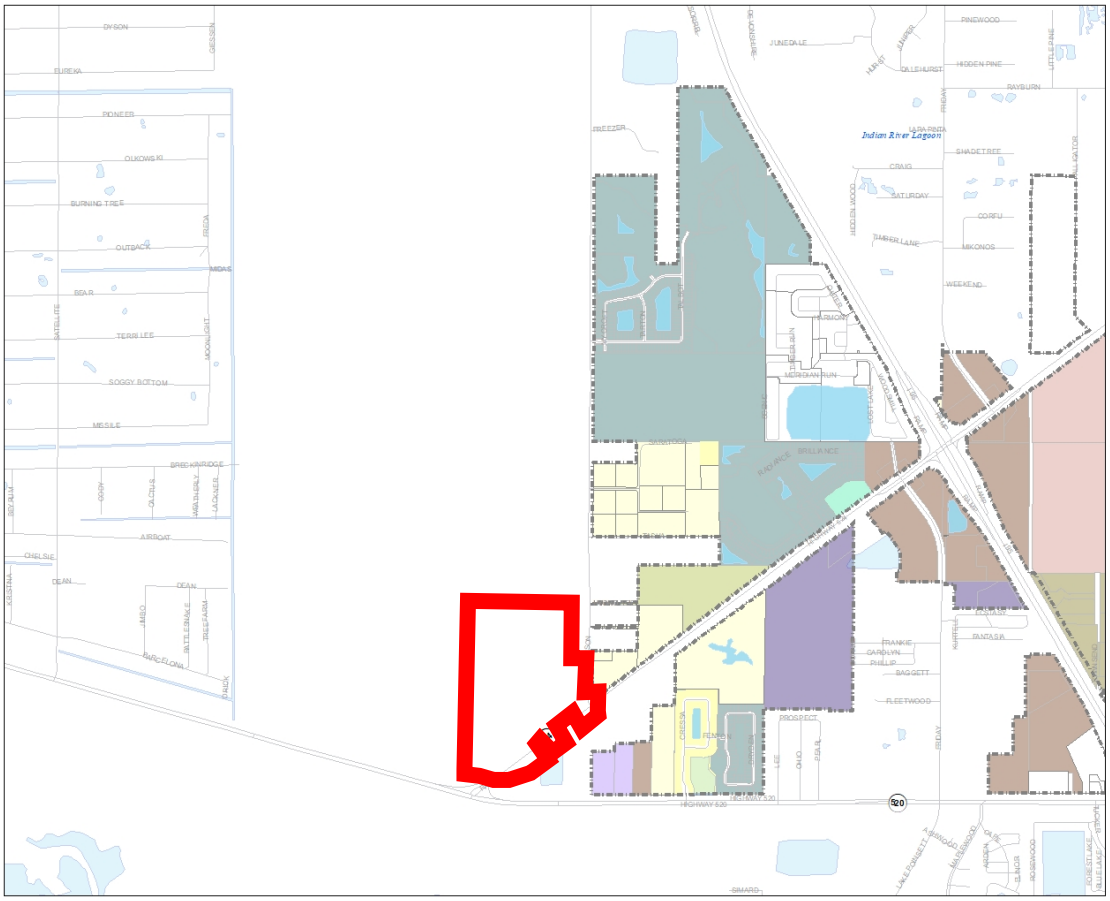


Exhibit 5
Zoning Map

COCOA FLORIDA

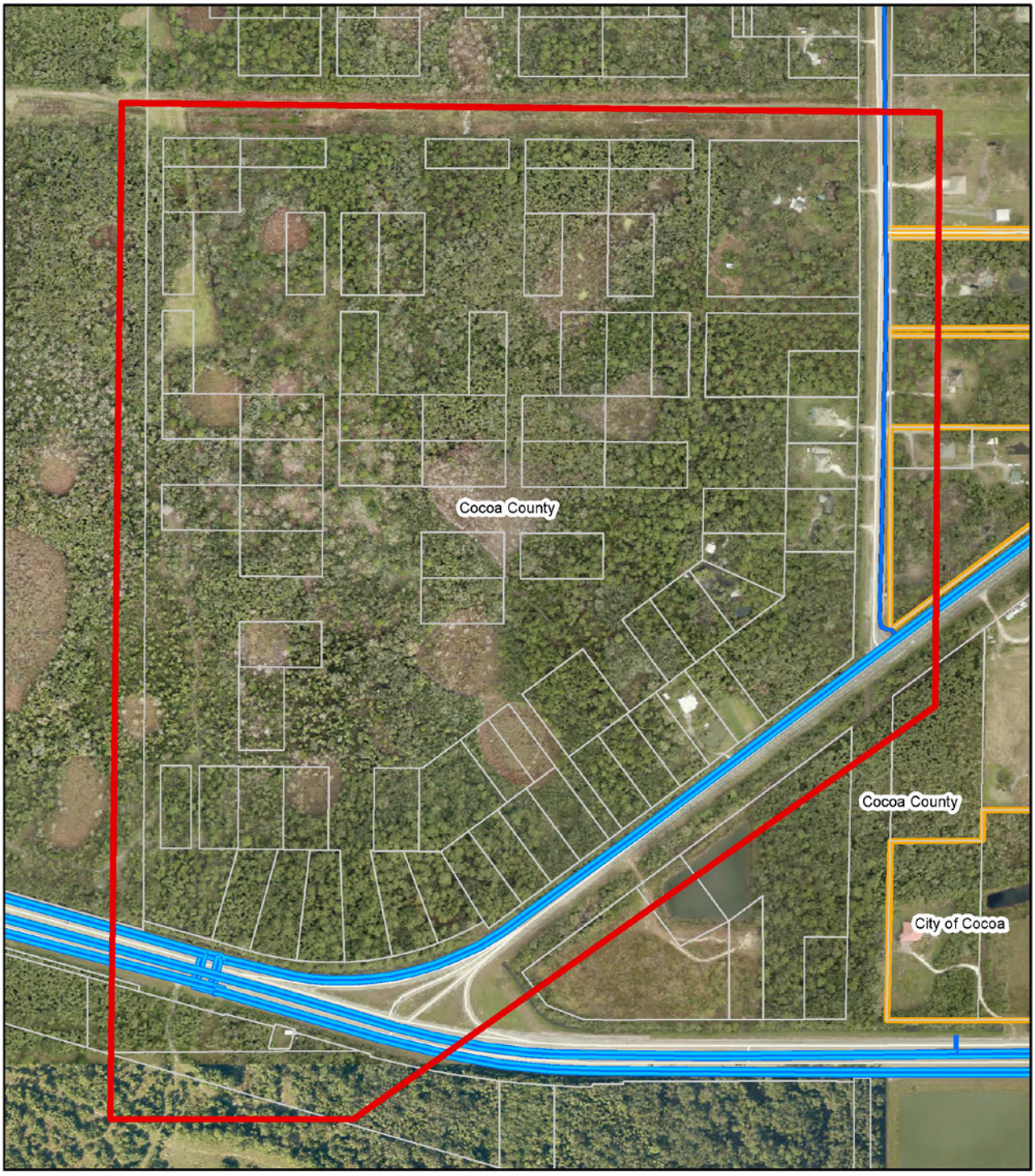
Zoning

Zoning Classification

- RA
- RR-1
- RE
- RU-1-7
- RU-1-7a
- RU-2-10
- RU-2-15
- RU-2-25
- RM-3
- R-P
- C-R
- C-N
- CBD
- CBD-CVO
- P-S
- C-P
- C-C
- C-G
- C-W
- PUD
- UMD
- INST
- M-1
- M-2
- CNTY Zone
- Cocoa City Limits
- Waterbodies

0 0.325 0.65
Miles

This map was compiled from Geographic Information Services and does not reflect an actual survey. It is intended for reference purposes only. © 2019



Legend

Water Mains
20" to 54"

Sewer Mains
Cocoa

Reclaim Mains
Cocoa

N
W E
S

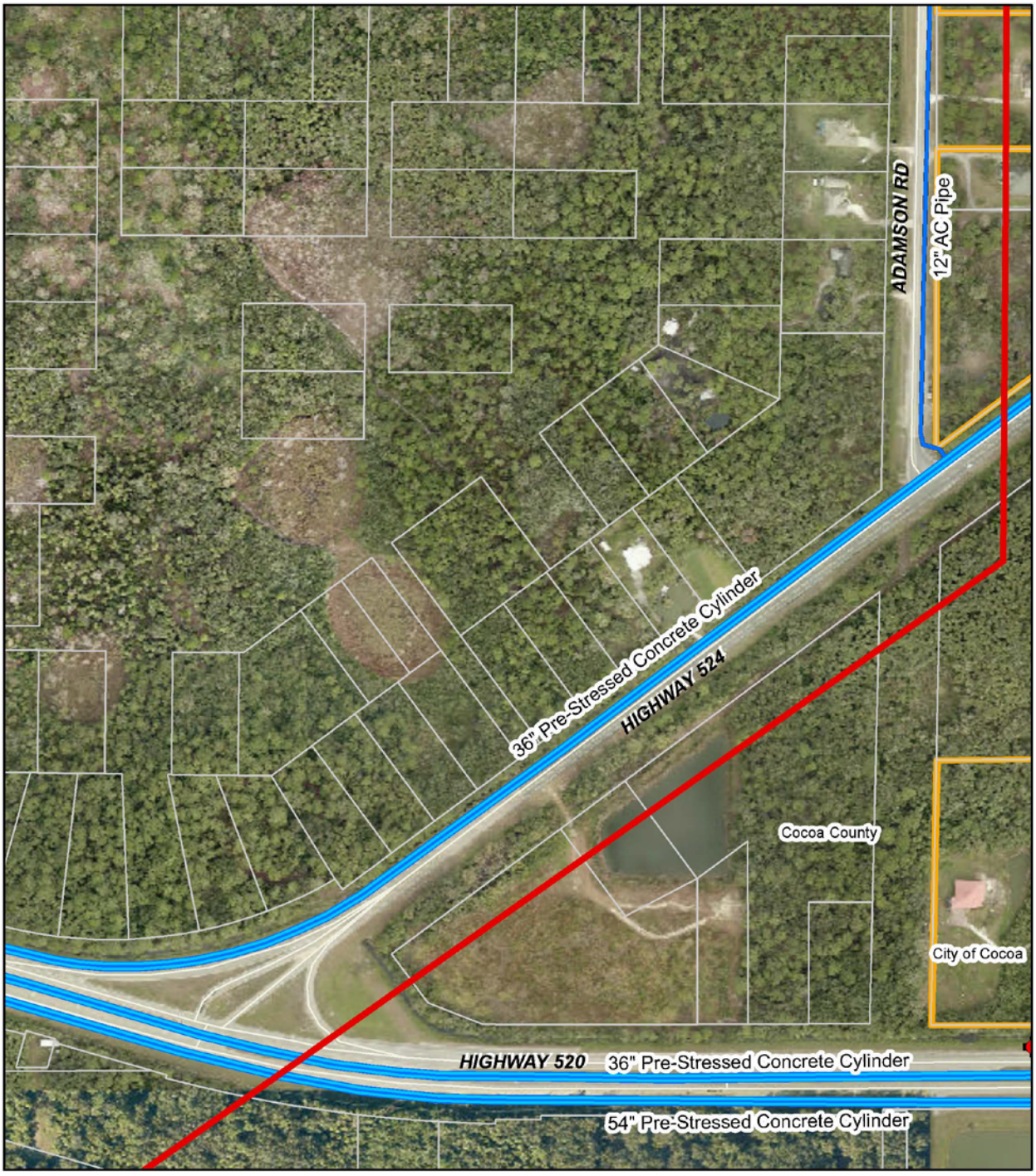
524 & 520 Overall

COCOA FLORIDA

City of Cocoa
Utilities Department
Engineering
351 Shearer Blvd.
Cocoa FL 32922

Date: 4/16/2019
Name: RHall

Disclaimer: Maps are for reference purposes only and are not intended to replace any official record. The user is responsible for confirming the accuracy of all data contained herein.



Legend

Water Mains
- 12" Pipe
- 20" to 54"

Sewer Mains
- Cocoa

Reclaim Mains
- Cocoa

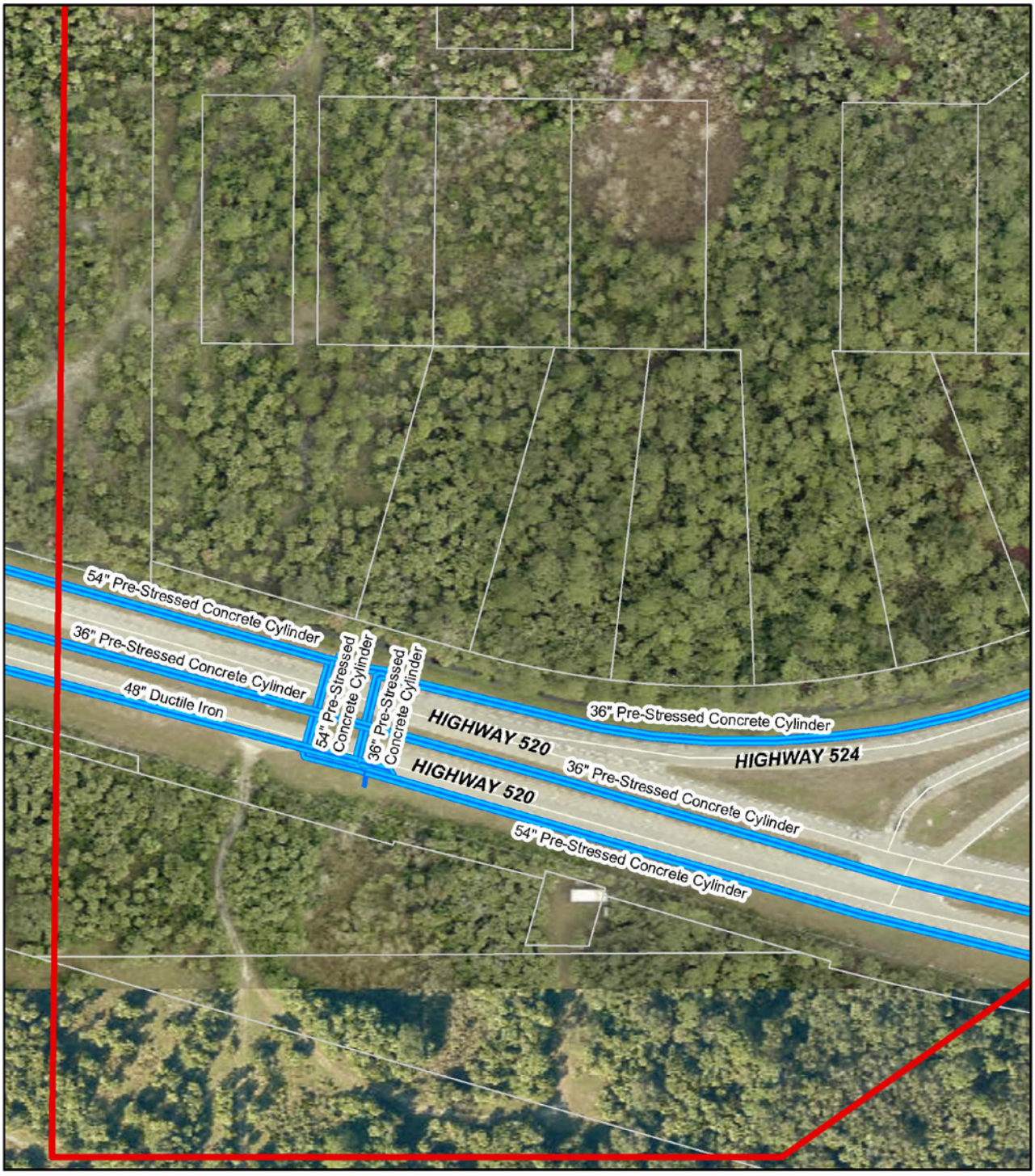
N W E S

524 & 520 North End

COCOA FLORIDA

City of Cocoa
Utilities Department
Engineering
351 Shearer Blvd
Cocoa FL 32922
Date: 4/18/2019
Name: RHall

Disclaimer: Maps are for reference purposes only and are not intended to replace any official record. The user is responsible for confirming the accuracy of all data contained herein.



Legend

Water Mains
20" to 54"

Sewer Mains
Cocoa

Reclaim Mains
Cocoa

N
W E
S

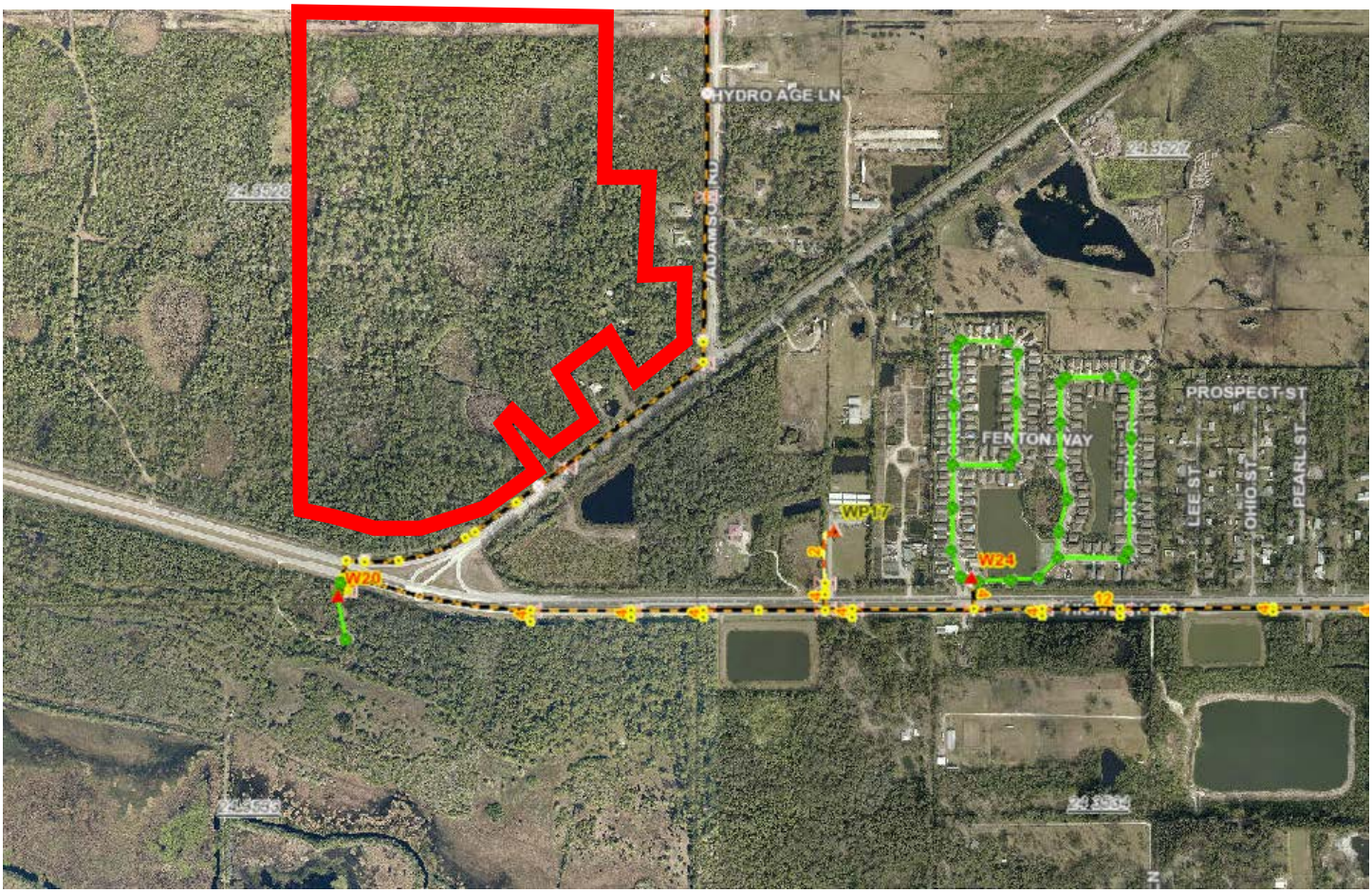
524 & 520 South End

COCOA FLORIDA

City of Cocoa
Utilities Department
Engineering
351 Shearer Blvd.
Cocoa FL 32922

Date: 4/16/2019
Name: RHall

Disclaimer: Maps are for reference purposes only and are not intended to replace any official record. The user is responsible for confirming the accuracy of all data contained herein.



Brevard County Utility Services

yellow and black lines = force main lines
green lines = sewer gravity lines

Legislation Details (With Text)

File #:	19-479	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Public Hearing
File created:	10/2/2019			**In control:**	City Council
On agenda:	10/9/2019			**Final action:**	
Title:	Approval of a Large-Scale Site Plan entitled “Cocoa Gateway Entry Sign” consistent with Appendix A, Zoning, Article IV, Section 2, to develop a parcel of land as a gateway entry feature. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A - LS-SP - Cocoa Gateway Entry Sign.pdf Exhibit B - Site Plan only - Cocoa Gateway Entry Sign.pdf Legal Ad Proof.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 2, 2019
Agenda Date: October 9, 2019
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approval of a Large-Scale Site Plan entitled “Cocoa Gateway Entry Sign” consistent with Appendix A, Zoning, Article IV, Section 2, to develop a parcel of land as a gateway entry feature.

BACKGROUND:

I. Project Information

The City of Cocoa, Cocoa Redevelopment Agency, as the applicant, is requesting approval of a Large Scale Site Plan (Exhibit A) to develop a parcel of land as a gateway entry feature for the City of Cocoa. For clarity, an enlargement of just the site plan itself is provided (Exhibit B).

The subject property totals ±0.13 acres and is generally located at the southeast corner of King Street (eastbound SR520) and Forrest Avenue. The property is addressed as 6 Forrest Ave. and is more specifically identified by the Brevard County Property Appraiser as Parcel # 24-36-33-35-*-10.

The City of Cocoa purchased the property at 6 Forrest Avenue, also known as the former Sundancer Gallery site, in July 2016 with the purpose of constructing a Gateway Entry Feature for the City and Cocoa Village. Environmental work was completed on the site, including a Phase 1 & 2, demolition and remediation of the site. The subject property is small and irregularly shaped, however the site’s

proximity to SR 520 is ideal for a gateway entry feature with greenspace.

The Cocoa Village Gateway Entry Feature project is referenced in the Cocoa Community Redevelopment Agency (CRA) Waterfront Master Plan and the Cocoa CRA Redevelopment Plan Update. The design portion was completed in FY2018 and was budgeted in Fiscal Year 2019 for construction of the Gateway Entry Feature. At the September 2019 Cocoa CRA meeting, Agency Members approved the selection of a contractor to complete the Phase 1 portion of the project.

The CRA intends to construct a gateway entry sign to be set in an area of pavers. Streetlights will be installed around the roughly triangular shaped parcel. Three trees will be planted, one to the northeast and two along the west side of the parcel. Pavers, streetlights and trees will be matched to the those already installed along Florida Avenue as part of an earlier phase of the streetscape project.

