City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, September 27, 2016

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 16-432 Approve the Agenda for the Regular meeting of September 27, 2016, as presented or with amendments.

Attachments: 09-27-16.pdf

MINUTES:

II.2(a) 16-433 Approve the Minutes for the Regular meeting of August 23, 2016, as written or with amendments.

Attachments: 08-23-16 Minutes.pdf

EXHIBIT A-SISTER CITY PRESENTATION 8-23-16.pdf

II.2(b) 16-434 Approve the minutes of the Special meeting of September 6, 2016, as written or with amendments.

Attachments: 09-06-16S Minutes.pdf

Exhibit A-FY2017 Budget 1st Public Hearing (20160906) JAT Revised.pdf

III. AWARDS AND PRESENTATIONS:

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 16-379 Approve the extension of our Worker's Compensation Third Party Claims Administration Contract with USIS, Inc., for the period of October 1, 2016 to September 30, 2017, pending approval of the FY2017 budget. (Administrative Services Director)

Attachments: USIS Original Contract.pdf

City of Cocoa Contract Extension 9.doc

V.2 16-399 Approve expenditures for electric services budgeted in FY 2017 and authorize the City Manager to approve the monthly bills. (Finance Director)

Attachments: Electric Services FY 2017

V.3 16-405 To Approve Proposal by Connect Consulting, Inc. (CCI), High Springs, Florida, for Hydrogeological Services for Wellfield Evaluation and Rehabilitation Services, Project No. WS1106, utilizing the City of Palm Coast RFQ-PW-U-15-12, Services Contract for Professional Hydrogeological Services. (Utilities Director)

Attachments: CCI FY2017 Well Rehab Proposal

Hydrogeological Services Contract-Palm Coast-2015 Executed Copy2

Authorization to use Palm Coast Contract

V.4 16-406 To Approve Task Order 2017-76 with CH2M Hill Engineers, Inc. for SCADA Support for Routine Maintenance and On-call Services of the Wonderware Archestra SCADA System. (Utilities Director)

Attachments: TO-UT-CH2M Hill 2017-76 - $175,000

T.O. 2017-76 - Proposal

V.5 16-409 To Approve Continuation of Work of Contract B-14-07-COC, with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services; To Approve Modifications to Contract Number B-14-07-COC with Ace Flow Control, Longwood, Florida; Pending Approval of the FY 2017 Budget. (Utilities Director)

Attachments: B-14-07-COC Document.pdf

B-14-07-COC Executed Agreement.pdf

B-14-07-COC Contract Modifications.doc

V.6 16-410 To Approve Participation in a Cooperative Purchase Agreement with Hydromax USA for Hydrant and Valve Assessments Utilizing Seminole County Contract No. IFB-602347-15/GCM. (Utilities Director)

Attachments: Hydromax FY17 Short Term Demand Leveling Support Services Proposal 8_5

Seminole County Bid IFB-602347-15_pk.pdf

Seminole County Contract IFB-602347-15 (Hydromax).pdf

V.7 16-411 To Approve Task Order 2017-78 with CH2M Hill Engineers, Inc. for Project Management Assistance, Data/Invoice Review, and Strategic Planning in Support of the Cross Connection Control Program, Project No. WS13BC. (Utilities Director)

Attachments: TO-UT-CH2M 2017-78 (9-2-16) $160291.pdf
FY17 CCC Program Assistance TO 2017-78.pdf

V.8 16-412 To Approve Task Order 2017-77 with CH2M Hill Engineers, Inc. for Additional Project Management Assistance to the Water Field Operations Division. (Utilities Director)

Attachments: TO-UT-CH2M 2017-77 (9-2-16) $274311.pdf
FY17 WFO Assistance Task Order 2017-77.pdf

V.9 16-421 To Approve Task Order 2017-79 with CH2M Hill Engineers, Inc. for FY2017 Program Management Services for Cocoa Utilities Operating Revenue Funded Projects effective October 1, 2016 through September 30, 2017; and To Authorized the City Manager to Execute the Task Order. (Utilities Director)

Attachments: T.O. 2017-79 - FY2017 Prog Mgmt Svcs
Task Order 2017-79 Proposal
T.O. 2017-79 - Labor Hours Breakdown

V.10 16-429 To Authorize the City Manager to Approve Change Order #1 to PO 28897 / 67185 to Garganese, Weiss & D'Agresta in the amount of $11,000 for Special Legal Counsel for Water Supply / Taylor Creek Mediation, Project WS0919. (Utilities Director)

V.11 16-431 Approve a request to vacate that portion of the Stone Street right-of-way located between US 1 and the F.E.C. railroad. (Community Services Director)

Attachments: Resolution No. 2016-103 Vacating a Portion of Stone Street (Second).pdf
Exhibit A Stone St legal.pdf
Resolution No. 2016-91 (notice of termination).pdf
OrderConf-Stone St.pdf

VI. PUBLIC HEARINGS:

VI.1 16-417 Ordinance No. 15-2016/2nd & Final Reading: Modifying the cost certification and lien recordation procedures related to the abatement of unsafe or dangerous buildings and abatement of nuisances under the City's Property Maintenance Code; and providing for related minor typographical and grammar changes regarding the affected city code sections. (Community Services Director)

Attachments: Ordinance No. 15-2016

VI.2 16-418 Ordinance No.16-2016/2nd & Final Reading: Amending Chapter 12, Local Business Taxes, to prohibit real property owners within the jurisdictional limits of the City from allowing other persons to operate, upon the owner's real property, a business, occupation or profession without obtaining a Local Business Tax Receipt from the City when a Local Business Tax Receipt is required by law. (Community Services Director)

Attachments: Ordinance No. 16-2016

VII. COUNCIL BUSINESS:

VII.1 16-390 Consider the applications for appointment of Mr. Troy Stephan and Ms. Crystal McQueen to fulfill a vacancy on the Planning and Zoning Board through November, 2017. (Admininistrative Services Director)

Attachments: 04_05_16 Stephan Application.pdf
04_18_16 Non-Qualified letter.pdf
McQueen, Crystal 001.pdf
McQueen Consideration letter 001.pdf
Stephan Consideration letter 001.pdf
Planning & Zoning Roster.pdf

VII.2 16-426 Approve a change in the date for the 2016 Cocoa Village Fall Festival from Sunday, October 30 to Saturday, October 29. The hours for the Festival will be from 3 pm to 7 pm. (Community Services Director)

Attachments: Multi_Year_Current_Road_Closures
CocoaVillageFallFestival_85x11Portrait

VII.3 16-435 Reconsider a previously approved Code Enforcement Lien Reduction in the amount of $1,000 for the property located at 229 Smith Lane, CE 16-177, owner Wanda D. Betourd, for purposes of extending the payment deadline until October 28, 2016. (Community Services Director)

VIII. CITY BUSINESS:

VIII.1 16-414 Approve the revised three-year contract between the City of Cocoa and the Central Florida Police Benevolent Association (PBA) for the contract term of October 1, 2015 through September 30, 2018 due to the reopener of Article 20 Education Assistance. (Administrative Services Director)

Attachments: PBA Contract 2015-2018 REVISED Effective Date 09272016.pdf

VIII.2 16-416 Ordinance No. 17-2016/1st Reading: Amending Section 2-4 of the City Code regarding purchasing and contract procedures modifying the formal bid threshold from twenty-five thousand dollars ($25,000) to thirty-five thousand dollars ($35,000), and ratifying all prior City purchases that required a formal sealed bid pursuant to Section 2-4 of the City Code. (Finance Director)

Attachments: Ordinance No. 17-2016

VIII.3 16-419 Approve the Memorandum of Understanding between the City of Cocoa and Brevard County in the amount of $303,919; approve the Agreement between the City of Cocoa and Community Housing Initiatives, Inc. in the amount of $520,000; and allow the City Manager to execute all associated closing documents in order to complete the transfer and construction of the four (4) homes within the Regina Myra Subdivision. (Community Services Director)

Attachments: Request for Funds Brevard County.pdf
MOU - Cocoa Brevard County2016.doc
CHDO Agreement.doc

VIII.4 16-425 Provide Conceptual Approval of a Cost Share Agreement with 520 & Fiske, LLC for construction of a Stormwater Treatment Facility in the Diamond Square Redevelopment Area; Authorize the City Attorney to finalize negotiations; and Authorize the City Manager to execute the final version of the agreement. (Public Works Director)

Attachments: Council_approved_item_VIII.5.pdf

VIII.5 16-436 Council approval to increase contingency amounts to Satellite Fire Station 1 (Brunson Blvd. Station) Project CP15F2 by an additional $10,000 above the 5% original contingency allocated to account for Value Engineering Costs; approve change order #1 in the amount of $9992 that exceeds the 5% approved contingency; approve a resolution to modify the FY2016 Budget. (Public Works Director)