It should be noted that at its regular meeting on October 2, 2019, the Planning & Zoning Board recommended approval of the site plan with an amended motion recommending that the steam boat on the sign be enlarged to scale and that one live oak tree be planted in the center of the parcel in place of the three (3) proposed crape myrtle trees.

Future Land Use: MU (Mixed-Use)
Zoning District: CBD-CVO (Central Business District - Cocoa Villag
Existing Land Use: Vacant Land
Council District: District 1 - Councilmember Alex Goins

Overview of Surrounding Area:

	Future Land	Zoning District	Land Use
North	MU (Mixed-U	CBD	Commercial building
South	MU (Mixed-U	C-C (Core Commercial)	Elk's Lodge
East	MU (Mixed-U	CBD-CVO	Commercial building
West	MU (Mixed-U	C-C (Core Commercial)	Norman's restaurant

II. Site Plan Analysis

The Community Services Department's Planning & Zoning Division and Building Division, Public Works Department, Utilities Department, Police and Fire Departments have reviewed this application.

Consistency with Code of the City of Cocoa

Pursuant to Appendix A-Zoning, Article IV, Section 2, the City Council has exclusive authority for approving development projects on City owned land, and the City Council can over-ride City Code requirements if the public interests of the City outweigh the application of the Code provision being over-ridden.

Consistent with Appendix A, Article XIII, Section 1(D), "All site plans shall be required to meet all current applicable code requirements."

City staff have reviewed the site plan and determined that criteria related to the City Code have been

met, specifically the proposed gateway entry sign meets the provisions of Chapter 3 Advertising and Signs. No over-rides are necessary.

Consistency with Comprehensive Plan of the City of Cocoa

Policy 1.2.2.2: The City shall examine the feasibility of establishing form-based design guidelines for City-wide as well as for specific areas in the City including CRAs, major corridors and waterfront. The standards could include streetscape standards, building signage, architectural styles and gateway designs to highlight the entrances to the City.

Policy 1.2.1.7: Developments that require site plan review and approval shall be evaluated on the use of site and building design that emphasizes beauty, aesthetics, human comfort, creating a sense of place, special placement of civic uses and sites and human-scale architecture and amenities, especially at street level.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval with the conditions noted above at its regular meeting on October 2, 2019.

RECOMMENDED MOTION:

Approval of the Large-Scale Site Plan entitled “Cocoa Gateway Entry Sign”.

ABBREVIATIONS

AFF	ABOVE FINISHED FLOOR
A/C	AIR CONDITIONING
ALT	ALTERNATE
AL. ALUM	ALUMINUM
AB	ANCHOR BOLT
∠	ANGLE
BD	BOARD
BOT	BOTTOM
BRG	BEARING
BLDG	BUILDING
BUR	BUILT UP ROOFING
CLG	CEILING
CT	CERAMIC TILE
CCTV	CLOSED CIRCUIT TELEVISION
CLO	CLOSET
COL	COLUMN
CMU	CONCRETE MASONRY UNIT
CJ	CONTROL JOINT
DEMO	DEMOLISH, DEMOLITION
DIA.	DIAMETER
DIM	DIMENSION
DR	DOOR
DBL	DOUBLE
DN	DOWN
DS	DOWNSPOUT
DF	DRINKING FOUNTAIN
DW	DISHWASHER
DWG	DRAWING
(E)	EXISTING
EA	EACH
ELEC	ELECTRIC (AL)
EWC	ELECTRIC WATER COOLER
EWH	ELECTRIC WATER HEATER
ELEV	ELEVATION
EQ	EQUAL
EJ	EXPANSION JOINT
FFE	FINISH FLOOR ELEVATION
FA	FIRE ALARM
FE	FIRE EXTINGUISHER
FEC	FIRE EXTINGUISHER CABINET
FH	FIRE HYDRANT
FL	FLOOR (ING)
FD	FLOOR DRAIN
GA	GAGE, GAUGE
GALV	GALVANIZED
GL	GLASS, GLAZING
GB	GRAB BAR
GWB	GYPSUM WALLBOARD
HVAC	HEATING / VENTILATING / AIR COND.
HT	HEIGHT
HC	HOLLOW CORE
HM	HOLLOW METAL
HB	HOSE BIBB
HR	HOUR
IN	INCH
ID	INSIDE DIAMETER
INV	INVERT
JT	JOINT
LAV	LAVATORY
LLV	LONG LEG VERTICAL
LLH	LONG LEG HORIZONTAL
MH	MANHOLE
MFR	MANUFACTURE (ER)
MO	MASONRY OPENING
MAX	MAXIMUM
MECH	MECHANIC (AL)
MTL	METAL
MIN	MINIMUM
MISC	MISCELLANEOUS
NRC	NOISE REDUCTION COEFFICIENT
NOM	NOMINAL
N	NORTH
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
NO.	NUMBER
O.C.	ON CENTER (S)
OD	OUTSIDE DIAMETER
PTD	PAPER TOWEL DISPENSER
PEMB	PRE-ENGINEERED MANUFACTURED BUILDING
PL	PLATE
PVC	POLYVINYL CHLORIDE
PSI	POUNDS PER SQUARE INCH
PT	PRESSURE TREATED
PL	PROPERTY LINE
QT	QUARRY TILE
R	RADIUS
REF	REFERENCE
REF	REFRIGERATOR
RCP	REINFORCED CONCRETE PIPE
REQ'D	REQUIRED
RA	RETURN AIR
REV	REVISION (S), REVISED
RD	ROOF DRAIN
RM	ROOM
RO	ROUGH OPENING
SHT	SHEET
SIM	SIMILAR
SC	SOLID CORE
STC	SOUND TRANSMITTANCE COEFFICIENT
SPEC	SPECIFICATION (S)
SPKR	SPRINKLER
SQ	SQUARE
SS	STAINLESS STEEL
STD	STANDARD
STL	STEEL
STO	STORAGE
THR	THRESHOLD
TPD	TOILET PAPER DISPENSER
TB	TOWEL BAR
TYP	TYPICAL
UC	UNDERCUT
UL	UNDERWRITER'S LABORATORY
UR	URINAL
UON	UNLESS OTHERWISE NOTED
VERT	VERTICAL
VCT	VINYL COMPOSITION TILE
VOL	VOLUME
WC	WATER CLOSET
WH	WATER HEATER
WWF	WELDED WIRE FABRIC
W	WITH
W/O	WITHOUT
WD	WOOD
YD	YARD

CITY OF COCOA
GATEWAY ENTRY SIGN

6 FLORIDA AVENUE COCOA, FL 32922

CONSTRUCTION DOCUMENTS FOR BID



CONTACT INFORMATION	
OWNER	ARCHITECT
WWW.COCOAFL.ORG 155 N. WILSON ST. COCOA, FL 32922 322-433-8770 CONTACT: CHARLENE NEUTERMAN EMAIL: CNEUTERMAN@COCOAFL.ORG	WWW.ARCHITECTSRZK.COM 600 FLORIDA AVENUE, SUITE 202 COCOA, FL 32922 321-631-8039 CONTACT: JOHN ZWICK JOHN.ZWICK@ARCHITECTSRZK.COM

BID ALTERNATES

THERE ARE NO BID ALTERNATES FOR THIS PROJECT.

FLOOD ZONE

THIS PROJECT IS WITHIN FLOOD ZONE 'X', HAVING A 0.20% CHANCE OF FLOODING.

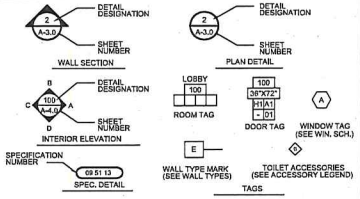
PROJECT SUMMARY

PROJECT CONSISTS OF THE INSTALLATION OF A NEW GATEWAY ENTRY SIGN BUILT OF CMU COLUMNS WITH COQUINA EXTERIOR AND ALUMINUM SIGN AND STATUES . AREA WILL ALSO RECEIVE NEW PAVERS.

PRODUCT APPROVALS

THERE ARE NO PRODUCT APPROVALS REQUIRED FOR THE SCOPE OF THIS PROJECT.

SYMBOLS LIST



VICINITY MAP



© 2019 ARCHITECTS RZK, INC.

DRAWING LIST

REVISIONS	DESCRIPTION	
	COV	COVER SHEET
	CIVIL	
	ARCHITECTURAL	
	A-1.0	SITE PLAN AND ELEVATIONS
	A-2.0	SCEDULING AND DETAILS
	SP-1.0	SPECIFICATIONS

GENERAL NOTES

1. ALL GRAPHIC SCALES INDICATED ON THE DRAWINGS ARE FOR 24"X36" PAGE SIZE ONLY.
2. DETAILS SHALL APPLY TO ALL SIMILAR CONDITIONS UNLESS A DIFFERENT DETAIL IS SHOWN.

COMPLIANCE STATEMENT

TO THE BEST OF OUR KNOWLEDGE THESE DOCUMENTS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE SAFETY STANDARDS IN ACCORDANCE WITH THE FLORIDA BUILDING CODE AND 633 FLORIDA STATUTES.

CODE COMPLIANCE NOTES

APPLICABLE CODES	
FBC	FLORIDA BUILDING CODE 6TH EDITION

Architects RZK, Inc.
AA-C001508
600 FLORIDA AVENUE
SUITE 201
COCOA, FL 32922

T 321.631.8039
F 321.639.6872
www.ARCHITECTSRZK.com

SUBMITTALS	
CONSTRUCTION DOCS FOR BID	07/29/19

GATEWAY ENTRY SIGN

6 FLORIDA AVENUE
COCOA, FL 32922

DRAWING TITLE:

COVER SHEET

JOHN C. ZWICK, R.A.
FL. REG. AR0009527

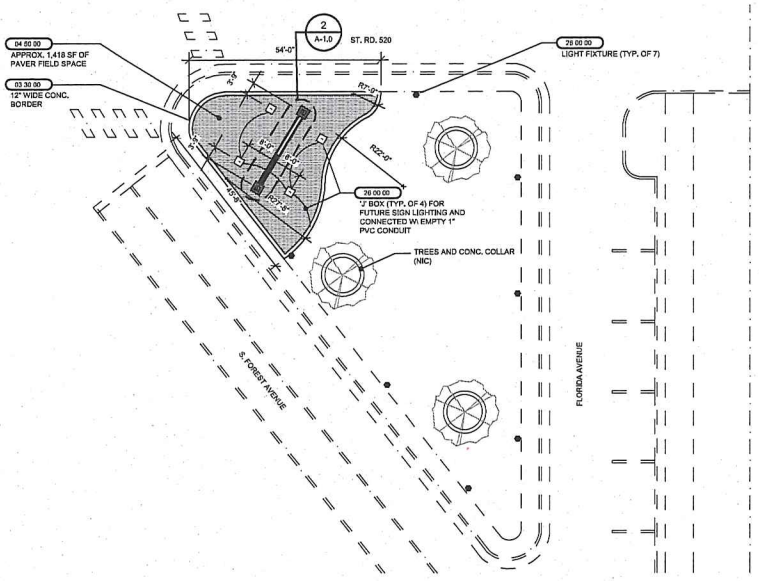
DATE: 07/29/19
JOB NO.: 2018.22
DRAWN BY: MH/CNK
CHECKED BY: JCZ

DRAWING NO.:

COV

MATERIALS LIST

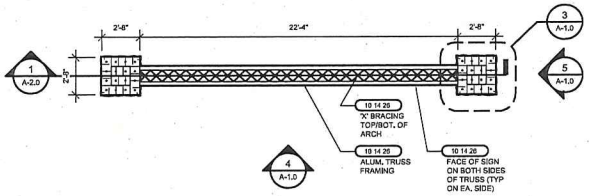
1. SEE SPECIFICATIONS FOR MATERIAL LIST DESCRIPTIONS.



PROJECT NORTH

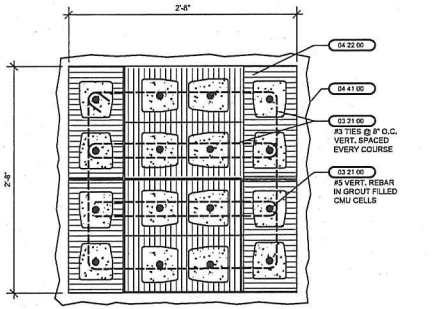
1 ARCHITECTURAL SITE PLAN

SCALE: 1/16" = 1'-0"



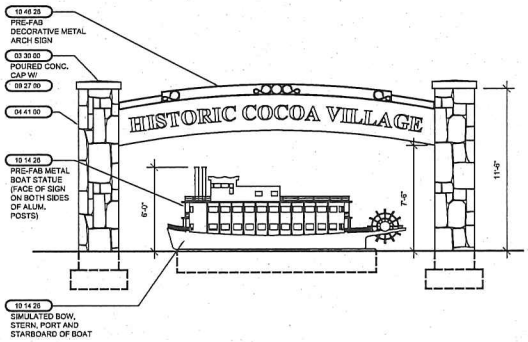
2 NEW SIGN PLAN

SCALE: 1/4" = 1'-0"



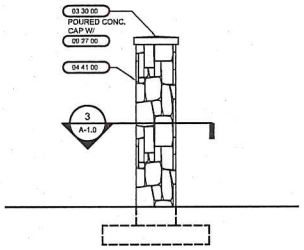
3 ENLARGED. COLUMN PLAN DETAIL

SCALE: 1-1/2"=1'-0"



4 FRONT VIEW

SCALE: 1/4" = 1'-0"



5 SIDE VIEW

SCALE: 1/4" = 1'-0"

GRAPHIC SCALE
4" 0" 4" 8" 12" 16"
1-1/2"=1'-0"

GRAPHIC SCALE
2' 0 2' 4' 6' 8'
1/4"=1'-0"

GRAPHIC SCALE
8' 0 8' 16' 24' 32'
1/16"=1'-0"

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F 321.639.6872
www.ARCHITECTSRZK.com

SUBMITTALS

CONSTRUCTION DOCS FOR BID	07/29/19

GATEWAY ENTRY SIGN

6 FLORIDA AVENUE
COCOA, FL 32922

DRAWING TITLE:

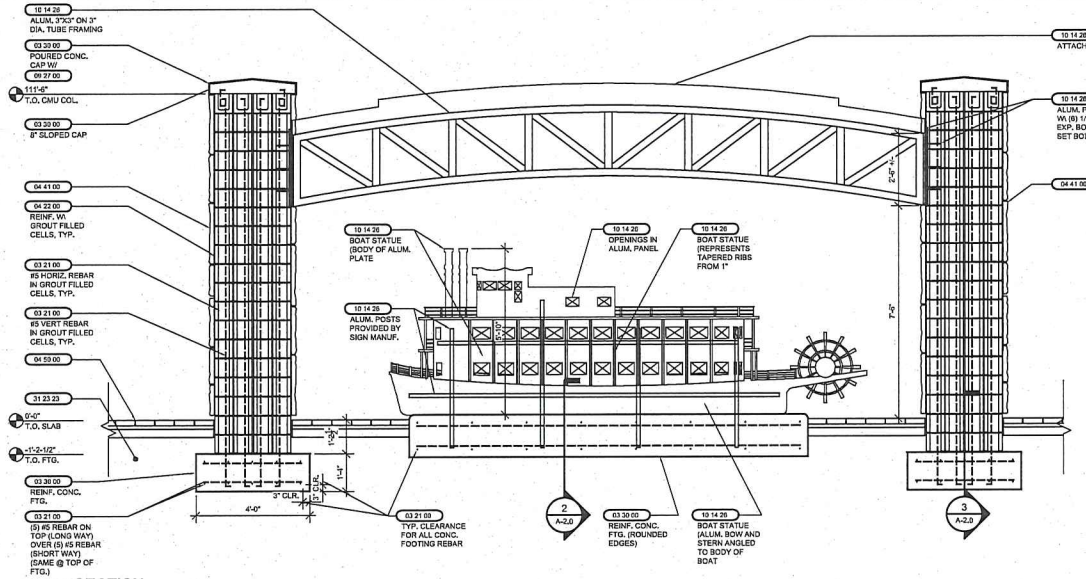
SITE PLAN AND ELEVATIONS

JOHN C. ZWICK, R.A.
FL. REG. AR0009527

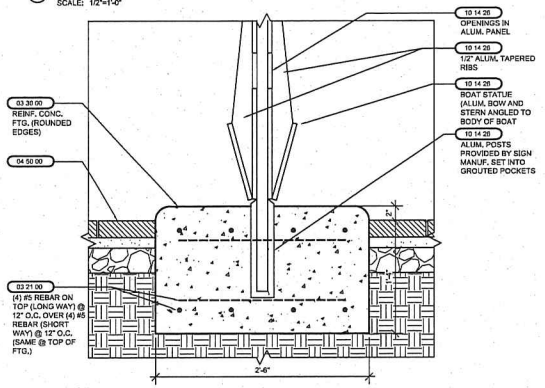
DATE: 07/29/19
JOB NO.: 2018.22
DRAWN BY: MH/CNK
CHECKED BY: JCZ

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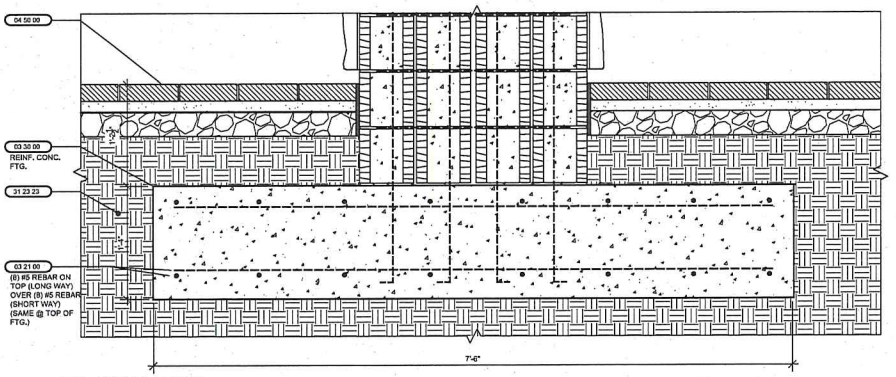
A-1.0



1 **SECTION**
SCALE: 1/2"=1'-0"



2 **ENLARGED DETAIL**
SCALE: 1-1/2"=1'-0"



3 **ENLARGED DETAIL**
SCALE: 1-1/2"=1'-0"

GRAPHIC SCALE
4" 0" 4" 8" 12" 16"
1-1/2"=1'-0"

GRAPHIC SCALE
1' 0 1' 2' 3' 4'
1/2"=1'-0"

MATERIALS LIST

1. SEE SPECIFICATIONS FOR MATERIAL LIST DESCRIPTIONS.

© 2019 ARCHITECTS RZK, INC.

Architects RZK, Inc.
AA-C001568
600 FLORIDA AVENUE
SUITE 201
COCOA, FL 32922

T 321.631.8039
F 321.639.6872
www.ARCHITECTSRZK.com

SUBMITTALS

CONSTRUCTION DOCS FOR BID	07/29/19

GATEWAY ENTRY SIGN

6 FLORIDA AVENUE
COCOA, FL 32922

DRAWING TITLE:

SECTIONS AND DETAILS

JOHN C. ZWICK, R.A.
FL. REG. AR0003527

DATE: 07/29/19
JOB NO.: 2018.22
DRAWN BY: MH/CNK
CHECKED BY: JCZ

DRAWING NO.:

A-2.0

DIVISION 0 - CONTRACTUAL REQUIREMENTS

00 00 00 SEE CITY OF COCOA CONTRACT AND PROJECT MANUAL DOCUMENTS FOR ADDITIONAL REQUIREMENTS.

A. CONTRACTOR SHALL EXAMINE JOB SITE PRIOR TO SUBMISSION OF A BID TO OBSERVE ALL VISIBLE EXISTING CONDITIONS. SUBMISSION OF BID WILL BE TAKEN TO CONFIRM FAMILIARITY WITH CONDITIONS OF THE WORK, AND THE BID PRICE INCLUDES ALL WORK NECESSARY TO PROVIDE A COMPLETED, READY TO OCCUPY, FULLY FINISHED PROJECT.

B. CONTRACTOR SHALL PAY FOR ALL PERMITS, FEES, ETC REQUIRED TO UNDERTAKE THE WORK UNLESS NOTED OTHERWISE.

C. PRIOR TO RECEIVING A NOTICE-TO-PROCEED, THE CITY'S PROJECT MANAGER WILL FILE A NOTICE-OF-COMMENCEMENT WITH APPROPRIATE AUTHORITY.

D. THE CONTRACTOR SHALL DELIVER A WORK SCHEDULE IMMEDIATELY AFTER RECEIVING A NOTICE OF AWARD SHOWING ALL TASKS AND COMPLETION DATES.

E. THE JURISDICTION FOR THE PROJECT SITE IS THE CITY OF COCOA, FLORIDA. ALL WORK SHALL BE PERMITTED AND UNDERTAKEN IN ACCORDANCE WITH APPLICABLE CODES AND ORDINANCES.

DIVISION 1 - GENERAL REQUIREMENTS

01 00 00 SEE PROJECT MANUAL FOR ADDITIONAL DIVISION 1 GENERAL REQUIREMENTS:

A. ALL CONTRACTORS, INCLUDING DESIGN BUILD CONTRACTORS AND CONSTRUCTION MANAGERS, ARE ASSUMED TO BE FAMILIAR WITH CITY OF COCOA GENERAL CONDITIONS/CONTRACT REQUIREMENTS ASSOCIATED WITH THE CONTRACT BETWEEN OWNER AND CONTRACTOR AS THEY APPLY TO THE WORK NOTED HEREON. PRIME CONTRACTOR SHALL TRANSFER ALL SUCH REQUIREMENTS TO ALL SUBCONTRACTORS.

B. DISCREPANCIES IN THE WORK SHALL BE BROUGHT TO THE ATTENTION OF THE CITY OF COCOA PROJECT MANAGER DURING THE BID PERIOD FOR CLARIFICATION, PRIOR TO SUBMITTING A BID.

C. PROVIDE SUBMITTALS TO THE ARCHITECT/ENGINEER FOR REVIEW AND COMMENT FOR ALL STRUCTURAL PRODUCTS WHICH REQUIRE FLORIDA PRODUCT APPROVAL (DOORS, FRAMES, ROOF PANELS ETC.) AND INCLUDE INSTALLATION DETAILS

D. COPIES OF SUBMITTALS FOR ALL PRODUCTS WHICH REQUIRE FLORIDA PRODUCT APPROVAL, SHALL BE SUBMITTED TO THE CODE COMPLIANCE OFFICE BY THE CONTRACTOR, IF REQUIRED, AFTER REVIEW BY ARCHITECT/ENGINEER FOR CLARIFICATION.

E. ALL PRODUCTS SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS, PRODUCT APPROVAL AND AS SPECIFIED HEREON. ANY DISCREPANCIES BETWEEN SAME SHALL BE PRESENTED TO THE ARCHITECT.

F. TEMPORARY UTILITIES: (ELECTRICAL SERVICE AND WATER) ARE AVAILABLE ON SITE AS REQUIRED FOR CONSTRUCTION.

G. ON SITE TOILETS ARE NOT AVAILABLE FOR USE BY THE CONTRACTOR. CONTRACTOR SHALL PROVIDE PORTABLE UNIT(S) AS NEEDED.

H. THE CONTRACTOR SHALL CLEAN UP HIS WORK AREA ON DAILY BASIS, AND REMOVE ALL DEBRIS DAILY OFF OF THE PROPERTY AND DISPOSE OF IT IN A LEGAL MANNER.

I. ALL CONSTRUCTION WORK SHALL BE UNDERTAKEN IN ACCORDANCE WITH ALL APPLICABLE CODES & LAWS.

J. AT COMPLETION, ALL WORK SHALL BE FINALLY CLEANED TO THE OWNER OR OWNER'S REPRESENTATIVE AND CITY OFFICIAL'S SATISFACTION.

K. THE CONTRACTOR SHALL MAINTAIN "AS-BUILT" DRAWINGS, SHOWING WORK AND ALL OF THE WORK BY HIS SUB-CONTRACTORS, PARTICULARLY WORK THAT IS CONCEALED, "AS-BUILT" DRAWINGS SHALL BE MAINTAINED ON SITE AND UPDATED PRIOR TO EACH PAY REQUEST OR PAYMENT WILL BE DELAYED.

L. CONTRACTOR SHALL WARRANT THE WORK AS FREE OF DEFECTIVE MATERIALS AND WORKMANSHIP FOR ONE (1) YEAR MINIMUM.

DIVISION 2 - SITE CLEARING

02 41 00 DEMOLITION

A. THE WORK INCLUDES SPECIFIC DEMOLITION WITHIN AND AROUND SOME CLEARING OF THE SITE AND SITE IMPROVEMENTS ARE SHOWN ON THE ATTACHED CONSTRUCTION DRAWINGS.

DIVISION 3 - CONCRETE

03 21 00 REINFORCING STEEL:

A. REINFORCING STEEL (REBAR) SHALL BE DEFORMED NEW BILLET STEEL CONFORMING TO ASTM A615, GRADE 60.

B. ALL DETAILING AND ACCESSORIES SHALL CONFORM TO TYPICAL DETAILS SHOWN IN THE MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES ACI 315, LATEST EDITION.

C. ALL CONTINUOUS VERTICAL OR HORIZONTAL BARS IN FOOTINGS, FOUNDATION WALLS, SLABS, AND OTHER CONCRETE SHALL BE LAP SPLICED, WHERE NECESSARY OR DESIRABLE, BY WIRING THEM TOGETHER IN CONTACT. LENGTH OF ALL LAPS SHALL BE 36-BAR DIAMETERS OR 2'6" MINIMUM, WHICHEVER IS GREATER.

03 30 00 CONCRETE:

A. FOUNDATION:

1. ALL NOTES, DETAILS, ELEVATIONS, AND SECTIONS SHOWN ON THE DRAWINGS ARE TO BE INTENDED TO BE TYPICAL AND SHALL BE CONSTRUCTED TO APPLY TO ANY SIMILAR SITUATION ELSEWHERE ON THE PROJECT, EXCEPT WHERE A DIFFERENT DETAIL IS SHOWN.
2. ALLOWABLE SOIL PRESSURE IS ASSUMED TO BE THE CODE MINIMUM ABOVE FINISHED FLOOR.
3. ALL FOOTINGS SHALL BE PLACED ON UNDISTURBED SOILS WHEN POSSIBLE. ALL SLABS SHALL BE ON PROPERLY COMPACTED SOILS/FILL, 95% MODIFIED PROCTOR (MIN.).
4. CONFIRM ALL HORIZONTAL DIMENSIONS WITH OTHER PLANS AND IN FIELD PRIOR TO FABRICATION/CONSTRUCTION.

B. ALL CONCRETE SHALL CONFORM TO LATEST ACI STANDARDS.

C. STRUCTURAL FOUNDATION CONCRETE SHALL HAVE AN UNCONFINED COMPRESSIVE STRENGTH OF 3,000 PSI AT 28 DAYS MIN. AND WATER CEMENT RATION OF 5.50 MAX.

D. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SPECIFIED STRENGTH, PROPER PLACING OF ALL CONCRETE AND PROPER POSITIONING OF ALL REINFORCING STEEL. CONCRETE PROTECTION FOR REINFORCING BARS SHALL BE AS FOLLOWS UNLESS NOTED OTHERWISE (UNO):

1. FOOTINGS - 3" CLEAR, BOTTOM AND SIDES
2. WALLS - AT CENTER OF MASONRY CELL AND CORNERS
3. SLABS - AT CENTER OF SLAB.

DIVISION 4 - MASONRY

04 22 00 CONCRETE MASONRY UNITS:

A. FURNISH AND INSTALL LOAD BEARING, HOLLOW UNITS, NOMINALLY 8"X8"X16" PER ASTM C90, 2000 PSI MINIMUM.

1. INSTALL IN RUNNING BOND FASHION UNLESS DETAILED OTHERWISE.
2. PROVIDE WITH STRUCK MORTAR JOINTS.

B. WHERE SHOWN, CORES OR BLOCK MASONRY SHALL BE FILLED WITH MASONRY GROUT (PER ASTM C476) WITH MINIMUM COMPRESSIVE STRENGTH OF 2,500 PSI AT 28 DAYS AND SLUMP OF 9" - 10".

C. ACCESSORIES: FURNISH AND INSTALL HORIZONTAL JOINT REINFORCEMENT OF HOT DIPPED GALVANIZED STEEL WIRE (ASTM A 82), 9 GAUGE, PREFABRICATED WELDED-WIRE UNITS. LONGEST LENGTHS AVAILABLE BY WIDTH OF WALL LESS 1 INCH. INSTALL IN EVERY OTHER COURSE AND WHERE DETAILED. PROVIDE OTHER MISC. ACCESSORIES AS DETAILED OR REQUIRED BY CODE.

D. MORTAR: PROVIDE TYPE M OR S MORTAR FOR MASONRY WALLS TO COMPLY WITH ASTM C270, AND GROUT FOR UNIT MASONRY TO COMPLY WITH C476. FULL BED AND HEAD JOINTS SHALL BE USED DURING INSTALLATION WITH JOINTS TOOLED TO COMPRESS MORTAR.

04 41 00 STONE MATERIALS

A. COQUINA

1. PROVIDE ACTUAL COQUINA STONE OF 2-1/4" THICKNESS SET IN RANDOM PATTERN WITH JOINTS GROUTED.
2. MATCH STONE TYPE AT CITY'S PORCHER HOUSE LOCATED: 434 DELANNOY AVE. COCOA, FL 32922

04 50 00 PAVERS

A. PROVIDE 2-3/8" THICK PAVERS OF (3) THREE VARIOUS LENGTHS AND WIDTHS TO ACHEIVE A "BERGERAC" PATTERN AT FACES OF THE COLUMN WITH UNIFORM LENGTH PIECES FOR A BORDER.

DIVISION 5 - STEEL - NOT USED

DIVISION 6 - WOOD AND CABINETRY NOT USED

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07 92 02 SEALANTS

A. EXTERIOR "GENERAL" SEALANTS SHALL BE A URETHANE PRODUCT (EQUAL TO SONNERBORN NP-1) TEST SAMPLE AREA TO ASSURE COMPATIBLE WITH ADJACENT MATERIALS AND PAINTABLE.

B. REFER TO MANUFACTURED SYSTEMS FOR SEALANT TYPE RECOMMENDED BY MANUFACTURER.

C. MISCELLANEOUS MATERIALS SHALL INCLUDE BACKER RODS FOR A WEATHER TIGHT SYSTEM.

DIVISION 8 - DOORS AND WINDOWS NOT USED

DIVISION 9 - FINISHES

09 27 00 SYNTHETIC STUCCO:

A. BASIS OF DESIGN SHALL BE PRODUCTS BY STO OR APPROVED EQUAL.

B. INSTALL PER MANUFACTURER'S INSTRUCTIONS.

DIVISION 10 - SPECIALTIES

10 14 26 POST AND PANEL SIGNAGE

A. BASIS OF DESIGN ARE PRODUCTS BY:

THE SIGN KING
726 N. HIGHWAY 17-92
LONGWOOD, FL 32750
CONTACT: MICHAEL GRAY, PRESIDENT

B. BOAT AND ARCHED SIGNS ARE TO BE CONSTRUCTED OF ALUMINUM 6063 PLATE IN THICKNESS WHERE NOTED OR O MINIMUM 1/4" AS REQUIRED TO SUSTAIN WIND LOADING OF 160 MPS PER FBC 6TH EDITION.

C. FULLY WELD JOINTS AND ANCHOR TO ALUMINUM TUBE FRAMES WITH WELDED ALUMINUM CLIP ANGLES.

D. ALUMINUM SHALL HAVE A PAINTED FINISH WITH PRODUCT WHICH IS WARRANTED FOR 10 YEARS AGAINST FADING, PEELING, CRACKING OR OTHER FAILURES.

DIVISION 11 - EQUIPMENT (NOT USED)

DIVISION 12 -SPECIAL CONSTRUCTION (NOT USED)

DIVISION 4 -SPECIAL CONVEYING EQUIPMENT (NOT USED)

DIVISION 21 - FIRE SUPPRESSION (NOT USED)

DIVISION 22 - PLUMBING (NOT USED)

DIVISION 23 - MECHANICAL (NOT USED)

DIVISION 26 - ELECTRICAL

26 00 00 A. ALL WORK IS TO BE PERFORMED BY SKILLED CRAFTSMEN, IN A WORKMANLIKE MANNER REPRESENTATIVE OF THE TRADE AND STANDARD IN THE INDUSTRY. ALL MATERIALS AND LABOR SHALL BE GUARANTEED FOR ONE YEAR.

B. ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID INTERFERENCE WITH CONSTRUCTION PROGRESS. ALL SERVICES, PIPING AND WIRING SHALL BE CONCEALED IN WALL, ABOVE CEILINGS OR WITHIN FLOORS UNLESS APPROVED BY THE ARCHITECT/OR CITY REPRESENTATIVE.,

C. ALL MATERIAL AND DEVICES SHALL BE NEW AND DISPLAY THE U.L. APPROVAL WHERE APPLICABLE.

D. CONTRACTOR SHALL MAINTAIN ACCURATE "AS BUILT" INFORMATION ON CLEAN DRAWINGS. UNDERGROUND AND CONCEALED CONDUIT LOCATIONS SHALL BE LOCATED ON DRAWINGS SHOWING MEASUREMENTS TO LOGICAL REFERENCE POINTS. DEPTHS OF CONDUIT SHALL ALSO BE NOTED.

E. THIS CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FREE FROM DEFECTS FOR A PERIOD OF NOT LESS THAN ONE (1) YEAR FROM DATE OF ACCEPTANCE AND SHALL PROVIDE CLEAN COPIES OF ALL PRODUCT MANUFACTURERS WARRANTIES.

DIVISION 31 - EARTHWORK

31 23 23 PROVIDE SOIL EXCAVATION, GRADING AND COMPACTION TO ACHIEVE COMPACTION OF 95% PROCTOR (MIN), ALLOWABLE SOIL BEARING PRESSURE OF 2000 PSF (MIN.) UNDER ALL NEW STRUCTURES (ADDITIONS) PER REQUIREMENTS OF FLORIDA BUILDING CODE (SECTIONS 1802-1805).

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 30 00 LANDSCAPE:

A. REPAIR ALL VEGETATION AREA DAMAGED DURING CONSTRUCTION. PROVIDE SOD AND SOIL TO MATCH EXISTING..

RZK Architects RZK, Inc.
AA-C001568
600 FLORIDA AVENUE
SUITE 201
COCOA, FL 32922

T 321.631.8039
F 321.639.6872
www.ARCHITECTSRZK.com

SUBMITTALS

CONSTRUCTION DOCS FOR BID	07/29/19

GATEWAY ENTRY SIGN

6 FLORIDA AVENUE
COCOA, FL 32922

DRAWING TITLE:

SPECIFICATIONS

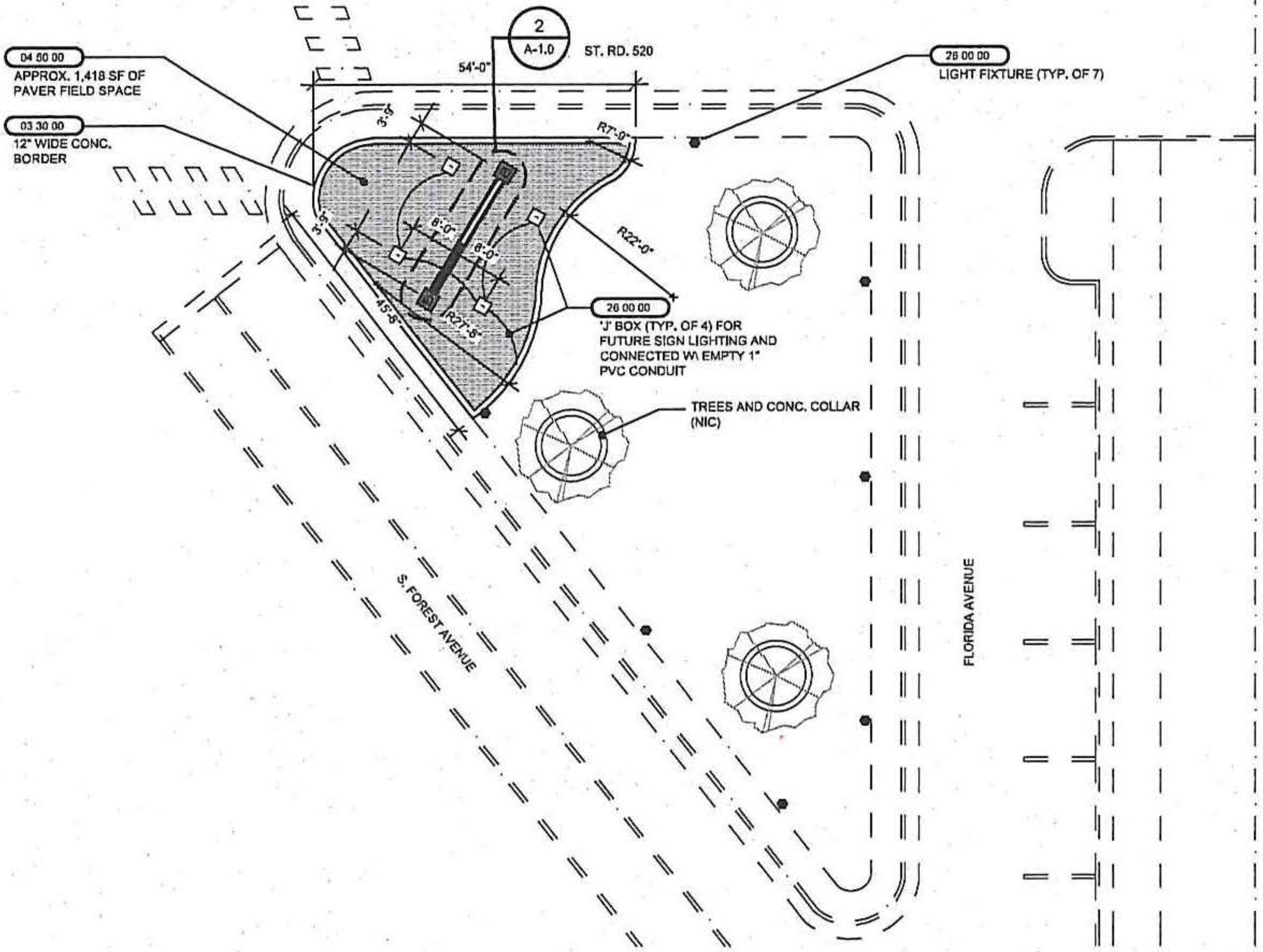
JOHN C. ZWICK, R.A.
FL. REG. AR0009527

DATE: 07/29/19
JOB NO.: 2018.22
DRAWN BY: MH/CNK
CHECKED BY: JCZ

DRAWING NO.:

SP-1.0

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PROJECT NORTH

1 ARCHITECTURAL SITE PLAN

SCALE: 1/16" = 1'-0"

Classified Ad Receipt
(For Info Only - NOT A BILL)

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003788093
Pymt Method Invoice
Net Amt: $181.10

Run Times: 1

No. of Affidavits: 1

Run Dates: 09/19/19

Text of Ad:

AD #3788093 9/19/2019

CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER THE FOLLOWING:

A. PZ-19-031 – Large Scale Site Plan (Cocoa Gateway Entry Sign)
The City of Cocoa, Cocoa Redevelopment Agency, is requesting Approval of a Large Scale Site Plan entitled "Cocoa Gateway Entry Sign". The subject property totals ±0.13 acres and is generally located at the southeast corner of King Street (eastbound SR520) and Forrest Avenue. The property is more specifically identified by the Brevard County Property Appraiser as Parcel # 24-36-33-35-*-10.

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON
WEDNESDAY, OCTOBER 2, 2019
AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

CITY COUNCIL WILL CONSIDER THIS ITEM ON
WEDNESDAY, OCTOBER 9, 2019
AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. 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 Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

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.

The facility where this public hearing will be held is accessible to the physically handicapped. SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

Legislation Details (With Text)

File #:	19-438	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	9/11/2019			**In control:**	City Council
On agenda:	10/9/2019			**Final action:**	
Title:	Request approval for changes to three previously approved road closures. (Assistant to the CIty Manager/Public Relations Specialist)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Updated Staff Report 2019 Road Closures.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 11, 2019
Agenda Date: October 9, 2019
Prepared By: Gail Bantugan, Leisure Services Manager
Through: Samantha Senger, Assistant to the City Manager and Public Relations Specialist
Requested Action:
Request approval for changes to three previously approved road closures.

BACKGROUND:

During any given calendar year, the number of street closures approved by the City Council within the Central Business District (CBD) zoning district shall not exceed twenty-four (24) days. Any street closure lasting in excess of four (4) hours shall be counted as one full day, while any street closure of four (4) hours or less shall be counted as one half day per the Special Events Ordinance No. 01-2016.

The original time frame for the City of Cocoa Fall Festival in the Village, Saturday, October 26, 2019 street closure was 1:00pm-8:00pm.

Requested Change No. 1: City of Cocoa Fall Festival in the Village and Rockin Halloween Benefit Concert in Riverfront Park Saturday October 26, 2019

City of Cocoa Fall Festival in the Village, Saturday, October 26, 2019 (8:00 am - 3:00 pm)
Harrison St: between Riveredge Blvd. and Brevard Ave.
Delannoy St: between Church St. and SR 520
Church St: between Brevard Ave. and Delannoy Ave.
Brevard Ave: between SR 520 and Church St.

Total Closure - One Day.

The original date, time and road closure for the Annual HCVA Fall Car Show was:
HCVA Car Show Saturday, September 21, 2019 (10:00 am - 5:00 pm)
Brevard Ave: between SR 520 and Factory St.
Orange Ave: between Brevard Pl. and Brevard Ave.
Harrison St: between Riversedge and Brevard Ave.
Oleander St: between Brevard Ave. and Municipal Parking Lot
Total Closure - One Day.

Requested Change No. 2

The request is to move and utilize this previously approved street for the First Annual HCVMS Holiday Bicycle Parade through the Village.

First Annual HCVMS Hot Cocoa Holiday's Bicycle Parade, Friday, December 20, 2019 2:00pm-8:00pm.

Harrison St. beginning in Lee Wenner Park to Brevard Ave.
Brevard Ave. between Oleander and Orange St.
Orange St. between Brevard Pl. and Brevard Ave.
Brevard Ave. at the intersection of Church Street and Brevard (on Brevard Ave.)
Delannoy Ave. at Church St. (on Delannoy Ave.)

Total Closure - One Day.

The request on behalf of the Christ Central Church to change the festival date from November 2, 2019 to October 26, 2019.

The originally approved closure:

Christ Central Church Annual Fall Festival, Saturday, November 2, 2019 (1:00 pm - 8:00 pm)
Coquina Drive: between Michigan Ave. and the easterly end of church property
Total Closure - Zero Days (Event is not in the CBD)

Requested Change No. 3

Christ Central Church Annual Fall Festival, Saturday, October 26, 2019 (1:00 pm - 8:00 pm)
Coquina Drive: between Michigan Ave. and the easterly end of church property
Total Closure - Zero Days (Event is not in the CBD)

STRATEGIC PLAN CONNECTION:

The Approval of the road closures will help to enhance the image of Cocoa as an inviting destination for visitors as well as re-enforce a sense of community and increased event participation for its citizens

BUDGETARY IMPACT:

The City receives $50.00 for each non-city group that requests a street closure.

PREVIOUS ACTION:

The three road closure in this request were previously approved by council on 12/12/2018.

RECOMMENDED MOTION:

Request Council approval for the changes to the three 2019 Road Closures listed in this request. An attachment of each requested closure has been included

CITY COUNCIL AGENDA ITEM

Memo Date: November 14, 2018
Agenda Date: December 12, 2018
Prepared By: Gail Bantugan, Leisure Services Manager
Through: Samantha Senger, Assistant to the City Manager and Public Relations Specialist
Requested Action:

Approve the requested 2019 street closures in association with the proposed Special Events.

BACKGROUND:

During any given calendar year, the number of street closures approved by the City Council within the Central Business District (CBD) zoning district shall not exceed twenty-four (24) days. Any street closure lasting in excess of four (4) hours shall be counted as one full day, while any street closure of four (4) hours or less shall be counted as one half day per the Special Events Ordinance No. 01-2016.