Attachments: 16-44 Fire Stations.pdf
Change Order Resolution No. 2016-104
Change Order Request Form - CP16F2.pdf
Resolution No. 2016-105 Amending FY16 Budget.docx
BAF-PW-CP16F2 (9-27-16) Agenda 16-436~.pdf

MULTI-YEAR CONTRACTS:

VIII.6 16-401 Approve renewal of a multi-year contract with United Healthcare for Medicare Advantage Plan for eligible retirees 65 and over from January 1, 2017 to December 31, 2017 and payments to eligible retirees for Medicare Part B reimbursement. (Administrative Services Director)

Attachments: 090716 - City of Cocoa Medicare Retiree UHC Renewal Evaluation.pdf
2016 Part B Medicare Premiums.pdf
Proposed FY17 Retiree Budget.pdf
2009-150(Amending resolution 2008-133 to include a 100 health ins. premium

CITY COUNCIL APPOINTMENT:

VIII.7 16-438 Consider the appointment of a Qualified Candidate to fill the vacancy and unexpired term of City Council District 4 Seat through November, 2018. (City Manager)

Attachments: Blanco Application, Forms & Personal Info.pdf
Koss Application, Forms, & Personal Info.pdf
Lewis Application, Forms, and Personal Info.pdf
Notices 001.pdf
Item V.3 (8-23-16).pdf
Item VII.11 (9-13-2016).pdf

IX. INFORMATIONAL AGENDA:

IX.1 16-403 Council request to review the cumulative purchase approvals over $25,000 and under $50,000 for period 10/01/2015 to 08/31/2016. (Finance Director)

Attachments: PO Monthly Report to City Council 10.01.15 thru 08.31.16.pdf

IX.2 16-408 Review of City of Cocoa and LIUNA Memorandum of Understanding regarding wages.

Attachments: Final MOU Signed.pdf
LIUNA Contract 10-1-15 to 9-30-18.pdf

IX.3 16-422 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: Budget by Classification Report August 2016.pdf

IX.4 16-423 FY 2016 Budget Adjustment Report. (Finance Director)

Attachments: August 2016 EXPENSE Budget Tracking Worksheet.pdf
August 2016 REVENUE Budget Tracking Worksheet.pdf

IX.5 16-424 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)

Attachments: Change Orders-CM Authorized to Execute.pdf

IX.6 16-427 Review The Employee Health Center usage report provided by CareATC. (Administrative Services Director)

Attachments: Cocoa August 2016 Dashboard

IX.7 16-430 New local business tax receipts. (Community Services Director)

Attachments: 9-27-16 New local business tax receipts.pdf

IX.8 16-437 Code Enforcement Cases for September 2016. (Community Services Director)

Attachments: Code Enforcement Cases For Sep. 14 2016 (2).pdf

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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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 #:	16-432	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	9/15/2016			**In control:**	City Council
On agenda:	9/27/2016			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of September 27, 2016, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	09-27-16.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 15, 2016
Agenda Date: September 28, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of September 27, 2016, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of September 27, 2016, as presented or with amendments.

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AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: September 27, 2016	**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 September 27, 2016 (16-432)
2. Minutes: (a) Regular Meeting of August 23, 2016 (16-433)
   (b) Special Meeting of September 6, 2016 (16-434)

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

1. Approve the extension of our Worker's Compensation Third Party Claims Administration Contract with USIS, Inc., for the period of October 1, 2016 to September 30, 2017, pending approval of the FY2017 budget. (16-379). (Administrative Services Director)

2. Approve expenditures for electric services budgeted in FY 2017 and authorize the City Manager to approve the monthly bills. (16-399). (Finance Director)

3. Approve a Proposal by Connect Consulting, Inc. (CCI), High Springs, Florida, for Hydrogeological Services for Wellfield Evaluation and Rehabilitation Services, Project No. WS1106, utilizing the City of Palm Coast RFQ-PW-U-15-12, Services Contract for Professional Hydrogeological Services. (16-405). (Utilities Director)

4. Approve Task Order 2017-76 with CH2M Hill Engineers, Inc. for SCADA Support for Routine Maintenance and On-call Services of the Wonderware Archestra SCADA System. (16-406). (Utilities Director)

5. Approve Continuation of Work of Contract B-14-07-COC, with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services; To Approve Modifications to Contract Number B-14-07-COC with Ace Flow Control, Longwood, Florida; Pending Approval of the FY 2017 Budget. (16-409). (Utilities Director)

6. Approve Participation in a Cooperative Purchase Agreement with Hydromax USA for Hydrant and Valve Assessments Utilizing Seminole County Contract No. IFB-602347-15/GCM. (16-410). (Utilities Director)

7. Approve Task Order 2017-78 with CH2M Hill Engineers, Inc. for Project Management Assistance, Data/Invoice Review, and Strategic Planning in Support of the Cross Connection Control Program, Project No. WS13BC. (16-411). (Utilities Director)

8. Approve Task Order 2017-77 with CH2M Hill Engineers, Inc. for Additional Project Management Assistance to the Water Field Operations Division. (16-412). (Utilities Director)

9. Approve Task Order 2017-79 with CH2M Hill Engineers, Inc. for FY2017 Program Management Services for Cocoa Utilities Operating Revenue Funded Projects effective October 1, 2016 through September 30, 2017; and To Authorized the City Manager to Execute the Task Order. (16-421). (Utilities Director)

10. Authorize the City Manager to Approve Change Order #1 to PO 28897 / 67185 to Garganese, Weiss & D'Agresta in the amount of $11,000 for Special Legal

Counsel for Water Supply / Taylor Creek Mediation, Project WS0919. (16-429). (Utilities Director)

11. Approve a request to vacate that portion of the Stone Street right-of-way located between US 1 and the F.E.C. railroad. (16-431). (Community Services Director)

VI. PUBLIC HEARINGS:

1. Ordinance No. 15-2016/2nd & Final Reading: Modifying the cost certification and lien recordation procedures related to the abatement of unsafe or dangerous buildings and abatement of nuisances under the City's Property Maintenance Code; and providing for related minor typographical and grammar changes regarding the affected city code sections. (16-417). (Community Services Director)

2. Ordinance No. 16-2016/2nd & Final Reading: Amending Chapter 12, Local Business Taxes, to prohibit real property owners within the jurisdictional limits of the City from allowing other persons to operate, upon the owner's real property, a business, occupation or profession without obtaining a Local Business Tax Receipt from the City when a Local Business Tax Receipt is required by law. (16-418). (Community Services Director)

VII. COUNCIL BUSINESS:

1. Consider the applications for appointment of Mr. Troy Stephan and Ms. Crystal McQueen to fulfill a vacancy on the Planning and Zoning Board through November, 2017. (16-390). (Administrative Services Director)

2. Approve a change in the date for the 2016 Cocoa Village Fall Festival from Sunday, October 30 to Saturday, October 29. The hours for the Festival will be from 3 pm to 7 pm. (16-426). (Community Services Director)

3. Reconsider a Code Enforcement Lien Reduction with conditions in the amount of $1,000 for the property located at 229 Smith Lane, CE 16-177, owner Wanda D. Betourd, for the purposes of extending the payment deadline until October 28, 2016. (16-435). (Community Services Director)

VIII. CITY BUSINESS:

1. Approve the revised three-year contract between the City of Cocoa and the Central Florida Police Benevolent Association (PBA) for the contract term of October 1, 2015 through September 30, 2018 due to the reopener of Article 20 Education Assistance. (16-414). (Administrative Services)

2. Ordinance No. 17-2016/ 1st reading: Amending Section 2-4 of the City Code regarding purchasing and contract procedures modifying the formal bid threshold from twenty-five thousand dollars ($25,000) to thirty-five thousand dollars ($35,000), and ratifying all prior City purchases that required a formal sealed bid pursuant to Section 2-4 of the City Code. (16-416). (Finance Director)

3. Approve the Memorandum of Understanding between the City of Cocoa and Brevard County in the amount of $303,919; approve the Agreement between the City of Cocoa and Community Housing Initiatives, Inc. in the amount of $520,000; and allow the City Manager to execute all associated closing documents in order to complete the transfer and construction of the four (4) homes within the Regina Myra Subdivision. (16-419). (Community Services Director)

4. Provide Conceptual approval of a Cost Share Agreement with 520 & Fiske, LLC for construction of a Stormwater Treatment Facility in the Diamond Square Redevelopment Area; Authorize the City Attorney to finalize negotiations; and Authorize the City Manager to execute the final version of the agreement. (16-425). (Public Works Director)