Events:

Run for Responders 5K, Saturday, January 5, 2019 (5:00 pm – 10:00 pm)
Church St: between Riverside Dr. and east terminus of Church St.
Riverside Dr: between Church St. and Oak St.
Oak St: between Riverside Dr. and Brevard Ave.
Brevard Ave: between Oak St. and Harrison St.
Harrison St: between Brevard Ave. and Riveredge Blvd.
Total Closure - One Day

Martin Luther King Jr. Peace March and Service, January 21, 2019 12:00pm-3:00pm.
Provost Park on Varr Ave. to SR 520 going east to Riveredge Blvd. into Riverfront Park. This event does not require a street closure. However, the Peace March does include the streets of Cocoa including the SR520. The organizers are required to have the proper DOT permitting in place to hold the march.
Total Closure - Half Day

Cocoa Village Mardi Gras, February 16, 2019 (3:00 pm -12:00 am)
Delannoy Ave: between Derby St. and SR 520
Brevard Ave: between Church St. and SR 520
Harrison Street: between Riveredge Blvd. and Brevard Ave.
Oleander Street: between Brevard Ave. and Municipal Parking Lot
Total Closure - One Day

HCVA Spring Craft Fair, Saturday, March 2-3 2019 (2:00 am Saturday March 2nd – 6:00 pm Sunday. March 3rd)
Brevard Ave: between SR 520 and Factory St.
Oleander St: between Brevard Ave. and Municipal Parking Lot

Harrison St: between Riveredge Blvd. and Brevard Ave.
Church St: between Brevard Ave. and Delannoy Ave.
Delannoy Ave: between Church St. and Harrison St.
Total Closure - Two Days

HCVA Car Show and Crosswinds Duck Race, Saturday, March 30, 2019 (10:00 am – 5:00 pm)
Brevard Ave: between SR 520 and Factory St.
Orange Ave: between Brevard Pl. and Brevard Ave.
Harrison St: between Riveredge Blvd. and Brevard Ave.
Oleander St: between Brevard Ave. and Municipal Parking Lot
Total Closure - One Day

Village Idiot 5K Village Lost Their Idiot, Friday, April 12, 2019 (5:00 pm – 10:00 pm)
Church St: between Riverside Dr. and east terminus of Church St.
Riverside Dr: between Church St. and Oak St.
Oak St: between Riverside Dr. and Brevard Ave.
Brevard Ave: between Oak St. and Harrison St.
Harrison St: between Brevard Ave. and Riveredge Blvd.
Total Closure - One Day

March of Dimes March for Babies, Saturday, May 4, 2019, 4:00pm-8:00pm
Church St: between Riverside Dr. and east terminus of Church St.
Riverside Dr: between Church St. and Oak St.
Riverside Dr: at Derby Street
The City of Rockledge will also be participating in this event and will monitor the intersections south beyond Oak Street. The walk will move south along Riverside Dr. /Rockledge Dr and turn around at Barton Ave. and head north back to Riverfront Park.
Total Closure - One Day

HCVA Summer Craft Fair, Saturday, May 11-12, 2019 (2:00 am May 11 – 5:00 pm May 12)
Brevard Ave: between SR 520 and Factory St.
Oleander St: between Brevard Ave. and Municipal Parking Lot
Harrison St: between Riveredge Blvd. and Brevard Ave.
Church St: between Brevard Ave. and Delannoy Ave.
Delannoy Ave: between Church St. and SR 520
Total Closure - Two Days

Inaugural Cocoa Triathlon, Sunday, May 19, 2019 (2:00am-12:00pm)
A rolling street closure will be utilized for the Cocoa Triathlon. The number of participants and their safety requires a street closure request. This event will not require temporary traffic control devices (TTCD) to block roads throughout the course route. The streets in which the TTCD will be utilized are:

Harrison St. between Delannoy Ave and Riveredge Blvd.

Riveredge Blvd. between King St. (HWY 520) to Lee Wenner Park.

The Transition Area for each segment will be located in Riverfront Park/Harrison Field.

Swim segment: Will commence in Lee Wenner Park with a Spring Distance of .25miles, into the Indian River. The turnaround point will be designated at the floating bouy.
The Bicycling Segment: Sprint Distance equal to one lap, will begin in Riverfront Park and move down towards Lee Wenner Park. The participants will then proceed under the 520 bridge and continue North on Indian River Drive with the turnaround at Indian Trail and back to the transition area in Riverfront Park.
The Run Segment: Sprint Distance equal to one lap, will transition in Riverfront Park then proceed south towards the turnaround point at Barton Avenue and commence north back to the finish in Riverfront Park.
Total Closure - One Day

Juneteenth Celebration, Saturday, June 22, 2019 (9:00am-6:00pm)

Stone Street	between Mango St. and Blake Ave.
Blake Ave	between Stone St. and Barbara Jenkins
Barbra Jenkins St.	between Mango Ave and Blake Ave.
Valencia St	between Sone St. and Barbara Jenkins St.

Total Closure - One Day Event is not located in the CBD

City of Cocoa July 4th Celebration, Thursady, July 4, 2019 (11:00am-11:00pm)

Street Harrison	between Delannoy and Riveredge Blvd

Total Closure – One Day

Walk to End Alzheimer's, September 21, 2019 (6:00 am – 2:00 pm)

Riverfront Park to Church Street continuing to Riverside Drive

Riverside Drive:	Between Church St. and Derby St.
Delannoy Avenue:	Between Derby St. Harrison St.
Harrison Street:	Between Delannoy and Brevard Ave.
Brevard Avenue:	Between Harrison St. and Rosa L. Jones Blvd
Rosa L. Jones Blvd:	To John Garren Ln
John Garren Lane:	Between Rosa L. Jones and Orange Street
Orange Street:	Between John Garren Ln and Florida Ave.
Florida Avenue:	Between Orange Street and Stone St.
Stone Street:	Between Florida Ave and Brevard Ct.
Brevard Court:	Between Florida Ave and Orange St.
Orange Street:	Between Brevard Ct and Brevard Ave.
Church Street:	Between Brevard Ave and Delannoy St.
Delannoy Avenue:	Between Church Street and Harrison St.
Harrison Street:	Between Delannoy and Riversedge leading back into riverfront Park along the river.

Total Closure - One Day

HCVA Fall Craft Fair, October 19-20, 2018 (2:00 am October 19 – 5:00 pm October 20)

Brevard Ave:	between SR 520 and Factory St.
Oleander St:	between Brevard Ave. and Municipal Parking Lot
Harrison St:	between Riveredge Blvd. and Brevard Ave.
Church St:	between Brevard Ave. and Delannoy Ave.

Delannoy Ave: between Church St. and SR 520
Total Closure - Two Days

City of Cocoa Fall Festival in the Village, Saturday, October 26, 2019 (8:00 am – 3:00 pm)
Harrison St: between Riveredge Blvd. and Brevard Ave.
Delannoy St: between Church St. and SR 520
Church St: between Brevard Ave. and Delannoy Ave.
Brevard Ave: between SR 520 and Church St.

City of Cocoa Fall Festival and Rockin Halloween Benefit Concert in Riverfront Park, Saturday, October 26, 2019 (3:00pm-11:00 pm. This is an extension of time only for Harrison Street between Riveredge Blvd and Delannoy Ave.

Harrison St: between Riveredge Blvd. and Delannoy Ave.
Total Closure - One Day.

Intracoastal Waterway Century Ride- Sunday, October 27, 2019 – Space Coast Free Wheelers
The corner of Delannoy Ave. and Harrison St. from 7:30 am-8:15 am for the beginning of their bike racing event for charity. This is an annual event that has occurred the last weekend in October each year. As soon as the race begins and bikes are cleared out, the street will be opened back up. Actual time should be no longer than 30 minutes.
Total Closure - Half Day

FEDS of Brevard STEP Up for Down Syndrome, Saturday, November 2, 2019 (8:00 am – 12:00 am)
Church St: between Delannoy Ave. and Riverside Dr.
Riverside Dr: between Church St. and Oak St.
Rockledge will also be supporting this event.
Total Closure - One Day

Christ Central Church Annual Fall Festival, Saturday, October 26, 2019 (1:00 pm – 8:00 pm)
Coquina Drive: between Michigan Ave. and the easterly end of church property
Total Closure - Zero Days (Event is not in the CBD)

Running Zone Foundation and Space Coast Runners 48th Annual Space Coast Marathon and Half Marathon, Sunday, December 1, 2019, (2:00am-1:00pm).

Space Coast Marathon Course 26.2 Miles

The Race begins on Brevard Avenue heading south. Turn right on Orange St. Turn right on Florida Ave. Turn right on RT.520 (east bound) Turn left on Brevard Ave heading north and cross over Rt.520 (west bound). Continue northbound on Indian River Drive with a turn-around just south of Indian Trail. Head south on Indian River Drive. Turn right on Peachtree St. Turn left on Florida Ave. Turn left on Rosa L. Jones Blvd. Heading right onto Oak St. Turn right onto Rockledge Drive to the turnaround just south of Stonebridge Drive. Turn

around heading north on Rockledge Drive. Turn right on Church St. utilizing the Porcher House Loop Alleyway behind St. Mark's Episcopal Church and Academy. Turn right onto Delannoy Ave. Right onto Harrison St. Remaining in the west bound lane of Harrison St. into Lee Wenner Park to the Finish Line.

Space Coast Half- Marathon Course 13.1 Miles (two courses)

North Course
Heading South on Brevard Ave. Turn Right onto Orange St. Turn right onto Florida Ave. Turn Right onto RT 520 (east-bound). Turn Left on Brevard Ave Crossing RT 520 (west bound). Course runs along Riverside Drive until just south of Indian Trail. The course then turns around heading south until RT 520 (west-bound) and turns left to the new connector crossing under Rt 520 into Lee Wenner Park to the Finish Line.

South Course
Heading South on Brevard Ave. Turning left on Church Street. Turn right on Rockledge Drive continuing on Rockledge Drive to 200 meters south of Stonebridge Dr. (just north of Oakledge Drive. Turn around heading north back to Church St. Turning right onto Church Street using the Porcher House Loop Alleyway behind St. Mark's Episcopal Church and Academy. Turn right onto Delannoy Ave. Turn right onto Harrison St. Staying in the west-bound lane of Harrison Street into Lee Wenner Park to the Finish Line.

Total Closure - One Day

HCVA Holiday Craft Fair, December 7-8, 2019(2:00 am December 7–5:00 pm December 8)

Brevard Ave:	between SR 520 and Factory St.
Oleander St:	between Brevard Ave. and Municipal Parking Lot
Harrison St:	between Riveredge Blvd. and Brevard Ave.
Church St:	between Brevard Ave. and Delannoy Ave.
Delannoy Ave:	between Church St. and SR 520

Total Closure days- Two Days

Cocoa Rockledge Holiday Parade and Tree Lighting, December, 14, 2019 (12:00 pm – 6:00 pm)

Brevard Ave:	beginning at the southerly city limit to Maryland Ave.
Maryland Ave:	between Brevard Ave. and Delannoy Ave.
Delannoy Ave:	between Maryland Ave. and SR 520
Harrison St:	between Delannoy Ave. and Riveredge Blvd.

Total Closure - One Day

The total number of street closure days if approved is 24.

First Annual HCVMS Hot Cocoa Holiday's Bicycle Parade, Friday, December 20, 2019 2:00pm-8:00pm.

Harrison St.	beginning in Lee Wenner Park to Brevard Ave.
Brevard Ave.	between Oleander and Orange St.
Orange St.	between Brevard Pl. and Brevard Ave.

Brevard Ave.	at the intersection of Church Street and Brevard (on Brevard Ave.)
Delannoy Ave.	at Church St. (on Delannoy Ave.)..

STRATEGIC PLAN CONNECTION:

The Approval of the road closures will help to enhance the image of Cocoa as an inviting destination for visitors as well as re-enforce a sense of community and increased event participation for its citizens

BUDGETARY IMPACT:

The City receives $50.00 for each group that requests a street closure. The MLK event will have the permit fees waived. The event is held on a federal holiday per the special events ordinance section 2-404.

PREVIOUS ACTION:

The 2018 Road Closure requests were approved last year.

RECOMMENDED MOTION:

Request Council approval of all 2019 Road Closures listed in this request. An attachment of the requested closures has been included.

Legislation Details (With Text)

File #:	19-459	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	9/24/2019			**In control:**	City Council
On agenda:	10/9/2019			**Final action:**	
Title:	Approve a Code Enforcement Lien Reduction request in the amount of $2,100.00, as recommended by the Code Enforcement Board, for the property located at 811 Eden Street. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Application.pdf Brevard-County-Real-Estate-2422347-2018-Annual-bill.pdf codelien.pdf Cost Affidavit Form -811eden.pdf Lien Reduction Checklist.pdf Property Appraiser.pdf Staff Report for Lien Reduction-811.pdf taxroll.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 24, 2019
Agenda Date: October 9, 2019
Prepared By: Darla Crowl, Code Enforcement Coordinator
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Approve a Code Enforcement Lien Reduction request in the amount of $2,100.00, as recommended by the Code Enforcement Board, for the property located at 811 Eden Street.

BACKGROUND:

CASE # 14-205

The Code Enforcement Board held a public hearing on **3/20/2014**, at which time the Board found the owner, **Morales, Thailisse** in violation of the following:
Ch. 6-1303 (b-c) Electrical Facilities, 6-1003 (b) Protective Treatment, 6-1004 (c) Maintenance to Interior Surfaces, 6-1403 (a-c) Fire Protection Systems, 6-1204 (a-d) Water System, 6-1203 (a -c) Plumbing Fixtures, 6-1003 (f) Exterior Walls, 6-1301 (b-d) Heating System

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property

effective **4/20/14** The lien ran at **$250.00** per day from **4/20/2014** until compliance was achieved on **7/15/2019**. Code records show no inspections of the inside of the home where the violations occurred until 2019. The lien is **$478,010.00** and the current owner, **Morales, Thailisse**, is requesting that the lien be reduced to **as low as possible**, due to the fact that the owner is selling another home.

Staff utilized the following factors in making its recommendation to reduce the lien;

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- The number of violations related to the subject lien; **Six**
- Number of Inspections performed: **21**
- The length of time the property was in violation **1,911 days**
- Previous Code Violations: **7 - 09-043** (posted unsafe unsanitary), **10-859** (Accumulation of Junk, Trash, and Debris), **11-352** (Business Tax Receipt), **15-611** (Abatement), **15-1085** (Unsafe & Unsanitary Structure), **16-243** (Exterior Structure), **18-541** (Protective Treatment)
- Property Taxes: **2018 are due, No outstanding Tax Bills**
- Other Liens: **Records show no outstanding liens on the property.**
- Property Inspection: **9/18/19 and was incompliance before Code Board Hearing. An inspection will occur prior to the Council Meeting**
- Any other mitigating circumstances: **Current owner is selling a property which is affected by the lien.**

The current market value of the subject property; the current market value is **$43,710** according the Brevard County Property Appraiser.

Staff submits their cost sheet for **$2,000.47** and recommends to reduce the lien to **20%** of the current property value in the amount of **$8,742.**

Staff's recommendation is based on the gravity of the violations, the amount of time it took the property to come into compliance, and the total amount of the fine

Per the City Code, this is only a recommendation to the City Council. If the Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one-year period of time.

STRATEGIC PLAN CONNECTION:

Crime, Image and Community Development.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting on September 19, 2019 was presented the facts in this case and after asking staff “what is the cost to the City of Cocoa” recommended that the lien be reduced to $2,100.00.

RECOMMENDED MOTION:

Council Approve a Code Enforcement Lien Reduction request in the amount of $2,100.00, as recommended by the Code Enforcement Board, for the property located at 811 Eden Street.

Application # CE - 14 - 205

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

For Office Use Only - Date Received

RECEIVED
JUL 22 2019
BY:

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** 7/22/19

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): _____

Name: Thailisse Fernandez

Mailing Address: 4344 Browning Lane

City: Rockledge State: FL Zip Code: 32955

Phone #: 321 323 6193 Fax #: _____

Mobile #: 321 323 6193 E-mail: Mikethaiswedding@yahoo.com

3. **Property Owner Information:** ** Check here if same as Applicant →* [X]
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

4. **Information for property on which lien occurs:**

Street Address and Location: 811 Eden St, Cocoa, FL 32922

Parcel ID:

24-36-29-75-0000F.0-

0002.00

Tax Account Number:

Existing Use(s) on Property: personal

Proposed Use(s) on Property: n/a

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies? empty

Nature of Violation(s): Internal / External (plumbing, electrical, etc.)

Date Fine or Lien Imposed: 3/20/2014 Amount of Fine: $250.00 per day per day $4479,780.00

Have the violation(s) on the subject property been corrected? (Yes) No (Circle one)

Date upon which the subject property was brought into compliance: 7/15/2019

5. **Please provide the following information:**

Code enforcement case number: 14-00000205

Were you the property owner at the time the lien was imposed? (Yes) / No (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? _____

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / No / (NA) (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? _____

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes / (No) (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / (No) (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:
Was unaware of the lien until 2018 when trying to apply for Refinance on previous home, if known would have taken care of immediately, Son is having multiple surgeries this year and will require therapy and time off

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:
See previous answer

Amount you are requesting that the lien be reduced to: as low as possible
Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:
home is brought to code and above, new cabinet in kitchen and granite counter tops
Son is having multiple surgeries this year

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:
N/A

6. **Please submit the following items in order complete the application:**

   a. ☑ **Notarized application.**

   b. ☐ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**

   c. ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

   d. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

   e. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☒ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representitive.

12. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard. I, Thalisse Fernandez being first duly sworn, depose and say that:

☒ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

(APPLICANT SIGNATURE)

Notary Public State of Florida
Darla D Crowl
My Commission GG 266694
Expires 11/11/2022

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☒

Type of I.D. Produced FL DL

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 22 day of July, 20 19

Public Hearing Process Information.

It is the responsibility of the Applicant to read the Lien Reduction Application to its entirety. Please keep this sheet from your application for your records. At any time through this process you have any questions or concerns, please contact the Code Enforcement Division at 321-433-8508.

1. **Public hearing date and location.** All regularly scheduled hearings are held on the third Thursday of each month at 6:00pm in the Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

2. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the request. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

3. **Preparing for public hearing.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the applicant's request.

4. **Format of public hearing.** The public hearing before the Code Enforcement Board is quasi-judicial in nature. *State and local law strictly prohibits applicants and/or interested parties from participating in ex-parte communications with Board members in person, by phone, e-mail, or in writing before the application is considered at a public hearing.* Applicants are encouraged to review and copy the quasi-judicial rules and procedures used by the Code Enforcement Board before the public hearing date. A copy may be obtained from the City Clerk's Office.

5. **Exhibits at public hearing.** If photographs, documents, maps or other materials are provided to the Board as evidence at the public hearing, the applicant must provide a copy to the Recording Secretary, City Staff, and the Code Enforcement Board for examination. One copy of any exhibits and/or evidence shall be provided, by law those instruments automatically become part of the public records and cannot be returned to the applicant.

6. **Witnesses at public hearing.** For the purposes of making a decision on the application, the Board shall only consider testimony of qualified witnesses. A witness is determined by the Board and is generally based on:

   a. The witness has personal knowledge of the fact in which the witness will testify; and/or

   b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:

      1. Layman witness: Testimony of a witness other than an expert witness is qualified only if:

         - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.

         - The opinions and inferences do not require any special knowledge, skill experience or training.

      2. Expert witness. Testimony of an expert witness is qualified only if:

         - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.

         - The witness is adequately qualified to express an opinion on the matter.

Sec. 6-707. - Satisfaction or release of code enforcement lien. (NOTE: this is not the code section in its entirety)

(b) ***Application.*** The application shall be executed under oath and sworn to in the presence of a notary public.

(c) ***Reimbursement to city for recording costs at time of application.*** The violator shall submit, at the time of application, payment to the city in the amount necessary to reimburse the city for its costs associated with recording the order imposing a penalty or fine and the requested satisfaction or release of lien. These costs are non-refundable, without regard for the final disposition of the application for satisfaction or release of lien.

(d) ***Processing of application by Code Enforcement Manager or Chief of Police.*** Upon receipt of the application for satisfaction or release of lien and payment provided above, the community development director shall confirm through the code enforcement department that the violation which resulted in the order imposing penalty or fine has been brought into compliance. If the violation has been brought into compliance and there is no current code violation upon the property in question, the community development director shall place the application upon the agenda of the next meeting of the code enforcement board.

(e) ***Code enforcement board hearing.*** At the hearing before the code enforcement board, the board shall review and consider the application for satisfaction or release of lien, provide the violator with an opportunity to address the board regarding the application for satisfaction or release of lien, and to take the testimony of other interested parties, including but not limited to city staff.

Review and recommendation. Upon review of the application and any testimony presented, the code enforcement board shall recommend to the city council approval, approval with conditions, or denial of the application for satisfaction or release of lien.

The code enforcement board, in determining its recommendation, shall consider the following factors:

(1) The gravity of the violation;

(2) The time in which it took the violator to come into compliance;

(3) The accrued amount of the code enforcement fine or lien;

(4) Any previous or subsequent code violations;

(5) Any financial hardship; and

(6) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine.

(f) ***Presentation to city council.*** After a recommendation has been rendered by the code enforcement board, the community development director shall place the application for satisfaction or release of lien upon the agenda of the next regularly scheduled city council meeting. The city council may take action solely based upon the sworn application and recommendation of the code enforcement board; or it may, in its discretion, provide the violator with an opportunity to address the council in regard to the application for satisfaction or release of lien.

City Council action. The city council may approve, approve with conditions, or deny the application to satisfy or release of lien. If the city council approves the application to satisfy or release the lien and the approval is conditioned upon the violator paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded until the condition(s) placed by the council have been satisfied.

(g) ***Compliance with city council conditions.*** The violator shall have thirty (30) days in which to comply with the conditions imposed by the city council. Failure of the violator to comply will result in the automatic denial of the application for satisfaction or release of lien.

(h) ***Effect of denial on application for subsequent lien reduction or forgiveness.*** If the application is denied or if the application is automatically denied due to the failure of the violator to comply with the conditions imposed by the city council, the violator shall thereafter be barred from applying for a subsequent reduction or forgiveness of the lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this chapter.

(Ord. No. 16-06, § 2, 5-9-06)

Property Information

Address:	811 EDEN ST
	COCOA, FL 32922
Location ID:	8366
PARCEL NUMBER:	24 362975F 2
Alternate ID #:	2422347
Zoning:	NA NOT AVAILABLE
Subdivision:	

Case General Information

Case status:	FL Fixed Lien
Status date:	7/16/2019
Case type:	MAIN Maintenence to a Structure
Reported date:	2/27/2014
Origination:	BR Building Div Referral
Default Inspector:	DXE Dail Echevarria, Jr.
Credit balance:	.00
Disposition:	Public
Pin number:	933595

Owner Information

Owner name:	MORALES, THAILISSE
Address:	1236 PRIMROSE PL
City:	ROCKLEDGE, FL 32955
Phone:	0
Notice:	Y
Flip:	Y

Violations

Type	Status	Location	Quantity	Date Established	Date Resolved
Ch. 6 Sec. 6-1303(b,c)	CC	INSIDE & OUT	3	3/04/2014	7/14/2014
Ch. 6 Sec. 6-1003(b)	CC	INTERIOR & OUT	1	3/04/2014	7/14/2014
Ch. 6 Sec. 6-1004(c)	CC	DOORS & TRIM	1	3/04/2014	7/14/2014
Ch. 6 Sec. 6-1403(a,b,c)	CC	INTERIOR HALL	1	3/04/2014	7/14/2014
Ch. 6 Sec. 6-1204(a-d)	CC	LAUNDRY ROOM	1	3/04/2014	7/14/2014
Ch. 6 Sec. 6-1203(a-c)	CC	SINKS & TOILET	1	3/04/2014	7/14/2014
Ch. 6 Sec. 6-1003(f)	CC	FRT & BACK WALL	1	3/05/2014	7/14/2014
Chp.6 Art. III Div.7 Sec.6-1301	CC	INTERIOR	1	3/05/2014	7/14/2014

Case Data

Description	Data
Extension Time	n
Commercial Y/N	y
Owner Occupied Y/N	?
Residential Y/N	n
Vacant Y/N	y
Rental Y/N	?
Right-of-Way	n
Zoning Code	NOT AVAILABLE

Active Inspections

	Insp	Schedule

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2018 DELINQUENT INDIVIDUAL TAX CERTIFICATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2422347		23D0

Pay your taxes online at www.brevardtc.com

PAYMENT MUST BE MADE BY CASH, CASHIER'S CHECK, MONEY ORDER, OR CREDIT CARD.