5. Council approval to increase contingency amounts to Satellite Fire Station 1 (Brunson Blvd. Station) Project CP15F2 by an additional $10,000 above the 5% original contingency allocated to account for Value Engineering Costs; approve change order #1 in the amount of $9992 that exceeds the 5% approved contingency; approve a resolution to modify the FY2016 Budget. (16-436). (Public Works Director)

MULTI-YEAR CONTRACTS:

6. Approve renewal of a multi-year contract with United Healthcare for Medicare Advantage Plan for eligible retirees 65 and over from January 1, 2017 to December 31, 2017 and payments to eligible retirees for Medicare Part B reimbursement. (16-401). (Administrative Services Director)

CITY COUNCIL APPOINTMENT:

7. Consider the appointment of a Qualified Candidate to fill the vacancy the unexpired term of City Council District 4 Seat through November, 2018. (16-438). (City Manager)

IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $25,000 and under $50,000 for the period of 10/01/2015 to 08/31/2016. (16-403). (Finance Director)

2. Review of City of Cocoa and LIUNA Memorandum of Understanding regarding wages. (16-408). (Administrative Services Director)

3. Relation between the estimated and actual income and expenses to date. (16-422). (Finance Director)

4. FY 2016 Budget Adjustment Report. (16-423). (Finance Director)

5. 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. (16-424). (Finance Director)

6. Review of the Employee Health Center usage report provided by CareATC. (16-427). (Administrative Services Director)

7. New local business tax receipts. (16-430). (Community Services Director)

8. Code Enforcement Cases for September 2016. (16-437). (Community Services Director)

X. REPORTS:

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

IX. 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.

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Legislation Details (With Text)

File #:	16-433	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	9/15/2016			**In control:**	City Council
On agenda:	9/27/2016			**Final action:**	
Title:	Approve the Minutes for the Regular meeting of August 23, 2016, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	08-23-16 Minutes.pdf EXHIBIT A-SISTER CITY PRESENTATION 8-23-16.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 15, 2016
Agenda Date: September 27, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Regular meeting of August 23, 2016, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes for the Regular meeting of August 23, 2016, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

August 23, 2016

A Regular meeting of the Cocoa City Council was held on Tuesday, August 30, 2016, in City Council Chambers, located in Cocoa City Hall, 65 Stone Street, Cocoa, Florida as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the meeting to order at 6:01 p.m.

Councilman Blake provided the invocation and asked for a moment of silence, remembering Councilman Furbish. He then led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Henry U. Parrish III	Mayor
	Don Boisvert	Deputy Mayor
	Michael C. Blake	Councilman
	Brenda Warner	Councilwoman
	Anthony Garganese	City Attorney
	John Titkanich	City Manager
	Matt Fuhrer	Assistant City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Steve Belden, Community Services Director; Gene Prince, Fire Chief; Eric Austin, Acting Chief of Police; Teri Butler, Finance Director; Ed Wegerif, Public Works Director; Matt Rush, Police Officer; Alan Worthy, Corporal; Mike Dellatorre, Sergeant; Katie Ennis, Deputy Utilities Director; Samantha Senger, Public Relations Specialist; Mark Rush, Police Officer; Lora Howell, Deputy Finance Director; Jonathan Lamm, Deputy Fire Chief; Yvonne Martinez, Public Information Officer (PD); and Randolph Bevard, Desktop Support Specialist.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of August 23, 2016 (16-344)
2. Minutes: (a)Fiscal Sustainability Workshop of June 29, 2016 (16-345)
   (b)Regular Meeting of July 12, 2016 (16-346)
   (c)Regular Meeting of July 26, 2016 (16-347)

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve the agenda as presented for the Regular meeting of August 23, 2016, and the minutes as written for the Fiscal Sustainability Workshop on June 29, 2016, the Regular meeting of July 12, 2016, and the Regular meeting of July 26, 2016.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

Mayor Parrish asked Sergeant Dellatorre, Corporal Worthy, and Officer Rush to come forward and speak about the incident that happened over the weekend. Sergeant Dellatorre explained the incident, noting that the officers went above and beyond the call of duty when it came to finding and saving the toddler trapped under a boat. Sergeant Dellatorre advised that they were all in the right places at the right time and thanked his wife, who is a trauma nurse and was able to help, along with other assisting agencies.

Councilman Blake asked that the family that was saved be brought in to the next meeting.

Mayor Parrish thanked all of the first responders and thought the whole incident was unbelievable, pointing out that the officers were on Good Morning America twice. Photos were taken and everyone thanked them again.

III. AWARDS AND PRESENTATIONS:

1. Update on the Sister City's Israel Ambassador Trip. (16-348). (Sister City)

Kathy Mardirosian from the Sister City provided a presentation[1] on the Sister City Program. She provided a few brief facts about the Sister City and spoke in detail

[1] EXHIBIT A: Sister City Program Presentation

about the upcoming Israel Peace Ambassador Tour 2016 which will take place December 14 through December 25, 2016.

They announced that the Brevard County Sheriff's Office has stepped up and spoke about Israel's National Police Academy. Chief Lewis with BCSO and his wife will be going to Beit Shemesh and will spend a day and a half at their police academy. In the academy they will be able to see how they prepare for terrorism and other things such as medical issues when there is a large attack.

He thanked Mayor Parrish for initiating the contact between BCSO and the Sister City.

Mayor Parrish advised that the he amended the agenda by adding the Police Department's presentation. He further recognized County Commissioner Jim Barfield in the audience.

IV. DELEGATIONS:

Mayor Parrish advised that due to the amount of speaker cards there would be a three (3) minute time limit. Delegations are supposed to go for 30 minutes and if it exceeded that time it would need to be extended.

Janie Bryant, 365 Stone Street, Cocoa, Florida, spoke in regards to the fire station on Fiske Blvd., which serves Virginia Park and other areas. She asked that a fire truck be kept at this location. She further spoke against the closure of Stone Street at US 1 and the building of Cumberland Farms, as this would impede with residents travel access.

Wanda Betourd, 229 Smith Lane, Cocoa, Florida, advised she recently had a lien forgiveness/reduction approved. She received a letter requesting that $1,000 be paid in 30 days or make payment arrangements. She sent in a good faith payment of $285 and it was denied. She mentioned she spoke with both Ms. Dresser and Mr. Counsellor and was back in front of Council to request an approval for a payment arrangement.

City Manager Titkanich noted that the current code provided that an applicant requesting the lien forgiveness had 30 days to pay or make payment arrangements. It was his understanding that the applicant came in after thirty days.

In response, Mr. Belden advised that she came in within the 30 days but believed that the language in the letter had been confused. The payment arrangement has to be made within the 30 days, whether it is all at once or in payments, but within the 30 days. City Manager Titkanich added that after the 30 days the forgiveness goes away and it would have to be reapplied for.

Councilman Blake asked Ms. Betourd that if the forgiveness was reinstated could it be paid within 30 days. She stated yes and he said he did not see a problem with it. He believed that this was not setting a precedent.

Councilwoman Warner agreed with Councilman Blake and believed the whole program was to bring properties into compliance and knows what the city's rule was. After hearing the excerpt from the letter that Ms. Betourd read aloud, Councilwoman Warner agreed that she would have interpreted it the same way.

City Attorney Garganese explained that in the code it states that conditions have to be complied with and there were no conditions. Council could impose conditions, such as a payment plan.

City Attorney Garganese recommended putting this on an agenda and specifying the conditions so that it could be presented as a whole package. Councilwoman Warner clarified that it would not have to go back to the Code Board and City Attorney Garganese stated no.

Councilman Blake asked if Ms. Betourd came forward with a good faith payment, would that be okay and the City Attorney responded in the affirmative.

IT WAS A CONSENSUS AMONG COUNCIL TO BRING THIS ITEM BACK TO A FUTURE MEETING.

Ms. Betourd then asked about renting her house out and that she needs more security around her house. Mayor Parrish asked her to give her information to Acting Chief Austin and City Manager Titkanich explained rules for renting.

Nate Hooks, 723 Carissa Ave., Cocoa, Florida, advised he has been a property owner and business owner in Cocoa for 36 years. He spoke in regards to the fire truck being slated to be removed out of his community and he was against Cumberland Farms coming to Stone Street.

Lurline Smith, 440 Barbara Jenkins St., Cocoa, Florida, spoke about rusty water in the baptism pool at her church. She wanted to know if they were responsible and what could be done.