MORALES, THAILISSE
2 BUCKINGHAM CT
ROCKLEDGE, FL 32955-4025

811 EDEN ST

ROYAL GARDEN HOMES LOT 2 BLK F

Certificate Issued: 2019

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL FUND	3.9456	35,760	0	35,760	141.09
BREVARD LIBRARY DISTRICT	0.4731	35,760	0	35,760	16.92
BREVARD MOSQUITO CONTROL	0.1869	35,760	0	35,760	6.68
RECREATION DISTRICT 4 - MAINT	0.6892	35,760	0	35,760	24.65
TI-CO AIRPORT AUTHORITY	0.0000		0	0	0.00
SCHOOL - BY STATE LAW	4.0510	43,970	0	43,970	178.12
SCHOOL - BY LOCAL BOARD	0.7480	43,970	0	43,970	32.89
SCHOOL - CAPITAL OUTLAY	1.5000	43,970	0	43,970	65.96
CITY OF COCOA	5.9790	35,760	0	35,760	213.81
ST JOHNS RIVER WATER MGMT DST	0.2562	35,760	0	35,760	9.16
FLA INLAND NAVIGATION DIST	0.0320	35,760	0	35,760	1.14
ENV END LD/WTR LTD 05-24	0.0641	35,760	0	35,760	2.29
ENV END LD/WTR LTD(DBTP) 05-24	0.0843	35,760	0	35,760	3.01

TOTAL MILLAGE	18.0094	AD VALOREM TAXES	$695.72

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	AMOUNT
158 SOLID WASTE DISPOSAL	57.00
167 FIRE SERVICES - COCOA	209.35

PAY ONLY ONE AMOUNT IN BOXES BELOW	NON-AD VALOREM ASSESSMENTS	$266.35

Face: 1,080.48 Rate: 0.25%	Cert #3762 Bidder #2796693	If Received By Please Pay	Sep 30, 2019 $1,140.75	Oct 31, 2019 $1,140.75	Nov 27, 2019 $1,140.75

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2018 DELINQUENT INDIVIDUAL TAX CERTIFICATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2422347		23D0

Pay your taxes online at www.brevardtc.com

PAYMENT MUST BE MADE BY CASH, CASHIER'S CHECK, MONEY ORDER, OR CREDIT CARD.

RETURN WITH PAYMENT

MORALES, THAILISSE
2 BUCKINGHAM CT
ROCKLEDGE, FL 32955-4025

PAYING ONLINE VIA E-CHECK IS FREE

"PAY ONLINE. NOT IN LINE"

Certificate Issued: 2019

PLEASE PAY IN U.S. FUNDS THROUGH U.S. BANK TO BREVARD COUNTY TAX COLLECTOR, PO BOX 2500, TITUSVILLE, FL 32781-2500

Face: 1,080.48 Rate: 0.25%	Cert #3762 Bidder #2796693	If Received By Please Pay	Sep 30, 2019 $1,140.75	Oct 31, 2019 $1,140.75	Nov 27, 2019 $1,140.75

1 02422347 2018 1

CFN 2014144975, OR BK 7171 Page 1898, Recorded 07/22/2014 at 09:28 AM, Scott Ellis, Clerk of Courts, Brevard County

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO: 14-00000205
CERTIFIED MAIL:

May 16, 2014

Complainant	Respondent(s)
THE CITY OF COCOA, A Florida municipal Corporation	Thailisse Morales 1236 Primrose Pl Rockledge, FL 32955

VS.

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE came on for public hearing before the board on March 20, 2014, after due notice of Respondent(s), at which time the Board heard testimony under oath, received evidence, and issued its Findings of Fact, conclusions of Law and Order and thereupon issued its oral Order which was reduced to writing and furnished to Respondent(s).
Said Order required Respondent(s) to take certain corrective action by certain time, as more specifically set forth in that Order dated March 24, 2014. Accordingly, it having been brought to the Board's attention on July 17, 2014, that Respondent(s) have not complied with the Order dated March 24, 2014, it is hereby ORDERED that Respondent(s) pay to the City of Cocoa a fine in the amount of $250.00 per day for each and every day the violation(s) exists and continues to exist 811 Eden St, described as: Parcel ID 24- 36-29-75-0000F.0-0002.00. The violations are Sec. 6-1003 (b) protective treatment, Sec. 6-1004 (c) Maintenance to interior surfaces, Sec. 6-1403 (a-c), fire protection systems, Sec. 1204 (a-d) water systems, Sec. 6-1203 (a-c) plumbing fixtures, Sec. 6-1003 (f) exterior walls, and Sec. 6-1301 (a-d) heating facilities.

After April 20, 2014, which was the day after the date previously set by the Board's Order for compliance, or date of re-occurrence. This order may be recorded in the Public Records of Brevard County, Florida and shall constitute a lien against and upon any real or personal property owned by the Respondent(s) pursuant to Sections 162.08 and 162.09, Florida Statutes.
DONE AND ORDERED this 18th day of July, 2014, at City of Cocoa, Florida.
CODE ENFORCEMENT BOARD OF CITY OF COCOA, BREVARD COUNTY, FLORIDA

Chairman of Board
CERTIFICATION:
I hereby certify that this is an Original Copy of the order of the Code Enforcement Board dated:
Date: 7/18/14 **Signed:** Mary Lou Stearns
Mary Lou Stearns, Recording Secretary Code Enforcement Board

MARY LOU STEARNS
Notary Public - State of Florida
My Comm. Expires Sep 3, 2015
Commission # EE 93583
Bonded Through National Notary Assn.

Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Case#: CE-14-205 **Date: 04/8/19**

Morales, Thailisse

Site Address: 811 Eden St.

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-$25.16, Coordinator-$26.16, Manager-$38.64, Chief-$59.81 & City Attorney-$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	14	0.5	$25.16	$176.12
2	Code Manager	7	0.5	$38.64	$135.24
3					
				Total A1	$311.36

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	19	0.5	25.16	$478.04
2	Code Manager	4	0.5	38.64	$154.56
3					
				Total A2	$632.60

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	16	$26.16	$418.56
2	City Attorney	Case Duties	2	$150.00	$300.00
3	Chief	Board Hearings	1	$59.81	$59.81
4					
5					
				Total A3	$778.37

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	540	$0.35	$189.00
2	Large Envelope	33	$0.64	$21.12
3	Standard Envelope	9	$0.10	$0.90
4	Color Photo Prints	53	$0.45	$23.85
5	Standard Mail	5	$0.55	$2.75
6	Certified Mail	2	$5.26	$10.52
7	Recording Fees	3	$10.00	$30.00
8				
9				
			Total B	$278.14

C. Total Amount of Cost (A1+A2+A3+B): $2,000.47

Lien Reduction Checklist

Address: 811 Eden St Cocoa FL 32922

	Application	
X	**Past Code Case Check**	
X	**Code Liens – Fixed & Abatements**	$ 0.00 Include Recorded Copies
X	**Code Liens Running**	$0.00 Include Recorded Copies
X	**Water Liens**	$0.00 Include Recorded Copies
X	**Property Ownership History**	Attached
X	**Property Tax Status**	Current
X	**Business Tax History**	Old Rental Property Vacant
X	**Bonds, Special Assessments, etc.**	None
X	**Property Inspection (before Code Board)**	Interior 7/3/19 – Exterior 7/31/19 Exterior 9/18/19
	Property Owner Re-Check	
	Property Inspection (before Council)	

Brevard County Property Appraiser

Titusville • Merritt Island • Viera • Melbourne • Palm Bay

PROPERTY DETAILS

Phone: (321) 264-6700
https://www.bcpao.us

Account	2422347
Owners	Morales, Thailisse
Mailing Address	2 Buckingham CT Rockledge FL 32955
Site Address	811 Eden St Cocoa FL 32922
Parcel ID	24-36-29-75-F-2
Property Use	0110 - Single Family Residence
Exemptions	None
Taxing District	23D0 - Cocoa
Total Acres	0.19
Subdivision	Royal Garden Homes
Site Code	0001 - No Other Code Appl.
Plat Book/Page	0011/0096
Land Description	Royal Garden Homes Lot 2 Blk F



VALUE SUMMARY

Category	2019	2018	2017
Market Value	$43,710	$43,970	$35,450
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$39,330	$35,760	$32,510
Assessed Value School	$43,710	$43,970	$35,450
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$39,330	$35,760	$32,510
Taxable Value School	$43,710	$43,970	$35,450

SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
12/29/2005	--	QC	Improved	5585/4210
10/18/2005	$75,000	WD	Improved	5569/7379
03/01/1992	$18,400	QC	Improved	3189/2498
05/30/1990	$37,000	WD	--	3063/2862

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - Single Family Residence

Materials		Details	
Exterior Wall:	Painted Exterior	Year Built	1958
Frame:	Masnryconc	Story Height	8
Roof:	Asph/Asb Shngl	Floors	1
Roof Structure:	Hip/Gable	Residential Units	1
		Commercial Units	0

Sub-Areas	
Base Area (1st)	900
Carport	264
Open Porch	40
Utility Room	84
Total Base Area	900
Total Sub Area	1,288

Extra Features
No Data Found

Generated on 7/31/2019 3:40:37 PM

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
9/19/2019

LIEN REDUCTION REQUEST FOR

CASE # 14-205

The Code Enforcement Board held a public hearing on **3/20/2014**, at which time the Board found the owner, **Morales, Thailisse** in violation of the following:

6-1303 (b-c) Electrical Facilities
6-1003 (b) Protective Treatment
6-1004 (c) Maintenance to Interior Surfaces
6-1403 (a-c) Fire Protection Systems
6-1204 (a-d) Water System
6-1203 (a-c) Plumbing Fixtures
6-1003 (f) Exterior Walls
6-1301 (b-d) Heating System

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective **4/20/14** The lien ran at **$250.00** per day from **4/20/2014** until compliance was achieved on **7/15/2019**. Code records show no inspections of the inside of the home where the violations occurred until 2019. The lien is **$478,010.00** and the current owner, **Morales, Thailisse**, is requesting that the lien be reduced to **As Low As Possible**, due to the fact that the owner is selling another home.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- The number of violations related to the subject lien; **Six**
- Number of Inspections performed: **21**
- The length of time the property was in violation **1,911 days**
- Previous Code Violations: **7 - 09-043** (posted unsafe unsanitary), **10-859** (Accumulation of Junk, Trash, and Debris), **11-352** (Business Tax Receipt), **15-611** (Abatement), **15-1085** (Unsafe & Unsanitary Structure), **16-243** (Exterior Structure), **18-541** (Protective Treatment)
- Property Taxes: **2018 are due, No outstanding Tax Bills**
- Other Liens: **Records show no outstanding liens on the property. No Water Liens**
- Property Inspection: **9/18/19 and was incompliance before Code Board Hearing. An inspection will occur prior to the Council**

Meeting

- Any other mitigating circumstances: **Current owner is selling a property which is affected by the lien.**

The current market value of the subject property; the current market value is **$43,710** according the Brevard County Property Appraiser.

Staff submits their cost sheet for **$2,000.47** and recommends to reduce the lien to **20%** of the current property value in the amount of **$8,742.**

Staff's recommendation is based on the gravity of the violations, the amount of time it took the property to come into compliance, and the total amount of the fine

Per the City Code, this is only a recommendation to the City Council. If the Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one year period of time.

BREVARD COUNTY TAX COLLECTOR
Lisa Cullen, CFC

2018 Roll Details — Real Estate Account At 811 EDEN ST, COCOA

Print this page

Real Estate Account #2422347 | Parcel details | Latest bill | Full bill history

Pay All: $1,140.75

2018	2017	2016	2015	...	2005
$1140.75 due	PAID	PAID	PAID		PAID

Get Bills by Email **Pay this bill: $1,140.75**

Owner: MORALES, THAILISSE
2 BUCKINGHAM CT
ROCKLEDGE, FL 32955-4025
Situs: 811 EDEN ST
COCOA

Account number: 2422347
Alternate Key: 2422347
Millage code: 23D0
Millage rate: 18.0094

Assessed value: 35,760
School assessed value: 43,970



Location is not guaranteed to be accurate.

GIS - Property Appraiser

2018 Annual bill

View

Legal description

ROYAL GARDEN HOMES LOT 2 BLK F

Ad valorem: $695.72
Non-ad valorem: $266.35
Total Discountable: 962.07
No Discount NAVA: 0.00
Total tax: $962.07

Location

Geo number: 24 3629-75-F-2
Property class: 0110
Township: 24
Range: 36
Section: 29
Block: F

Lot: 2
Value code: 10
Use code: 0110
Total acres: 0.190

Certificate #3762

This parcel has an issued certificate for 2018.

Advertised number: 4541
Face amount: $1,080.48
Issued date: 06/01/2019
Expiration date: 06/01/2026
Buyer: Bidder number 2796693
TLOA OF FLORIDA LLLC
11 TALCOTT NOTCH RD
FARMINGTON, CT 06032
Interest rate: 0.25%

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Legislation Details (With Text)

File #:	19-466	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/26/2019			**In control:**	City Council
On agenda:	10/9/2019			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	August 2019 Financial Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 26, 2019
Agenda Date: October 9, 2019
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO ,CGFM Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending August 2019 provide information for the four major funds: General Fund, Water/Sewer Fund, Water/Sewer Capital Projects 2018B Fund and the Storm Water Fund. This August 2019 report is unaudited and preliminary.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the four major funds: General Fund, Water & Sewer and Water Sewer Capital Projects 2018B, and Storm Water. This report shows the current period, the year to date totals, the annual budget and the

unrealized balance.

- Estimated - represents either the current period or year to date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the four major funds: General Fund, Water & Sewer, Water & Sewer Capital Projects 2018B and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.

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FY 2019 Budget by Classification Report - Summary Listing

8/31/2019

Target for August 2019 is 92%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 8,200,129		$ 7,997,607	$ 202,522	98%
OTHER PERMITS AND FEES	$ 3,342,581		$ 3,263,913	$ 78,668	98%
INTERGOVERNMENTAL	$ 2,367,439		$ 2,147,013	$ 220,426	91%
CHARGES FOR SERVICES	$ 11,529,432		$ 10,443,578	$ 1,085,854	91%
FINES AND FORFEITURES	$ 26,000		$ 22,271	$ 3,729	86%
MISCELLANEOUS	$ 944,938		$ 1,485,298	$ 944,938	157%
OTHER SOURCES (NON-REVENUE)	$ 20,930,802		$ 7,738,245	$ 13,192,557	37%
REVENUE TOTALS	**$ 47,341,321**		**$ 33,097,924**	**$ 15,728,695**	**70%**
EXPENSE					
SALARIES AND BENEFITS	$ 23,418,487	$ 407	$ 19,354,877	$ 4,063,203	83%
OPERATING EXPENDITURES	$ 10,967,604	$ 1,153,606	$ 8,150,575	$ 1,663,423	85%
CAPITAL OUTLAY	$ 1,714,015	$ 223,060	$ 1,178,051	$ 312,904	82%
GRANTS, AIDS AND OTHER	$ 11,241,215	$ -	$ 3,056,986	$ 8,184,229	27%
EXPENSE TOTALS	**$ 47,341,321**	**$ 1,377,073**	**$ 31,740,489**	**$ 14,223,759**	**70%**
REVENUE TOTALS	**$ 47,341,321**	**$ -**	**$ 33,097,924**	**$ 15,728,695**	**70%**
EXPENSE TOTALS	**$ 47,341,321**	**$ 1,377,073**	**$ 31,740,489**	**$ 14,223,759**	**70%**
	$ -	**$ (1,377,073)**	**$ 1,357,435**	**$ 1,504,936**	

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310	TAXES								
311	AD VALOREM								
10 00	CURRENT TAXES	458,061	1,637.66		5,038,671	5,407,342.33	107	5,496,736	89,393.67
20 00	DELINQUENT TAXES	1,250	1,302.70	104	13,750	13,423.67	98	15,000	1,576.33
25 00	PENALTIES RE: TAXES	416	1,104.59	266	4,576	13,178.96	288	5,000	8,178.96-
30 00	TAX CERTIFICATES	15,000	.00		165,000	208,246.32	126	180,000	28,246.32-
311 **	AD VALOREM	474,727	4,044.95	1	5,221,997	5,642,191.28	108	5,696,736	54,544.72
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	33,833	.00		372,163	507,315.50	136	406,000	101,315.50-
312 **	SALES USE AND FUEL TAXES	33,833	.00		372,163	507,315.50	136	406,000	101,315.50-
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	96,583	134,644.64	139	1,062,413	1,053,934.93	99	1,159,007	105,072.07
30 00	WATER-COCOA	27,888	30,896.92	111	306,768	317,043.65	103	334,667	17,623.35
40 00	GAS	1,666	1,609.90	97	18,326	18,026.48	98	20,000	1,973.52
80 00	PROPANE	1,251	1,241.27	99	13,761	24,170.69	176	15,013	9,157.69-
314 **	UTILITY SERVICE TAX	127,388	168,392.73	132	1,401,268	1,413,175.75	101	1,528,687	115,511.25
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	33,642	33,606.06	100	370,062	268,798.06	73	403,706	134,907.94
315 **	COMMUNICATION SERVICE TAX	33,642	33,606.06	100	370,062	268,798.06	73	403,706	134,907.94
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	13,750	14,708.26	107	151,250	166,126.29	110	165,000	1,126.29-
316 **	LOCAL BUSINESS TAX	13,750	14,708.26	107	151,250	166,126.29	110	165,000	1,126.29-
310 ***	TAXES	683,340	220,752.00	32	7,516,740	7,997,606.88 ✓	106	8,200,129 ✓	202,522.12
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
00 00	BUILDING PERMITS	16,666	30,733.13	184	183,326	248,600.20	136	200,000	48,600.20-
10 00	TRAINING SURCHARGE	66	.00		726	980.77	135	800	180.77-
322 **	BUILDING PERMITS	16,732	30,733.13	184	184,052	249,580.97	136	200,800	48,780.97-
323	FRANCHISE FEES								
10 00	ELECTRICITY	68,553	92,826.41	135	754,083	621,171.80	82	822,639	201,467.20
40 00	GAS	1,210	2,002.37	166	13,310	24,125.85	181	14,520	9,605.85-
70 00	SOLID WASTE	15,365	15,851.38	103	169,015	175,803.56	104	184,385	8,581.44
323 **	FRANCHISE FEES	85,128	110,680.16	130	936,408	821,101.21	88	1,021,544	200,442.79
325	SPECIAL ASSESSMENT								
12 01	FIRE PROTECTION	162,186	4,075.42	3	1,784,046	2,009,219.37	113	1,946,237	62,982.37-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
12 02	DELINQUENT TAX	166	1,088.99	656	1,826	2,624.89	144	2,000	624.89-
12 03	PENALTIES	166	72.48	44	1,826	3,640.69	199	2,000	1,640.69-
12 04	TAX CERTIFICATES	12,500	.00		137,500	161,932.82	118	150,000	11,932.82-
12 *	SERVICE	175,018	5,236.89	3	1,925,198	2,177,417.77	113	2,100,237	77,180.77-
22 01	CHARGES FOR PUBLIC SVCS	0	.00		0	.00		0	.00
22 02	DELINQUENT TAX	0	.00		0	.00		0	.00
22 03	PENALTIES	0	.00		0	.00		0	.00
22 04	TAX CERTIFICATES	0	.00		0	.00		0	.00
22 *	FIRE PROTECTION	0	.00		0	.00		0	.00
325 **	SPECIAL ASSESSMENT	175,018	5,236.89	3	1,925,198	2,177,417.77	113	2,100,237	77,180.77-
329	OTHER PERMITS & FEES								
00 00	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
10 00	REPOSITORY FEES	0	.00		0	.00		0	.00
20 00	BUILDING PLANS REVIEW FEE	0	.00		0	.00		0	.00
25 00	PLANNING AND ZONING	1,666	1,207.25	73	18,326	12,772.75	70	20,000	7,227.25
30 00	PLANNING SITE PLAN REVIEW	0	.00		0	.00		0	.00
35 00	FIRE INSPECTIONS	0	230.00		0	3,040.00		0	3,040.00-
329 **	OTHER PERMITS & FEES	1,666	1,437.25	86	18,326	15,812.75	86	20,000	4,187.25
320 ***	OTHER PERMITS & FEES	278,544	148,087.43	53	3,063,984	3,263,912.70 ✓	107	3,342,581 ✓	78,668.30
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
10 02	BROWNFIELDS REDEVELOP PR	0	.00		0	.00		0	.00
10 03	ENERGY EFFICIENT RETROFIT	0	.00		0	.00		0	.00
10 *	GENERAL GOVERNMENT	0	.00		0	.00		0	.00
20 01	RES OFFCR - CTY CONTRACT	8,666	.00		95,326	78,000.00	82	104,000	26,000.00
20 05	DEPT OF JUSTICE GRANTS	2,073	.00		22,803	23,464.00	103	24,879	1,415.00
20 09	DOT SPEED CONTROL GRANT	0	.00		0	.00		0	.00
20 10	PROJECT SAFE NEIGHBORHOOD	0	.00		0	.00		0	.00
20 12	BULLET PROOF GRANT	760	.00		8,360	7,084.76	85	9,130	2,045.24
20 13	COPS-CHRP GRANT	0	.00		0	.00		0	.00
20 14	FEMA DEFIBRILLATORS	0	.00		0	.00		0	.00
20 15	VICTIMS OF CRIME ACT GRNT	10,071	7,382.14	73	110,781	72,444.91	65	120,863	48,418.09
20 16	INTERNET CRIMES GRANT	833	.00		9,163	.00		10,000	10,000.00
20 17	BODY WORN CAMERA GRANT	1,500	.00		16,500	18,000.00	109	18,000	.00
20 18	EMS DATA COLLECTION-BEMO	6,108	.00		30,540	.00		36,650	36,650.00
20 *	PUBLIC SAFETY	30,011	7,382.14	25	293,473	198,993.67	68	323,522	124,528.33

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
30 01	FEMA ASSIST TO FF GRANT	0	.00		0	.00		0	.00
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
50 01	FEMA DISASTER RELIEF	0	144,854.43		0	244,456.52		0	244,456.52-
50 02	EDA-2018-DISASTER-11.307	3,750	.00		41,250	.00		45,000	45,000.00
50 03	FDEP-RESILIENCY4190120	7,018	.00		70,180	77,200.00	110	77,200	.00
50 04	EDA-04-69-07348 GRANT	0	.00		0	.00		0	.00
50 *	ECONOMIC ENVIRONMENT	10,768	144,854.43	1345	111,430	321,656.52	289	122,200	199,456.52-
70 01	NPS CIVIL RIGHTS GRANT	4,166	.00		45,826	.00		50,000	50,000.00
331 **	FEDERAL GRANTS	44,945	152,236.57	339	450,729	520,650.19	116	495,722	24,928.19-
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	3,333	.00		36,663	56,286.21	154	40,000	16,286.21-
333 **	PAYMENT IN LIEU OF TAXES	3,333	.00		36,663	56,286.21	154	40,000	16,286.21-
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	0	18,359.45		0	29,224.73		0	29,224.73-
50 02	COCOA CONSERVATION	0	.00		0	.00		0	.00
50 03	RESIDENTIAL RETROFIT	0	.00		0	.00		0	.00
50 04	DEO-19-THREATASSESS-P0299	2,222	20,000.00	900	17,776	20,000.00	113	20,000	.00
50 *	ECONOMIC ENVIRONMENT	2,222	38,359.45	1726	17,776	49,224.73	277	20,000	29,224.73-
90 30	HISTORIC PRESERVATION GRT	0	.00		0	.00		0	.00
334 **	STATE GRANT	2,222	38,359.45	1726	17,776	49,224.73	277	20,000	29,224.73-
335	STATE SHARED REVENUES								
12 00	STATE REVENUE SHARING	41,666	24,883.65	60	458,326	433,910.33	95	500,000	66,089.67
12 20	8TH CNT MUNICIPAL GAS TAX	12,916	7,403.42	57	142,076	129,738.43	91	155,000	25,261.57
12 *	STATE REVENUE SHARING	54,582	32,287.07	59	600,402	563,648.76	94	655,000	91,351.24
14 00	MOBILE HOME LICENSES	1,666	133.49	8	18,326	21,753.74	119	20,000	1,753.74-
15 00	ALCOHOLIC BEVERAGE	1,809	.00		19,899	22,176.87	111	21,717	459.87-
18 00	LOCAL GOVERNMENT 1/2 CENT	90,833	98,921.23	109	999,163	881,182.34	88	1,090,000	208,817.66
21 00	FIREFIGHTER SUPPLEMENTAL	0	4,080.00		0	12,218.33		0	12,218.33-
22 00	ENHANCED 911 FEE	0	.00		0	.00		0	.00
29 00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41 00	FUEL TAX REFUNDS	2,083	.00		22,913	19,871.81	87	25,000	5,128.19
335 **	STATE SHARED REVENUES	150,973	135,421.79	90	1,660,703	1,520,851.85	92	1,811,717	290,865.15
337	GRANTS FROM LOCAL UNITS								
20 01	BC EMS GRANT	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
337	GRANTS FROM LOCAL UNITS								
40 00	TRANSPORTATION	0	.00		0	.00		0	.00
40 01	FDOT JOINT PARTICIPATION	0	.00		0	.00		0	.00
40 *	TRANSPORTATION	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
10 01	EMS 1ST RESPONDER	0	.00		0	.00		0	.00
338 **	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	201,473	326,017.81	162	2,165,871	2,147,012.98	99	2,367,439	220,426.02
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
10 00	RECORDING FEES	0	.00		0	.00		0	.00
15 00	PUBLIC RECORDS MODERNIZAT	0	.00		0	.00		0	.00
21 00	FINANCE/ACCOUNTING FEES	0	.00		0	.00		0	.00
23 00	W/S UTILITY ACCT.FEES	0	.00		0	.00		0	.00
30 00	ADMINISTRATIVE FEES	475,140	475,141.00	100	5,226,540	5,226,551.00	100	5,701,690	475,139.00
31 00	ADMIN FEES STORMWATER	7,861	7,862.00	100	86,471	86,482.00	100	94,343	7,861.00
40 00	CERTIFY/COPY/SEARCH	8,333	11,603.15	139	91,663	100,500.39	110	100,000	500.39-
90 12	PASSPORT EXECUTION FEES	583	385.00	66	6,413	5,180.00	81	7,000	1,820.00
341 **	GENERAL GOVERNMENT	491,917	494,991.15	101	5,411,087	5,418,713.39	100	5,903,033	484,319.61
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	1,666	.00		18,326	33,731.25	184	20,000	13,731.25-
90 00	OTHER PUBLIC SAFETY	0	.00		0	900.00		0	900.00-
90 01	FALSE ALARM FEES	925	1,325.00	143	10,175	9,545.00	94	11,100	1,555.00
90 02	MOTOR VEHICLE ACCIDENT	0	.00		0	.00		0	.00
90 *	OTHER PUBLIC SAFETY	925	1,325.00	143	10,175	10,445.00	103	11,100	655.00
342 **	PUBLIC SAFETY	2,591	1,325.00	51	28,501	44,176.25	155	31,100	13,076.25-
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	35,159	40,145.92	114	386,749	395,116.48	102	421,913	26,796.52
37 11	ROCKLEDGE	22,210	23,887.52	108	244,310	236,214.24	97	266,528	30,313.76
37 12	SUN LAKE	292	319.20	109	3,212	3,134.88	98	3,515	380.12
37 13	CLNY PK-M.I.UTIL CO.	157	159.04	101	1,727	1,589.28	92	1,895	305.72
37 16	COCOA BEACH	9,171	9,208.64	100	100,881	132,063.00	131	110,063	22,000.00-
37 17	CAPE CANAVERAL	7,571	7,587.68	100	83,281	75,854.19	91	90,856	15,001.81
37 18	TITUSVILLE	330	348.32	106	3,630	3,484.63	96	3,961	476.37

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
37 *	WATER BILLING SERVICES	74,890	81,656.32	109	823,790	847,456.70	103	898,731	51,274.30
39 01	SERVICE CHARGES	34,666	24,905.78	72	381,326	321,087.87	84	416,000	94,912.13
39 03	ADMIN CHARGES	33,333	37,895.00	114	366,663	352,295.30	96	400,000	47,704.70
39 04	PENALTIES	72,916	64,358.31	88	802,076	737,668.05	92	875,000	137,331.95
39 05	NSF CHECKS	2,960	3,871.00	131	32,560	32,293.21	99	35,525	3,231.79
39 *	WATER OTHER INCOME	143,875	131,030.09	91	1,582,625	1,443,344.43	91	1,726,525	283,180.57
41 10	SOLID WASTE	173,241	167,487.80	97	1,905,651	1,842,725.46	97	2,078,903	236,177.54
41 20	RECYCLING REVENUE	18,065	18,238.60	101	198,715	201,879.57	102	216,789	14,909.43
41 30	GREEN WASTE	15,449	15,610.62	101	169,939	172,816.94	102	185,394	12,577.06
41 *	GARBAGE COLLECTION	206,755	201,337.02	97	2,274,305	2,217,421.97	98	2,481,086	263,664.03
45 10	BILLING FEE - WASTE MGMT	8,058	17,359.38	215	88,638	83,798.28	95	96,697	12,898.72
45 20	SALE-RECYCLEABLE MTRL	166	1,087.42-	655	1,826	.00		2,000	2,000.00
45 *	GARBAGE-OTHER REVENUE	8,224	16,271.96	198	90,464	83,798.28	93	98,697	14,898.72
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90 01	FDOT MEDIAN MAINT	4,361	.00		47,971	39,252.00	82	52,336	13,084.00
90 02	ADOPT A MEDIAN PROGRAM	0	.00		0	.00		0	.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	16,161	.00		177,771	210,158.53	118	193,934	16,224.53-
90 *	OTHER PHYSICAL ENVIRON	20,522	.00		225,742	249,410.53	111	246,270	3,140.53-
343 **	PHYSICAL ENVIRONMENT	454,266	430,295.39	95	4,996,926	4,841,431.91	97	5,451,309	609,877.09
347	CULTURE/RECREATION								
20 10	DOWNTOWN GAZEBO RENTAL	0	.00		0	.00		0	.00
20 15	JUNNY RIOS PARK RENTAL	0	.00		0	.00		0	.00
20 *	PARKS & RECREATION	0	.00		0	.00		0	.00
39 00	OTHER CULTURAL SERVICES	0	.00		0	.00		0	.00
39 10	PORCHER HOUSE - REVENUES	4,583	1,125.04	25	50,413	34,497.44	68	55,000	20,502.56
39 11	TENANT MAINTENANCE FEES	116	95.96	83	1,276	1,172.12	92	1,400	227.88
39 20	COCOA CIVIC CENTER	3,333	1,666.90	50	36,663	45,349.18	124	40,000	5,349.18-
39 21	CC - BRIDAL SHOWS	0	.00		0	.00		0	.00
39 30	RIVERFRONT PARK	1,666	490.00	29	18,326	18,946.42	103	20,000	1,053.58
39 *	OTHER CULTURAL SERVICES	9,698	3,377.90	35	106,678	99,965.16	94	116,400	16,434.84
40 01	COCOA VILLAGE 10% GROSS	1,250	.00		13,750	650.00	5	15,000	14,350.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
347	CULTURE/RECREATION								
40 05	SPECIAL EVENT PERMITS	208	.00		2,288	19,395.36	848	2,500	16,895.36-
40 10	MARDI GRAS	0	.00		0	.00		0	.00
40 *	SPECIAL EVENTS	1,458	.00		16,038	20,045.36	125	17,500	2,545.36-
50 10	EVENT FEES	382	.00		4,202	3,645.80	87	4,590	944.20
50 20	CONCESSION SALES	0	.00		0	.00		0	.00
50 30	ADVERTISING/SPONSORSHIPS	458	.00		5,038	15,600.00	310	5,500	10,100.00-
50 40	SCHOOL BOARD	0	.00		0	.00		0	.00
50 *	SPECIAL REC FACILITIES	840	.00		9,240	19,245.80	208	10,090	9,155.80-
347 **	CULTURE/RECREATION	11,996	3,377.90	28	131,956	139,256.32	106	143,990	4,733.68
349	OTHER CHARGES FOR SERVICE								
01 00	CREDIT CARD FEES	0	.00		0	.00		0	.00
349 **	OTHER CHARGES FOR SERVICE	0	.00		0	.00		0	.00
340 ***	CHARGES FOR SERVICES	960,770	929,989.44	97	10,568,470	10,443,577.87	99	11,529,432	1,085,854.13
350	FINES AND FORFEITURES								
351	JUDGMENTS AND FINES								
10 00	COUNTY COURT CRIMINAL	0	.00		0	.00		0	.00
50 00	800 MHZ FINES	0	.00		0	.00		0	.00
90 00	OTHER	2,166	1,954.97	90	23,826	22,270.56	94	26,000	3,729.44
351 **	JUDGMENTS AND FINES	2,166	1,954.97	90	23,826	22,270.56	94	26,000	3,729.44
354	LOCAL ORDINANCE VIOLATION								
00 00	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
354 **	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
355	FEDERAL								
00 00	FEDERAL	0	.00		0	.00		0	.00
355 **	FEDERAL	0	.00		0	.00		0	.00
356	STATE								
00 00	STATE	0	.00		0	.00		0	.00
356 **	STATE	0	.00		0	.00		0	.00
350 ***	FINES AND FORFEITURES	2,166	1,954.97	90	23,826	22,270.56	94	26,000	3,729.44

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
350	FINES AND FORFEITURES								
356	STATE								
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	4,166	11,161.83	268	45,826	161,477.84	352	50,000	111,477.84-
20 00	DIVIDENDS	0	.00		0	255.41		0	255.41-
38 00	NET INC/DEC FMV INVEST	0	.00		0	7,373,944.62-		0	7,373,944.62
40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	118.36-		0	118.36
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	30,391.06		0	30,391.06-
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	30,272.70		0	30,272.70-
361 **	INTEREST & OTHER EARNINGS	4,166	11,161.83	268	45,826	7,181,938.67-	5672	50,000	7,231,938.67
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	10,432	3,583.33	34	114,752	96,144.11	84	125,186	29,041.89
362 **	RENT AND ROYALTIES	10,432	3,583.33	34	114,752	96,144.11	84	125,186	29,041.89
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	4,603.68		0	11,453.23		0	11,453.23-
10 00	GAIN/LOSS	0	.00		0	6,615.83		0	6,615.83-
20 00	INTERFUND LOANS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	4,603.68		0	18,069.06		0	18,069.06-
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	0	2,206.99		0	2,206.99		0	2,206.99-
365 **	SALE SURPLUS MTRLS &SCRAP	0	2,206.99		0	2,206.99		0	2,206.99-
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	16,041	10,417.00	65	176,451	511,401.00	290	192,500	318,901.00-
10 09	POLICE/FIRE DEPTS	0	.00		0	.00		0	.00
10 10	CONTRIBS FOR K-9	0	.00		0	.00		0	.00
10 12	V-COP REVENUES	0	.00		0	.00		0	.00
10 13	VISIT FLORIDA GRANT	0	.00		0	.00		0	.00
10 20	TOY DRIVE	0	.00		0	.00		0	.00
10 *	DONATIONS-PRIVATE SOURCES	0	.00		0	.00		0	.00
366 **	CONTRIBUTIONS & DONATIONS	16,041	10,417.00	65	176,451	511,401.00	290	192,500	318,901.00-
367	LICENSES								
00 00	LICENSES	0	.00		0	.00		0	.00
367 **	LICENSES	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
367	LICENSES								
368	PENSION CONTRIBUTIONS								
00 00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
21 00	POLICE STATE CONTRIBUTION	12,844	182,386.17	1420	141,284	182,386.17	129	154,135	28,251.17-
22 00	FIRE STATE CONTRIBUTION	10,895	105,145.59	965	119,845	105,145.59	88	130,749	25,603.41
368 **	PENSION CONTRIBUTIONS	23,739	287,531.76	1211	261,129	287,531.76	110	284,884	2,647.76-
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	6,250	398.69	6	68,750	79,409.70	116	75,000	4,409.70-
90 01	COKE MACHINE	0	.00		0	.00		0	.00
90 02	POLICE SECURITY SERVICES	6,047	3,165.00	52	66,517	32,195.00	48	72,568	40,373.00
90 03	CODE ENF ABATE/DEMO REV	6,250	5,317.10	85	68,750	122,574.37	178	75,000	47,574.37-
90 04	MISC. POLICE REVENUES	0	290.00		0	2,646.22		0	2,646.22-
90 05	INVESTIGATIVE COSTS REIM	4,775	4,731.25	99	52,525	54,709.50	104	57,300	2,590.50
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 07	FLORIDA HARDEST HIT	416	.00		4,576	300.00	7	5,000	4,700.00
90 08	ATF TASK FORCE	0	.00		0	.00		0	.00
90 09	PROPERTY REGISTRATION	625	2,100.00	336	6,875	9,700.00	141	7,500	2,200.00-
90 10	POLICE STRIKEFORCE	0	.00		0	.00		0	.00
90 11	EXCESS INSURANCE PREMIUM	0	.00		0	.00		0	.00
90 99	COCOA PLAYHOUSE	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	24,363	16,002.04	66	267,993	301,534.79	113	292,368	9,166.79-
96 00	INSURANCE REFUND/PROCEEDS	0	10,289.00		0	76,404.37		0	76,404.37-
369 **	OTHER MISC REVENUES	24,363	26,291.04	108	267,993	377,939.16	141	292,368	85,571.16-
360 ***	MISCELLANEOUS REVENUES	78,741	345,795.63	439	866,151	5,888,646.59-	680	944,938	6,833,584.59
						+ 7,373,944.62			
						1,485,298			
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	CDBG (103)	0	.00		0	.00		0	.00
91 10	TRF FROM COCOA CRA (110)	4,401	.00		48,411	52,819.76	109	52,820	.24
91 11	TRF FROM DIAMOND SQ (111)	0	.00		0	.00		0	.00
91 12	US1 CORRIDOR (112)	0	.00		0	.00		0	.00
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 23	STORMWATER (423)	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND (301)	311	.00		2,488	.00		2,800	2,800.00
91 41	TRF FROM CONFISCATED(141)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	4,712	.00		50,899	52,819.76	104	55,620	2,800.24
381 **	INTERFUND TRANSFER	4,712	.00		50,899	52,819.76	104	55,620	2,800.24

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS	590,999	590,999.00	100	6,500,989	6,500,989.00	100	7,091,990	591,001.00
40 01	6% PILOFF	107,675	107,676.00	100	1,184,425	1,184,436.00	100	1,292,109	107,673.00
40 *	CONTRIBUTIONS	698,674	698,675.00	100	7,685,414	7,685,425.00	100	8,384,099	698,674.00
382 **	CONTRIBUTIONS ENTERPRISE	698,674	698,675.00	100	7,685,414	7,685,425.00	100	8,384,099	698,674.00
383	INSTLMT PURCH/CAP LEASE								
10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384	DEBT PROCEEDS								
00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
385	PROCEEDS REFUNDING BONDS								
00 00	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00
385 **	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90 00	NON OPERATING SOURCES	16,292	.00		179,212	.00		195,509	195,509.00
90 20	PREMIUM ON DEBT ISSUE	0	.00		0	.00		0	.00
90 *	NON OPERATING SOURCES	16,292	.00		179,212	.00		195,509	195,509.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	1,572,311	.00		10,723,267	.00		12,295,574	12,295,574.00
99 *	BALANCE FORWARD	1,572,311	.00		10,723,267	.00		12,295,574	12,295,574.00
389 **	NON OPERATING SOURCES	1,588,603	.00		10,902,479	.00		12,491,083	12,491,083.00
380 ***	OTHER SOURCES(NON-REV)	2,291,989	698,675.00	31	18,638,792	7,738,244.76	42	20,930,802	13,192,557.24
FUND TOTAL	GENERAL FUND	4,497,023	2,671,272.28	59	42,843,834	25,723,979.16	60	47,341,321	21,617,341.84

33,097,924

15,728,695

REPORT SELECTIONS

Fiscal year . . . . . : 2019
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 001 GENERAL FUND ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	ERROR	2628	2550.00	97	28908	27701.84	96	.00	31542	3840.16	88
11 **	ERROR	2628	2550.00	97	28908	27701.84	96	.00	31542	3840.16	88
12-00	REGULAR SALARIES & WAGES	943701	1061695.58	113	10941011	9793504.47	90	.00	11884845	2091340.53	82
12-06	SALARIES/CONTRACTUAL	2795	1802.50	65	23677	28170.00	119	.00	26473	1697.00-	106
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	40819	10480.01	26	138785	186733.51	135	.00	179607	7126.51-	104
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	987315	1073978.09	109	11103473	10008407.98	90	.00	12090925	2082517.02	83
13-00	OTHER SALARIES & WAGES	92687	78185.58	84	928781	741547.01	80	.00	1021511	279963.99	73
13 **	OTHER SALARIES & WAGES	92687	78185.58	84	928781	741547.01	80	.00	1021511	279963.99	73
14-00	OVERTIME	41359	48278.15	117	362166	332646.02	92	.00	403616	70969.98	82
14-01	COMP TIME	833	.00	0	9163	.00	0	.00	10000	10000.00	0
14 **	OVERTIME	42192	48278.15	114	371329	332646.02	90	.00	413616	80969.98	80
15-00	SPECIAL PAY	29837	30454.16	102	325029	293796.78	90	.00	354872	61075.22	83
15 **	SPECIAL PAY	29837	30454.16	102	325029	293796.78	90	.00	354872	61075.22	83
20-00	STATE GOVT	2058	120.00-	6-	19404	17941.32	93	.00	21490	3548.68	84
20 **	STATE GOVT	2058	120.00-	6-	19404	17941.32	93	.00	21490	3548.68	84
21-00	FICA TAXES	87248	92244.48	106	942684	849141.57	90	.00	1030066	180924.43	82
21 **	FICA TAXES	87248	92244.48	106	942684	849141.57	90	.00	1030066	180924.43	82
22-00	RETIREMENT CONTRIBUTIONS	86541	69231.30	80	941044	877795.67	93	.00	1027668	149872.33	85
22-01	LICENSED POLICE/FIRE	196119	201091.14	103	2157309	1953699.74	91	.00	2353438	399738.26	83
22-02	STATE CONTRIBUTIONS	21600	287531.76	1331	263260	287531.76	109	.00	284884	2647.76-	101
22-03	ICMA - CITY MANAGER	1153	1285.97	112	12683	10775.20	85	.00	13837	3061.80	78

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
22 **	RETIREMENT CONTRIBUTIONS	305413	559140.17	183	3374296	3129802.37	93	.00	3679827	550024.63	85
23-00	LIFE/HEALTH INSURANCE	327425	296404.32	91	3579495	3281330.97	92	406.50	3907021	625283.53	84
23-02	LIFE/HEALTH GF RETIREES	0	.00	0	0	.00	0	.00	0	.00	0
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	327425	296404.32	91	3579495	3281330.97	92	406.50	3907021	625283.53	84
24-00	WORKER'S COMPENSATION	51206	47700.89	93	563179	467182.17	83	.00	614499	147316.83	76
24 **	WORKER'S COMPENSATION	51206	47700.89	93	563179	467182.17	83	.00	614499	147316.83	76
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	4576	223.72	5	.00	5000	4776.28	5
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	4576	223.72	5	.00	5000	4776.28	5
27-00	BENEFIT OFFSET	21201	19780.00	93	226915	205155.00	90	.00	248118	42963.00	83
27 **	BENEFIT OFFSET	21201	19780.00	93	226915	205155.00	90	.00	248118	42963.00	83
31-00	PROFESSIONAL SERVICES	52811	32295.95	61	507178	235987.64	47	71065.23	560042	252989.13	55
31-01	LEGAL EXPENSES	52827	40806.33	77	472095	416285.77	88	100992.68	524921	7642.55	99
31-02	MEDICAL SERVICES	3358	100.00	3	38441	33394.26	87	6175.23	41810	2240.51	95
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1125	.00	0	12375	13500.00	109	.00	13500	.00	100
31-06	EDA-04-69-07348 GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-33	EMPLOYEE HEALTH CENTER	14962	15543.88	104	164582	150782.22	92	28767.78	179550	.00	100
31 **	PROFESSIONAL SERVICES	125083	88746.16	71	1194671	849949.89	71	207000.92	1319823	262872.19	80
32-00	ACCOUNTING & AUDITING	3333	.00	0	36663	40000.00	109	.00	40000	.00	100
32 **	ACCOUNTING & AUDITING	3333	.00	0	36663	40000.00	109	.00	40000	.00	100
34-00	CONTRACT SERVICES	127059	98329.37	77	1037499	871595.30	84	190383.04	1164617	102638.66	91
34-01	created by mistake	0	.00	0	0	.00	0	.00	0	.00	0
34-02	FDEP-RESILIENCY4190120	7018	.00	0	70180	77200.00	110	.00	77200	.00	100