Mr. Walsh advised that a crew had been sent out and a sample of water had been taken. He stated it did have a tint so they let it run. He explained what could be going on within the water lines, but assured her the water was safe to drink and the color was from inside the pipes. He also noted they reset her meter box to a new height. There have not been any other complaints from the lab for problems in this area, so that also provides a clue that it is from the pipe.

Councilman Blake asked if this problem reoccurred what she should do. Mr. Walsh stated if there were more complaints they would look at the line to see if the pipe needed to be replaced, then they would take action.

Purvette Bryant, 373 Stone Street, Cocoa, Florida, opposed the plans to build a Cumberland Farms on Stone Street. She felt it would not do anything for the Diamond Square community and the store would turn its back on the community. Additionally, she voiced her opposition to the removal of fire trucks at Fiske Blvd.

Larry Sinclair, 1052 Mitchell Street, Cocoa, Florida, offered his condolences for Councilman Furbish. He spoke of the importance of addressing the ordinance regarding Code Enforcement and stressed the need for a clear process when it comes to lien reductions. He further noted that there were twenty two more security lights installed in Broadmoor Acres. Property taxes have risen in the neighborhood and that was a good thing.

* **MOTION by Councilman Blake; Seconded by Councilwoman Warner, to extend Delegations by 30 minutes.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

Rev. Robbins, 364 Washington Avenue, Cocoa, Florida, spoke about a serious problem that has been talked about for over eight years, which was speeding trucks and nothing has been done. A second problem was Washington and S.R. 520. During certain times of the day you cannot get out. He has been told that signs would be installed that say not to block the intersection. Signs have been put up there is no enforcement.

Cindy Smith, 1206 Purdue Way, Cocoa, Florida, advised that on February 9, 2016, she sent an email desperate to get reclaimed water in her yard, and was promised unlimited use for $5.00. She does not have constant pressure in her yard and a promised credit to her water bill had not been posted. She was now upset because the City wanted to raise the rates.

Assistant City Manager Fuhrer noted that Ms. Smith had reached out to the water reclamation team and they did testing and found that the pressure was low and not reaching certain portions of her yard. He further stated they had multiple interactions with her, the reuse team, and engineering and upped her usage. Ms. Smith felt the system was unreliable and Mayor Parrish agreed.

City Manager Titkanich pointed out that the original resolution done in 1991 did not provide that the rates would be $5. There was no record of that. Everyone agreed that they were told $5.

Ms. Smith advised that she had an email from Councilman Furbish about a credit that has never been placed on her account.

Mayor Parrish believed that we had to have a reliable system. In response, City Manager Titkanich mentioned that the issue was taken to the Utilities Advisory Board and they unanimously voted to stay with the current polices. The City always strives to provide reclaimed water but issues happen. Ms. Smith did not understand how the city can say that they are going to guarantee service.

Mr. Walsh explained different scenarios that can affect the pressure of the water. He noted that he cannot promise pressure in the reclaimed water system as much as he cannot in the regular system, but assured Ms. Smith that when there are complaints they are investigated.

Councilwoman Warner advised her that there were openings on the Utilities Advisory Board and to please consider serving. Her input and experiences might help in making better decisions for the system.

Ms. Smith reiterated that she has tried to contact Mr. Fuhrer and he does not respond. In response, Assistant City Manager Fuhrer noted that another crew could be sent out to see if any of the neighbors were having problems and that there was adequate pressure.

Andrea Graham, 520 Adobe Ave, Cocoa, Florida, has been a business owner for 18 years and was speaking against the liquor store opening on Fiske Boulevard. She believed that liquor stores increase crime, drugs, etc. There were already seven stores within the community that sell liquor. She would like to see another type of usage such a learning center with computer stations, etc.

Deputy Mayor Boisvert asked where they were proposing the store to be. It was noted 800 Fiske Boulevard.

Mr. Belden noted that this came up last year at the Board of Adjustment as a special exception application, and as a result of the board's decision, the property owner had to wait another year. This item will go to the Board of Adjustment next month and they will hear the item for a special exception approval. All property owners within 500 feet will be notified.

Councilman Blake asked for clarification as to whether or not Council can supersede a ruling made by Board of Adjustment. It was explained that the Board of Adjustment would hear the matter first and then it was subject to appeal to the City Council. Interested parties can be adversely affected so they can also appeal. City Attorney Garganese pointed out that tonight was not the forum to do so.