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
34-03	DEO-19-THREATASSESS-P0299	157222	316899.60	202	1722776	1606018.54	93	.00	1880000	273981.46	85
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	8346	7788.00	93	85114	70092.00	82	23364.00	93456	.00	100
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	299645	423016.97	141	2915569	2624905.84	90	213747.04	3215273	376620.12	88
39-00	CONTINGENCY	28485-	.00	0	94028	.00	0	.00	65538	65538.00	0
39-01	EMS RESTRICTED	0	.00	0	0	.00	0	.00	0	.00	0
39-10	RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-11	SERIES 2010 GF BOND	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	17790-	.00	0	17786	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	46275-	.00	0	111814	.00	0	.00	65538	65538.00	0
40-00	TRAVEL & PER DIEM	4935	1055.13	21	57285	27927.70	49	.00	62305	34377.30	45
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	4935	1055.13	21	57285	27927.70	49	.00	62305	34377.30	45
41-00	COMMUNICATION	17528	11976.54	68	193996	140748.57	73	35034.33	211566	35783.10	83
41 **	COMMUNICATION	17528	11976.54	68	193996	140748.57	73	35034.33	211566	35783.10	83
42-00	POSTAGE & FREIGHT	36203	32722.97	90	396730	323430.09	82	88607.16	433038	21000.75	95
42 **	POSTAGE & FREIGHT	36203	32722.97	90	396730	323430.09	82	88607.16	433038	21000.75	95
43-00	ELECTRIC/WATER/SEWER	55464	52972.55	96	644638	528534.88	82	153455.05	700136	18146.07	97
43 **	ELECTRIC/WATER/SEWER	55464	52972.55	96	644638	528534.88	82	153455.05	700136	18146.07	97
44-00	RENTALS AND LEASES	12454	22497.96	181	141506	132759.90	94	640.53	154001	20600.57	87
44 **	RENTALS AND LEASES	12454	22497.96	181	141506	132759.90	94	640.53	154001	20600.57	87
45-00	INSURANCE	36789	.00	0	397493	413021.60	104	.00	434344	21322.40	95
45 **	INSURANCE	36789	.00	0	397493	413021.60	104	.00	434344	21322.40	95

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-00	REPAIRS & MAINTENANCE	95770	17242.10	18	1051269	832512.24	79	239383.90	1147086	75189.86	93
46-02	REPAIR/MAINT BUILDING	19451	46195.03	238	274005	230252.24	84	31497.51	293453	31703.25	89
46-03	REPAIR/MAINT-VEHICLES	19602	13500.38	69	213077	195768.07	92	10933.40-	232742	47907.33	79
46-05	HYDRANT FEES	16894	17459.28	103	185834	192052.08	103	.00	202734	10681.92	95
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	151717	94396.79	62	1724185	1450584.63	84	259948.01	1876015	165482.36	91
47-00	PRINTING & BINDING	12200	11552.25	95	133476	101040.52	76	29834.95	145740	14864.53	90
47 **	PRINTING & BINDING	12200	11552.25	95	133476	101040.52	76	29834.95	145740	14864.53	90
48-00	PROMOTIONAL ACTIVITIES	2537	2116.57	83	31399	20643.23	66	.00	33967	13323.77	61
48-11	BUSINESS ASSIST. PROGRAM	833	.00	0	9163	.00	0	.00	10000	10000.00	0
48-12	CHRISTMAS TREE EVENT 2009	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	3370	2116.57	63	40562	20643.23	51	.00	43967	23323.77	47
49-00	OTHER CHARGES & OBLIG.	39648	42449.14	107	326038	287995.18	88	26425.90	365748	51326.92	86
49-02	ADVERTISING	235	.00	0	1082	299.85	28	.00	1325	1025.15	23
49-05	BROWNFIELDS REDEV PROG	0	.00	0	0	.00	0	.00	0	.00	0
49-06	BROWNFIELD PROG CITY COST	1250	2400.00	192	13750	3315.48	24	.00	15000	11684.52	22
49-07	BAD DEBT EXPENSE	12499	3349.45-	27-	137489	50724.23-	37-	.00	150000	200724.23	34-
49-08	CASH OVER/SHORT	0	200.00-	0	0	200.00-	0	.00	0	200.00	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1666	10000.00	600	18326	20000.00	109	.00	20000	.00	100
49 **	OTHER CHARGES & OBLIG.	55298	51299.69	93	496685	260686.28	53	26425.90	552073	264960.82	52
51-00	OFFICE SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
51 **	OFFICE SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-00	OPERATING SUPPLIES	86377	17742.32	21	895472	749419.35	84	75889.73	981986	156676.92	84

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
52-02	UNIFORMS	2877	825.00	29	20147	19290.38	96	3111.12	23030	628.50	97
52-05	EMS 1st RESP-CONSUM SUPP	2596	1116.47	43	34220	27412.07	80	1570.69	36818	7835.24	79
52-07	JANITORIAL SUPPLIES	2513	3246.81	129	27643	23212.38	84	340.00	30186	6633.62	78
52-10	HEATING FUEL	266	.00	0	2560	2105.73	82	539.27	2825	180.00	94
52-11	JAG GRANT	2764	.00	0	22112	21000.00	95	4250.00	24879	371.00-	102
52-30	FUEL, OIL, & LUBRICANTS	21621	37271.51	172	237831	165354.30	70	.00	259511	94156.70	64
52-33	EMPLOYEE HEALTH CENTER	7600	6616.45	87	83600	64675.47	77	26524.53	91200	.00	100
52 **	OPERATING SUPPLIES	126614	66818.56	53	1323585	1072469.68	81	112225.34	1450435	265739.98	82
53-00	ROAD MATERIALS/SUPPLIES	11211	354.82	3	33672	19378.10	58	19636.30	44883	5868.60	87
53 **	ROAD MATERIALS/SUPPLIES	11211	354.82	3	33672	19378.10	58	19636.30	44883	5868.60	87
54-00	MEMBERSHIP/PUBLICATIONS	5504	.00	0	59956	53145.39	89	.00	65572	12426.61	81
54 **	MEMBERSHIP/PUBLICATIONS	5504	.00	0	59956	53145.39	89	.00	65572	12426.61	81
55-00	TRAINING	6167	345.09	6	96608	50955.77	53	7050.00	102885	44879.23	56
55-01	EDA PROGRAM	833	156.00	19	9163	1165.54	13	.00	10000	8834.46	12
55 **	TRAINING	7000	501.09	7	105771	52121.31	49	7050.00	112885	53713.69	52
56-15	IT-RELATED OPERATING EXP	1120	359.00	32	2240	4347.00	194	.00	3360	987.00-	129
56-16	EMS DATA COLLECTION-BEMO	6108	.00	0	30540	34880.00	114	.00	36650	1770.00	95
56 **	TECHNOLOGY SYSTEMS	7228	359.00	5	32780	39227.00	120	.00	40010	783.00	98
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58-98	EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
58-99	OTHER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	MONTH-TO-DATE BUDGET	MONTH-TO-DATE ACTUAL	MONTH-TO-DATE %EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	55506	.00	0	797419	621772.98	78	.00	852917	231144.02	73
63 **	INFRASTRUCTURE	55506	.00	0	797419	621772.98	78	.00	852917	231144.02	73
64-00	MACHINERY AND EQUIPMENT	83305	33254.25	40	674427	484168.81	72	195659.04	757778	77950.15	90
64-01	JAG GRANT	691-	.00	0	691	.00	0	.00	0	.00	0
64-15	IT HARDWARE	4211	.00	0	81743	57109.44	70	27401.10	86000	1489.46	98
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	86825	33254.25	38	756861	541278.25	72	223060.14	843778	79439.61	91
68-10	SFTWR & OTHER INTANGIBLES	1024	.00	0	16283	15000.00	92	.00	17320	2320.00	87
68 **	INTANGIBLE ASSETS	1024	.00	0	16283	15000.00	92	.00	17320	2320.00	87
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	83415	.00	0	917565	1000986.00	109	.00	1000986	.00	100
81 **	AIDS TO GOVT AGENCY	83415	.00	0	917565	1000986.00	109	.00	1000986	.00	100
82-01	ECON DEV INCENTIVE CONTR	500857	.00	0	1505142	2006000.00	133	.00	2006000	.00	100
82 **	AID PRIVATE ORGANIZATION	500857	.00	0	1505142	2006000.00	133	.00	2006000	.00	100
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	15115	.00	0	130550	50000.00	38	.00	145673	95673.00	34

FUND 001 GENERAL FUND ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE****** BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
83 **	OTHER GRANTS AND AIDS	15115	.00	0	130550	50000.00	38	.00	145673	95673.00	34
91-03	CDBG (103)	336076	.00	0	1008228	.00	0	.00	1344306	1344306.00	0
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-08	SEC 108 LOAN GUARANTEE	0	.00	0	0	.00	0	.00	0	.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	38811-	.00	0	38807	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	293750	.00	0	3231250	.00	0	.00	3525000	3525000.00	0
91-32	CP 302 RVRFRNT/LEEWNR PK	143270	.00	0	1575970	.00	0	.00	1719250	1719250.00	0
91-33	CP 303 FISKE BV CMPLT STR	125000	.00	0	1375000	.00	0	.00	1500000	1500000.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	859285	.00	0	7229255	.00	0	.00	8088556	8088556.00	0
FUND 001	TOTAL *********										
	GENERAL FUND	4476954	3142237.14	70	42862181	31740488.59	74	1377072.17	47341321	14223760.24	70
GRAND	TOTAL *********										
		4476954	3142237.14	70	42862181	31740488.59	74	1377072.17	47341321	14223760.24	70

FY 2019 Budget by Classification Report - Summary Listing

8/31/2019

Target for August 2019 is 92%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
IMPACT FEES	$ 2,075,989		$ 2,302,300	$ (226,311)	111%
CHARGES FOR SERVICES	$ 57,603,822		$ 57,032,318	$ 571,504	99%
MISCELLANEOUS	$ 225,039		$ 667,531	$ (442,492)	297%
OTHER SOURCES (NON-REVENUE)	$ 9,403,435		$ 1,176,014	$ 8,227,421	13%
REVENUE TOTALS	**$ 69,308,285**	-	**$ 61,178,163**	**$ 8,130,122**	**88%**
EXPENSE					
SALARIES AND BENEFITS	$ 15,195,948	$ -	$ 12,205,656	$ 2,990,292	80%
OPERATING EXPENDITURES	$ 25,201,190	$ 3,865,122	$ 18,510,736	$ 2,825,332	89%
CAPITAL OUTLAY	$ 9,348,133	$ 3,019,675	$ 3,041,558	$ 3,286,900	65%
GRANTS, AIDS AND OTHER	$ 19,563,014	$ -	$ 18,846,556	$ 716,458	96%
EXPENSE TOTALS	**$ 69,308,285**	**$ 6,884,797**	**$ 52,604,506**	**$ 9,818,982**	86%
REVENUE TOTALS	**$ 69,308,285**	**$ -**	**$ 61,178,163**	**$ 8,130,122**	**88%**
EXPENSE TOTALS	**$ 69,308,285**	**$ 6,884,797**	**$ 52,604,506**	**$ 9,818,982**	**86%**
	$ -	**$ (6,884,797)**	**$ 8,573,657**	**$ (1,688,860)**	

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
324	IMPACT FEES								
03 10	WATER - RESIDENTIAL	79,910	117,150.00	147	879,010	1,374,975.00	156	958,928	416,047.00-
03 11	WATER - COMMERCIAL	83,172	.00		914,892	762,750.00	83	998,067	235,317.00
03 20	SEWER - RESIDENTIAL	892	13,750.00	1542	9,812	140,200.00	1429	10,710	129,490.00-
03 21	SEWER - COMMERCIAL	9,023	1,250.00	14	99,253	24,375.00	25	108,284	83,909.00
03 *	IMPACT FEES	172,997	132,150.00	76	1,902,967	2,302,300.00	121	2,075,989	226,311.00-
324 **	IMPACT FEES	172,997	132,150.00	76	1,902,967	2,302,300.00	121	2,075,989	226,311.00-
320 ***	OTHER PERMITS & FEES	172,997	132,150.00	76	1,902,967	2,302,300.00	121	2,075,989	226,311.00-
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
50 01	FEMA DISASTER RELIEF	0	.00		0	78,063.19		0	78,063.19-
90 00	OTHER FEDERAL GRANT-BABS	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	78,063.19		0	78,063.19-
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	0	.00		0	13,010.53		0	13,010.53-
334 **	STATE GRANT	0	.00		0	13,010.53		0	13,010.53-
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
30 02	SJRWMD - BRACCO RESERVOIR	0	.00		0	.00		0	.00
30 08	SJRWMD - SUPP SUPPLY WELL	0	.00		0	.00		0	.00
30 *	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	91,073.72		0	91,073.72-
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
31 00	WATER SALES	4,061,080	4,552,394.63	112	44,671,880	47,783,601.51	107	48,732,963	949,361.49
33 00	WATER CONNECTION FEE	20,000	35,180.00	176	220,000	533,865.99	243	240,000	293,865.99-
33 02	WATER CONNECT - GRISSOM	0	.00		0	.00		0	.00
33 *	WATER CONNECTION FEE	20,000	35,180.00	176	220,000	533,865.99	243	240,000	293,865.99-
36 00	WATER HYDRANT FEES	226,051	283,588.74	126	2,486,561	3,033,051.96	122	2,712,623	320,428.96-
39 00	WATER OTHER INCOME	0	.00		0	.00		0	.00

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 02	FDOT EASEMENT PAYMENT	0	.00		0	.00		0	.00
39 06	HYDRANT RESID FLOW TEST	133	400.00	301	1,463	6,500.00	444	1,600	4,900.00-
39 07	BACKFLOW DEVICE TEST	12,083	16,408.46	136	132,913	175,665.01	132	145,000	30,665.01-
39 08	JUMPER METERS	58	50.00-	86	638	900.00	141	700	200.00-
39 09	PLAN REVIEW/CONST INSPECT	1,000	1,000.00	100	11,000	37,600.00	342	12,000	25,600.00-
39 10	BACKFLOW PRV/RLCT TEMP	41	255.42	623	451	659.62	146	500	159.62-
39 11	PORT ACCESS CHARGE	0	.00		0	.00		0	.00
39 12	CROSS CONNECTION CONTROL	0	.00		0	.00		0	.00
39 *	WATER OTHER INCOME	13,315	18,013.88	135	146,465	221,324.63	151	159,800	61,524.63-
51 00	SEWER SALES	449,347	511,190.94	114	4,942,817	5,098,530.72	103	5,392,166	293,635.28
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	449,347	511,190.94	114	4,942,817	5,098,530.72	103	5,392,166	293,635.28
53 02	SEWER CONNECT - FINANCED	0	.00		0	.00		0	.00
53 04	SEWER CONNECT- GRISSOM	0	.00		0	.00		0	.00
53 05	REUSE CONNECT - GRISSOM	0	.00		0	.00		0	.00
53 *	SEWER CONNECTION FEES	0	.00		0	.00		0	.00
59 01	GREASE TRAP PERMITS	516	610.01	118	5,676	7,819.11	138	6,200	1,619.11-
60 00	REUSE WATER SALES	29,422	29,630.33	101	323,642	331,875.30	103	353,070	21,194.70
60 01	REUSE WATER INSTALLATION	583	1,050.70	180	6,413	22,248.98	347	7,000	15,248.98-
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER SALES	30,005	30,681.03	102	330,055	354,124.28	107	360,070	5,945.72
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	4,800,314	5,431,659.23	113	52,803,454	57,032,318.20	108	57,603,822	571,503.80
340 ***	CHARGES FOR SERVICES	4,800,314	5,431,659.23	113	52,803,454	57,032,318.20	108	57,603,822	571,503.80
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	13,228	5,511.63	42	145,508	65,789.08	45	158,739	92,949.92
10 10	SBA	0	.00		0	.23		0	.23-
10 *	INTEREST	13,228	5,511.63	42	145,508	65,789.31	45	158,739	92,949.69
20 00	DIVIDENDS	0	.00		0	857.16		0	857.16-
38 00	NET INC/DEC FMV INVEST	0	.00		0	16,335,171.31- (Accounting)		0	16,335,171.31
40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	189.60-		0	189.60
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	54,618.17		0	54,618.17-
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	54,428.57		0	54,428.57-

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
361	**	INTEREST & OTHER EARNINGS	13,228	5,511.63	42	145,508	16,214,096.27-	1143	158,739	16,372,835.27
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	108	.00		1,188	1,300.00	109	1,300	.00
362	**	RENT AND ROYALTIES	108	.00		1,188	1,300.00	109	1,300	.00
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	1,250	27,674.15	2214	13,750	53,523.50	389	15,000	38,523.50-
10	00	GAIN/LOSS	0	.00		0	17,807.55		0	17,807.55-
364	**	DISPOSITION FIXED ASSETS	1,250	27,674.15	2214	13,750	71,331.05	519	15,000	56,331.05-
365		SALE SURPLUS MTRLS &SCRAP								
00	00	SALE SURPLUS MTRLS &SCRAP	833	.00		9,163	8,942.50	98	10,000	1,057.50
365	**	SALE SURPLUS MTRLS &SCRAP	833	.00		9,163	8,942.50	98	10,000	1,057.50
366		CONTRIBUTIONS & DONATIONS								
00	00	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
366	**	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	3,333	25,362.41	761	36,663	363,513.16	992	40,000	323,513.16-
90	06	SETTLEMENTS	0	.00		0	.00		0	.00
90	*	OTHER MISC REVENUES	3,333	25,362.41	761	36,663	363,513.16	992	40,000	323,513.16-
96	00	INSURANCE REFUND/PROCEEDS	0	.00		0	10,295.50		0	10,295.50-
369	**	OTHER MISC REVENUES	3,333	25,362.41	761	36,663	373,808.66	1020	40,000	333,808.66-
360	***	MISCELLANEOUS REVENUES	18,752	58,548.19	312	206,272	15,758,714.06-	7640	225,039	15,983,753.06
							+ 16,335,171.31			= 576,457.25
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
45	03	OFFSITE IMPROVEMENT TFER	0	.00		0	.00		0	.00
91	01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91	10	TRF FROM COCOA CRA (110)	0	.00		0	.00		0	.00
91	23	STORMWATER (423)	0	.00		0	.00		0	.00
91	25	RESTRICTED ASSETS (425)	0	.00		0	380,456.27		0	380,456.27-
91	26	WS CPTL PROJ 2018B (426)	318,988	.00		2,551,904	.00		2,870,896	2,870,896.00
91	30	CAP PROJECT FUND (301)	0	.00		0	.00		0	.00
91	*	TRANSFER FROM	318,988	.00		2,551,904	380,456.27	15	2,870,896	2,490,439.73

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
381 **	INTERFUND TRANSFER	318,988	.00		2,551,904	380,456.27	15	2,870,896	2,490,439.73
383	INSTLMT PURCH/CAP LEASE								
10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
30 00	LOAN PROCEEDS	0	.00		0	.00		0	.00
41 00	S MAINLAND CONTRIBUTIONS	0	.00		0	.00		0	.00
42 00	DER CIA GRANT MONEY	0	.00		0	.00		0	.00
81 00	CONTRIBUTION LIFT STATION	0	17,400.00		0	174,525.00		0	174,525.00-
82 00	CONTRIBUTION S MAINLAND	0	.00		0	154,673.46		0	154,673.46-
83 00	CONTRIBUTION VIERA	0	28,431.72		0	466,359.20		0	466,359.20-
83 01	THE VIERA COMPANY	0	.00		0	.00		0	.00
83 *	CONTRIBUTION VIERA	0	28,431.72		0	466,359.20		0	466,359.20-
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	451,056	.00		6,081,464	.00		6,532,539	6,532,539.00
99 51	SERIES 2010 PROCEEDS	0	.00		0	.00		0	.00
99 *	BALANCE FORWARD	451,056	.00		6,081,464	.00		6,532,539	6,532,539.00
389 **	NON OPERATING SOURCES	451,056	45,831.72	10	6,081,464	795,557.66	13	6,532,539	5,736,981.34
380 ***	OTHER SOURCES(NON-REV)	770,044	45,831.72	6	8,633,368	1,176,013.93 ✓	14	9,403,435 ✓	8,227,421.07
FUND TOTAL	WATER/SEWER ENTERPRISE	5,762,107	5,668,189.14	98	63,546,061	44,842,991.79	71	69,308,285 ✓	24,465,293.21

61,178,163

8,130,122

REPORT SELECTIONS

Fiscal year . . . . . : 2019
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	714235	720671.48	101	8000886	6917542.00	87	.00	8715163	1797621.00	79
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	6089	16895.86	278	14346	59714.67	416	.00	20426	39288.67-	292
12 **	REGULAR SALARIES & WAGES	720324	737567.34	102	8015232	6977256.67	87	.00	8735589	1758332.33	80
13-00	OTHER SALARIES & WAGES	46592	60414.68	130	509260	480108.73	94	.00	555883	75774.27	86
13 **	OTHER SALARIES & WAGES	46592	60414.68	130	509260	480108.73	94	.00	555883	75774.27	86
14-00	OVERTIME	63929	52260.14	82	474919	474084.27	100	.00	538884	64799.73	88
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	63929	52260.14	82	474919	474084.27	100	.00	538884	64799.73	88
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	2280	480.00	21	18029	19954.23	111	.00	20330	375.77	98
20 **	CLOTHING/SHOE ALLOWANCE	2280	480.00	21	18029	19954.23	111	.00	20330	375.77	98
21-00	FICA TAXES	60337	63253.14	105	663707	586381.10	88	.00	724098	137716.90	81
21 **	FICA TAXES	60337	63253.14	105	663707	586381.10	88	.00	724098	137716.90	81
22-00	RETIREMENT CONTRIBUTIONS	111416	78867.29	71	1031032	986037.67	96	.00	1142470	156432.33	86
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	111416	78867.29	71	1031032	986037.67	96	.00	1142470	156432.33	86
23-00	LIFE/HEALTH INSURANCE	215001	163584.16	76	2365011	1989162.11	84	.00	2580051	590888.89	77
23-02	LIFE/HEALTH RETIREES	19783	21880.90	111	217613	195959.37	90	.00	237406	41446.63	83
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	234784	185465.06	79	2582624	2185121.48	85	.00	2817457	632335.52	78

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
24-00	WORKER'S COMPENSATION	41496	36279.60	87	456456	372512.10	82	.00	497975	125462.90	75
24 **	WORKER'S COMPENSATION	41496	36279.60	87	456456	372512.10	82	.00	497975	125462.90	75
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	4576	3300.00	72	.00	5000	1700.00	66
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	4576	3300.00	72	.00	5000	1700.00	66
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	13477	11700.00	87	144785	120900.00	84	.00	158262	37362.00	76
27 **	BENEFIT OFFSET	13477	11700.00	87	144785	120900.00	84	.00	158262	37362.00	76
31-00	PROFESSIONAL SERVICES	42073	12100.00	29	441386	120295.84	27	83989.93	483483	279197.23	42
31-01	LEGAL EXPENSES	6666	333.00	5	73326	9823.50	13	15176.50	80000	55000.00	31
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	36589	30246.43	83	435436	370380.25	85	96231.25	472042	5430.50	99
31-33	EMPLOYEE HEALTH CENTER	10762	11180.70	104	118382	108457.56	92	20692.44	129150	.00	100
31 **	PROFESSIONAL SERVICES	96090	53860.13	56	1068530	608957.15	57	216090.12	1164675	339627.73	71
32-00	ACCOUNTING & AUDITING	3333	.00	0	36663	40000.00	109	.00	40000	.00	100
32 **	ACCOUNTING & AUDITING	3333	.00	0	36663	40000.00	109	.00	40000	.00	100
34-00	CONTRACT SERVICES	73415	10942.10	15	1134364	792678.39	70	111134.19	1207823	304010.42	75
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	475140	475141.00	100	5226540	5226551.00	100	.00	5701690	475139.00	92
34 **	CONTRACT SERVICES	548555	486083.10	89	6360904	6019229.39	95	111134.19	6909513	779149.42	89
39-00	CONTINGENCY	102340-	.00	0	359373	.00	0	.00	257054	257054.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	102340-	.00	0	359373	.00	0	.00	257054	257054.00	0
40-00	TRAVEL AND PER DIEM	2583	.00	0	28413	11219.77	40	.00	31041	19821.23	36

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	MONTH-TO-DATE BUDGET	MONTH-TO-DATE ACTUAL	%EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	2583	.00	0	28413	11219.77	40	.00	31041	19821.23	36
41-00	COMMUNICATION	9979	8719.06	87	109769	100979.16	92	15694.69	119773	3099.15	97
41 **	COMMUNICATION	9979	8719.06	87	109769	100979.16	92	15694.69	119773	3099.15	97
42-00	FREIGHT & POSTAGE SERVICE	4892	960.60	20	36722	27993.26	76	6891.00	41649	6764.74	84
42 **	FREIGHT & POSTAGE SERVICE	4892	960.60	20	36722	27993.26	76	6891.00	41649	6764.74	84
43-00	ELECTRIC/WATER/SEWER	193854	137367.33	71	2083684	1408153.56	68	833144.44	2277558	36260.00	98
43 **	ELECTRIC/WATER/SEWER	193854	137367.33	71	2083684	1408153.56	68	833144.44	2277558	36260.00	98
44-00	RENTAL AND LEASES	1783	400.00	22	30056	19203.90	64	400.00	31864	12260.10	62
44 **	RENTAL AND LEASES	1783	400.00	22	30056	19203.90	64	400.00	31864	12260.10	62
45-00	INSURANCE	37081	.00	0	394613	422537.77	107	.00	431726	9188.23	98
45 **	INSURANCE	37081	.00	0	394613	422537.77	107	.00	431726	9188.23	98
46-00	REPAIRS & MAINTENANCE	755126	470392.32	62	7080404	5818578.97	82	1531906.14	7835570	485084.89	94
46-02	REPAIR/MAINT BUILDING	13763	2656.52	19	345152	63539.76	18	14480.00	358930	280910.24	22
46-03	REPAIR/MAINT-VEHICLES	12247	12740.36	104	168302	180816.57	107	8191.89-	180592	7967.32	96
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	781136	485789.20	62	7593858	6062935.30	80	1538194.25	8375092	773962.45	91
47-00	PRINTING & BINDING	1948	.00	0	7984	2105.10	26	5758.23	9966	2102.67	79
47 **	PRINTING & BINDING	1948	.00	0	7984	2105.10	26	5758.23	9966	2102.67	79
48-00	PROMOTIONAL ACTIVITIES	323	323.87	100	16983	5060.49	30	.00	17314	12253.51	29
48 **	PROMOTIONAL ACTIVITIES	323	323.87	100	16983	5060.49	30	.00	17314	12253.51	29
49-00	OTHER CHARGES & OBLIG.	5171	11069.45	214	39183	43722.53	112	.00	44399	676.47	99
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	14583	3882.64-	27-	160413	56776.49-	35-	.00	175000	231776.49	32-
49-08	CASH OVER & UNDER	25	9.59	38	275	256.41	93	.00	300	43.59	86

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-09	DOCUMENT RECORDING CHGS	250	178.20	71	2750	454.70-	17-	.00	3000	3454.70	15-
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	20029	7374.60	37	202621	13252.25-	7-	.00	222699	235951.25	6-
51-00	OFFICE SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
51 **	OFFICE SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-00	OPERATING SUPPLIES	83033	32170.52	39	719530	672104.30	93	30193.75	802578	100279.95	88
52-07	JANITORIAL SUPPLIES	852	484.67	57	9372	5236.53	56	.00	10240	5003.47	51
52-09	CHEMICALS	318863	200951.27	63	3552493	2712191.37	76	1019292.48	3871360	139876.15	96
52-30	FUEL OIL & LUBRICANTS	33278	52244.33	157	306055	258253.13	84	23940.72	339370	57176.15	83
52-33	EMPLOYEE HEALTH CENTER	5466	4759.26	87	60126	46481.74	77	19118.26	65600	.00	100
52 **	OPERATING SUPPLIES	441492	290610.05	66	4647576	3694267.07	80	1092545.21	5089148	302335.72	94
53-00	ROAD MATERIALS/SUPPLIES	3492	.00	0	40972	13971.69	34	24230.96	44489	6286.35	86
53 **	ROAD MATERIALS/SUPPLIES	3492	.00	0	40972	13971.69	34	24230.96	44489	6286.35	86
54-00	MEMBERSHIP/PUBLICATIONS	2800	.00	0	33630	31830.51	95	.00	36460	4629.49	87
54 **	MEMBERSHIP/PUBLICATIONS	2800	.00	0	33630	31830.51	95	.00	36460	4629.49	87
55-00	TRAINING	5467-	299.00	6-	99093	55544.23	56	21039.00	93669	17085.77	82
55-01	EDA PROGRAM	625	.00	0	6875	.00	0	.00	7500	7500.00	0
55 **	TRAINING	4842-	299.00	6-	105968	55544.23	52	21039.00	101169	24585.77	76
56-15	IT-RELATED OPERATING EXP	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
62-00	BUILDINGS	5416	.00	0	59576	.00	0	.00	65000	65000.00	0
62 **	BUILDINGS	5416	.00	0	59576	.00	0	.00	65000	65000.00	0
63-00	INFRASTRUCTURE	675337	493961.51	73	7360161	2165247.48	29	2783579.14	8035525	3086698.38	62
63 **	INFRASTRUCTURE	675337	493961.51	73	7360161	2165247.48	29	2783579.14	8035525	3086698.38	62
64-00	MACHINERY & EQUIPMENT	113677	21912.48	19	885589	797058.80	90	139230.84	999304	63014.36	94
64-15	IT HARDWARE	419	.00	0	9550	.00	0	5678.00	10000	4322.00	57
64 **	MACHINERY & EQUIPMENT	114096	21912.48	19	895139	797058.80	89	144908.84	1009304	67336.36	93
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	1092	37038.20	3392	237211	79251.99	33	91186.63	238304	67865.38	72
68 **	INTANGIBLE ASSETS	1092	37038.20	3392	237211	79251.99	33	91186.63	238304	67865.38	72
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SERVICE COST	0	.00	0	0	494881.18	0	.00	0	494881.18-	0
73 **	OTHER DEBT SERVICE COST	0	.00	0	0	494881.18	0	.00	0	494881.18-	0
82-00	AID TO PRIVATE ORGANIZAT	83	.00	0	913	1000.00	110	.00	1000	.00	100
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	83	.00	0	913	1000.00	110	.00	1000	.00	100
91-01	TRANSFER TO GEN FUND 001	590999	590999.00	100	6500989	6500989.00	100	.00	7091990	591001.00	92
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	930092	1267406.77	136	10247824	10665249.49	104	.00	11177915	512665.51	95
91-26	WS CPTL PROJ 2018B 426	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJECT 427	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER ENTERPRISE ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1521091	1858405.77	122	16748813	17166238.49	103	.00	18269905	1103666.51	94
95-01	6% ILO FRANCHISE FEE	107675	107676.00	100	1184425	1184436.00	100	.00	1292109	107673.00	92
95 **	NONOPERATING	107675	107676.00	100	1184425	1184436.00	100	.00	1292109	107673.00	92
FUND 421	TOTAL *********										
	WATER/SEWER ENTERPRISE	5762029	5217068.15	91	63545177	52604506.29	83	6884796.70	69308285	9818982.01	86
GRAND	TOTAL *********										
		5762029	5217068.15	91	63545177	52604506.29	83	6884796.70	69308285	9818982.01	86

FY 2019 Budget by Classification Report - Summary Listing

8/31/2019

Target for August 2019 is 92%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 1,479,710		$ 1,541,386	$ (61,676)	104%
MISCELLANEOUS	$ 23,856		$ 23,513	$ 343	99%
OTHER SOURCES (NON-REVENUE)	$ 90,920		$ -	$ 90,920	0%
REVENUE TOTALS	**$ 1,594,486**	**$ -**	**$ 1,564,898**	**$ 29,588**	**98%**
EXPENSE					
SALARIES AND BENEFITS	$ 709,711	$ -	$ 546,597	$ 163,114	77%
OPERATING EXPENDITURES	$ 600,678	$ 135,779	$ 398,836	$ 66,063	89%
CAPITAL OUTLAY	$ 284,097	$ 203,703	$ 1,808	$ 78,586	72%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	
EXPENSE TOTALS	**$ 1,594,486**	**$ 339,482**	**$ 947,241**	**$ 307,763**	**81%**
REVENUE TOTALS	**$ 1,594,486**	**$ -**	**$ 1,564,898**	**$ 29,588**	**98%**
EXPENSE TOTALS	**$ 1,594,486**	**$ 339,482**	**$ 947,241**	**$ 307,763**	**81%**
	$ -	**$ (339,482)**	**$ 617,657**	**$ (278,175)**	

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
23 01	CHARGES FOR PUBLIC SVCS	0	.00		0	.00		0	.00
23 02	DELINQUENT TAX	0	.00		0	.00		0	.00
23 03	PENALTIES	0	.00		0	.00		0	.00
23 04	TAX CERTIFICATES	0	.00		0	.00		0	.00
23 *	STORMWATER	0	.00		0	.00		0	.00
325 **	SPECIAL ASSESSMENT	0	.00		0	.00		0	.00
320 ***	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
10 02	CHURCH STREET BAFFLE BOX	1,738	.00		19,118	20,856.00	109	20,856	.00
338 **	SHARED REVENUE LOCAL UNIT	1,738	.00		19,118	20,856.00	109	20,856	.00
330 ***	INTERGOVERNMENTAL REVENUE	1,738	.00		19,118	20,856.00	109	20,856 ✓	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 05	NSF CHECKS	0	.00		0	.00		0	.00
91 00	STORMWATER FEES	123,309	137,397.09	111	1,356,399	1,541,385.50	114	1,479,710	61,675.50-
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	123,309	137,397.09	111	1,356,399	1,541,385.50	114	1,479,710	61,675.50-
343 **	PHYSICAL ENVIRONMENT	123,309	137,397.09	111	1,356,399	1,541,385.50	114	1,479,710	61,675.50-
340 ***	CHARGES FOR SERVICES	123,309	137,397.09	111	1,356,399	1,541,385.50 ✓	114	1,479,710 ✓	61,675.50-
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	250	370.44	148	2,750	2,656.55	97	3,000 ✓	343.45

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 10	SBA	0	.00		0	.00		0	.00
10 *	INTEREST	250	370.44	148	2,750	2,656.55	97	3,000	343.45
20 00	DIVIDENDS	0	.00		0	7.09		0	7.09-
38 00	NET INC/DEC FMV INVEST	0	.00		0	193,463.82-		0	193,463.82
40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	3.36-		0	3.36
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	802.75		0	802.75-
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	799.39		0	799.39-
361 **	INTEREST & OTHER EARNINGS	250	370.44	148	2,750	190,000.79-	6909	3,000	193,000.79
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	0	.00		0	.00		0	.00
365 **	SALE SURPLUS MTRLS &SCRAP	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360 ***	MISCELLANEOUS REVENUES	250	370.44	148	2,750	190,000.79-	6909	3,000	193,000.79
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	38,811-	.00		38,807	.00		0	.00
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	38,811-	.00		38,807	.00		0	.00
381 **	INTERFUND TRANSFER	38,811-	.00		38,807	.00		0	.00
389	NON OPERATING SOURCES								
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	10,433	.00		80,492	.00		90,920	90,920.00
99 *	BALANCE FORWARD	10,433	.00		80,492	.00		90,920	90,920.00

Accounting

+193,463.82 = 3463.03

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
389		NON OPERATING SOURCES								
389	**	NON OPERATING SOURCES	10,433	.00		80,492	.00		90,920	90,920.00
380	***	OTHER SOURCES(NON-REV)	28,378-	.00		119,299	.00		90,920	90,920.00
FUND TOTAL STORMWATER UTILITY			96,919	137,767.53	142	1,497,566	1,372,240.71	92	1,594,486	222,245.29

1,364,898

29,588

REPORT SELECTIONS

Fiscal year . . . . . : 2019
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	32944	30280.38	92	364484	307837.94	85	.00	397434	89596.06	78
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	2421.23	0	0	2421.23	0	.00	0	2421.23-	0
12 **	REGULAR SALARIES & WAGES	32944	32701.61	99	364484	310259.17	85	.00	397434	87174.83	78
13-00	OTHER SALARIES & WAGES	3674	4192.76	114	40414	39411.90	98	.00	44089	4677.10	89
13 **	OTHER SALARIES & WAGES	3674	4192.76	114	40414	39411.90	98	.00	44089	4677.10	89
14-00	OVERTIME	626	1956.82	313	4786	6743.88	141	.00	5419	1324.88-	124
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	626	1956.82	313	4786	6743.88	141	.00	5419	1324.88-	124
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	45	120.00	267	495	360.00	73	.00	550	190.00	66
20 **	CLOTHING/SHOE ALLOWANCE	45	120.00	267	495	360.00	73	.00	550	190.00	66
21-00	FICA TAXES	2710	2928.38	108	29360	26617.50	91	.00	32076	5458.50	83
21 **	FICA TAXES	2710	2928.38	108	29360	26617.50	91	.00	32076	5458.50	83
22-00	RETIREMENT CONTRIBUTIONS	3483	3623.12	104	38313	33526.93	88	.00	41798	8271.07	80
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	3483	3623.12	104	38313	33526.93	88	.00	41798	8271.07	80
23-00	LIFE/HEALTH INSURANCE	10071	6952.90	69	110781	82936.50	75	.00	120858	37921.50	69
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	10071	6952.90	69	110781	82936.50	75	.00	120858	37921.50	69
24-00	WORKER'S COMPENSATION	4833	3785.03	78	53163	40140.87	76	.00	58003	17862.13	69

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
24 **	WORKER'S COMPENSATION	4833	3785.03	78	53163	40140.87	76	.00	58003	17862.13	69
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	941	670.00	71	8545	6600.00	77	.00	9484	2884.00	70
27 **	BENEFIT OFFSET	941	670.00	71	8545	6600.00	77	.00	9484	2884.00	70
31-00	PROFESSIONAL SERVICES	38987	.00	0	258847	183183.00	71	112845.00	297841	1813.00	99
31-01	LEGAL EXPENSES	41	.00	0	451	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	525	545.38	104	5775	5290.57	92	1009.43	6300	.00	100
31 **	PROFESSIONAL SERVICES	39553	545.38	1	265073	188473.57	71	113854.43	304641	2313.00	99
34-00	CONTRACT SERVICES	4767	.00	0	14934	6906.17	46	12476.62	19700	317.21	98
34-10	COST OF GENERAL FUND SVCS	7861	7862.00	100	86471	86482.00	100	.00	94343	7861.00	92
34 **	CONTRACT SERVICES	12628	7862.00	62	101405	93388.17	92	12476.62	114043	8178.21	93
39-00	CONTINGENCY	180	.00	0	4230	.00	0	.00	4415	4415.00	0
39 **	CONTINGENCY	180	.00	0	4230	.00	0	.00	4415	4415.00	0
40-00	TRAVEL & PER DIEM	400	.00	0	4400	2261.83	51	.00	4800	2538.17	47
40 **	TRAVEL & PER DIEM	400	.00	0	4400	2261.83	51	.00	4800	2538.17	47
41-00	COMMUNICATION	102	104.81	103	1122	929.50	83	294.50	1224	.00	100
41 **	COMMUNICATION	102	104.81	103	1122	929.50	83	294.50	1224	.00	100
42-00	POSTAGE & FREIGHT	62	.00	0	682	303.80	45	175.00	750	271.20	64
42 **	POSTAGE & FREIGHT	62	.00	0	682	303.80	45	175.00	750	271.20	64
43-00	ELECTRIC/WATER/SEWER	2492	834.47	34	17956	9991.33	56	8507.36	20456	1957.31	90
43 **	ELECTRIC/WATER/SEWER	2492	834.47	34	17956	9991.33	56	8507.36	20456	1957.31	90
44-00	RENTALS AND LEASES	416	.00	0	4576	.00	0	.00	5000	5000.00	0
44 **	RENTALS AND LEASES	416	.00	0	4576	.00	0	.00	5000	5000.00	0
45-00	INSURANCE	1312	.00	0	7232	8490.63	117	.00	8554	63.37	99

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
45 **	INSURANCE	1312	.00	0	7232	8490.63	117	.00	8554	63.37	99
46-00	REPAIRS & MAINTENANCE	3049	3012.84	99	33995	21205.35	62	382.16	37044	15456.49	58
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	3025	2060.56	68	32847	36933.88	112	2060.56-	35873	999.68	97
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	6074	5073.40	84	66842	58139.23	87	1678.40-	72917	16456.17	77
47-00	PRINTING & BINDING	83	.00	0	913	571.21	63	.00	1000	428.79	57
47 **	PRINTING & BINDING	83	.00	0	913	571.21	63	.00	1000	428.79	57
49-00	OTHER CHARGES & OBLIG.	208	.00	0	2288	616.67	27	300.00	2500	1583.33	37
49-07	BAD DEBT EXPENSE	833	162.33-	20-	9163	2280.51-	25-	.00	10000	12280.51	23-
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	1041	162.33-	16-	11451	1663.84-	15-	300.00	12500	13863.84	11-
51-00	OFFICE SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
51 **	OFFICE SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-00	OPERATING SUPPLIES	2678	777.44	29	15958	15058.04	94	908.16	18644	2677.80	86
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	1911	3674.90	192	21021	18269.70	87	.00	22934	4664.30	80
52-33	EMPLOYEE HEALTH CENTER	266	232.19	87	2926	2258.30	77	941.70	3200	.00	100
52 **	OPERATING SUPPLIES	4855	4684.53	97	39905	35586.04	89	1849.86	44778	7342.10	84
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	91	.00	0	1001	650.00	65	.00	1100	450.00	59
54 **	MEMBERSHIP/PUBLICATIONS	91	.00	0	1001	650.00	65	.00	1100	450.00	59
55-00	TRAINING	375	.00	0	4125	1715.01	42	.00	4500	2784.99	38
55 **	TRAINING	375	.00	0	4125	1715.01	42	.00	4500	2784.99	38

FUND 423 STORMWATER UTILITY ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
56-15	IT-RELATED OPERATING EXP	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	32084-	.00	0	316174	1808.00	1	203702.94	284097	78586.06	72
63 **	INFRASTRUCTURE	32084-	.00	0	316174	1808.00	1	203702.94	284097	78586.06	72
64-00	MACHINERY & EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
69-99	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TRANSFER TO GEN FUND 001	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 423	TOTAL ********* STORMWATER UTILITY	96907	75872.88	78	1497428	947241.23	63	339482.31	1594486	307762.46	81
GRAND	TOTAL *********	96907	75872.88	78	1497428	947241.23	63	339482.31	1594486	307762.46	81

FY 2019 Budget by Classification Report - Summary Listing

8/31/2019

Target for August 2019 is 92%

FUND 426 - WATER/SEWER CAPITAL PROJECTS 2018B

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
MISCELLANEOUS (INTEREST)	$ -	$ -	$ 234,946	$ (234,946)	100%
OTHER SOURCES (NON-REVENUE)	$ 26,717,181		$ 41,472,377	$ (14,755,196)	155%
REVENUE TOTALS	**$ 26,717,181**	**-**	**$ 41,707,323**	**$ (14,990,142)**	**156%**
EXPENSE					
CAPITAL OUTLAY	$ 26,717,181	$ 1,730,568	$ 1,727,116	$ 23,259,497	13%
EXPENSE TOTALS	**$ 26,717,181**	**$ 1,730,568**	**$ 1,727,116**	**$ 23,259,497**	**13%**
REVENUE TOTALS	**$ 26,717,181**	**$ -**	**$ 41,707,323**	**$ (14,990,142)**	**156%**
EXPENSE TOTALS	**$ 26,717,181**	**$ 1,730,568**	**$ 1,727,116**	**$ 23,259,497**	**13%**
	$ -	$ (1,730,568)	$ 39,980,207	$ (38,249,639)	

CITY OF COCOA, FLORIDA

FUND 426 WS CPTL PROJ 2018B

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	30,561.56		0	234,946.29		0	234,946.29-
38 00	NET INC/DEC FMV INVEST	0	.00		0	.00		0	.00
40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	0	30,561.56		0	234,946.29		0	234,946.29-
360 ***	MISCELLANEOUS REVENUES	0	30,561.56		0	234,946.29		0	234,946.29-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	41,472,377.00		0	41,472,377.00-
91 *	TRANSFER FROM	0	.00		0	41,472,377.00		0	41,472,377.00-
381 **	INTERFUND TRANSFER	0	.00		0	41,472,377.00		0	41,472,377.00-
384	DEBT PROCEEDS								
00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	2,390,175	.00		24,327,015	.00		26,717,181	26,717,181.00
99 *	BALANCE FORWARD	2,390,175	.00		24,327,015	.00		26,717,181	26,717,181.00
389 **	NON OPERATING SOURCES	2,390,175	.00		24,327,015	.00		26,717,181	26,717,181.00
380 ***	OTHER SOURCES(NON-REV)	2,390,175	.00		24,327,015	41,472,377.00	171	26,717,181	14,755,196.00-
FUND TOTAL	WS CPTL PROJ 2018B	2,390,175	30,561.56	1	24,327,015	41,707,323.29	171	26,717,181	14,990,142.29-

REPORT SELECTIONS

Fiscal year . . . . . : 2019
Fund . . . . . : 426
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 426 WS CPTL PROJ 2018B ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
56-15	IT-RELATED OPERATING EXP	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	2071186	107304.00	5	21775103	1727116.13	8	1730568.10	23846285	20388600.77	15
63 **	INFRASTRUCTURE	2071186	107304.00	5	21775103	1727116.13	8	1730568.10	23846285	20388600.77	15
64-00	MACHINERY & EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	318988	.00	0	2551904	.00	0	.00	2870896	2870896.00	0
91 **	INTERFUND TRANSFER	318988	.00	0	2551904	.00	0	.00	2870896	2870896.00	0
FUND 426	TOTAL *********										
	WS CPTL PROJ 2018B	2390174	107304.00	5	24327007	1727116.13	7	1730568.10	26717181	23259496.77	13
GRAND	TOTAL *********										
		2390174	107304.00	5	24327007	1727116.13	7	1730568.10	26717181	23259496.77	13