Mayor Parrish mentioned that Council was for improving Fiske Boulevard, not making it worse.

Councilwoman Warner asked if the application was denied by the Board of Adjustment last time and if so, why. In response, Mr. Belden noted it was based on the comments from the community and like tonight, the comments reflected that they thought there would be a negative impact on the community.

Councilwoman Warner stressed that those with concerns needed to be at the Board of Adjustment meeting in September.

Alzera Morrison, 312 Edinburgh Drive, Cocoa, was also speaking against the liquor store. She felt that there was a grand plan happening that no one was being told about in Cocoa. She wanted to see more police presence and believed that the fire station needed to be re-furbished instead of being closed. She stated that Council can do what they want to do.

Councilman Blake advised that before accusations were made they should know how people felt. He clarified that he was against a liquor store.

City Manager Titkanich stressed that neither City Council nor the Board of Adjustment has approved a liquor store, but the person who owns the property has done an application to put a liquor store in. City Manager Titkanich reiterated the process and stressed the importance for all of the neighbors to attend the meeting and express their opinion.

City Manager Titkanich noted any person has the right to appeal to City Council to overturn the Board of Adjustment's decision, so he encouraged them that in the event the Board of Adjustment reverses their previous decision, to come to Council to address the issues. He advised that Council was not aware of this and he had only found out about it earlier when he spoke with the Community Services Director.

* **MOTION by Councilman Blake; Seconded by Councilwoman Warner, to extend Delegations by four (4) more minutes.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

Kathy Hamilton-Brown, 306 Edinburgh Drive, Cocoa, spoke in regards to the same thing. She was concerned by the fact that she saw the person who owns the store having kids sign the petition in order to get the store. She provided information on liquor stores and the negative impacts they have on both people and the community. She was concerned that kids would be able to get alcohol and other items that they should not be getting.

V. CONSENT AGENDA:

1. Maintain the Current Rate Structure for the Reclaimed Water System. (16-337). (Utilities Director)

2. Approve a one year policy for Workers' Compensation Specific Excess Insurance with Safety National Casualty Corporation for the period of October 1, 2016 through September 30, 2017, with an estimated premium of $126,127, pending approval of the FY2017 budget. (16-352). (Administrative Services Director)

3. Approve a Resolution officially recognizing and declaring a vacancy in Seat 4 of the City Council pursuant to Article III, Section 10 of the City Charter[2]. (City Attorney)

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

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

VI. PUBLIC HEARINGS:

1. Approve a resolution to accept Burton & Associates FY 2017 Utility Rate Study, validating the implementation of a five percent (5%) increase to the water, fire lines, hydrant, wastewater and reclaimed water fixed monthly charges and usage rates effective October 1, 2016, with an annual increase, of five percent (5%) thereafter on October 1st of each fiscal year beginning October 1, 2017; and provide for the update of the Utilities Handbook and the City Code. (16-336). (Finance Director)

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

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

VII. COUNCIL BUSINESS:

1. Approve the request for the following street closures: Walk to End Alzheimer's and the Christ Central Church Block Party/Fundraiser. (16-338). (Community Services Director)

Mr. Belden explained the item, advising it was for two closures. The first closure is the "Walk to End Alzheimers. This one day event will bring the total to twenty (20) approved street closure days, of the allowable twenty four (24) street closure days that are permitted by Ordinance No. 02-2016 in the Central Business District per calendar year. This event will be held on Friday, September 16, 2016 at 12:00 p.m. until Saturday, September 17, 2016 at 2 p.m.

The second closure being requested is Christ Central Church Block Party/Fundraiser which will not count towards the 24 allowable closure days since it is not located within the Central Business District. This event will be on Saturday, October 29, 2016 from 1:00 p.m. until 8:00 p.m.

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

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

VIII. CITY BUSINESS:

1. Approve a Resolution adjusting the FY2016 Budget to transfer funds from Contingency to Hydrant Fees for the unbudgeted fees of 125 hydrants within the City of Cocoa. (16-116). (Finance Director)

Ms. Butler spoke about this item and explained it was due to an upgrade in the GIS systems and was not just in our city, but county-wide.

* **MOTION by Councilman Blake; Seconded by Councilwoman Warner, to approve.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Approve the Preliminary Assessment Resolution for the Fire Protection Assessment for FY2017. (16-326). (Finance Director)

Ms. Butler explained the item.

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

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

3. Approve a request to vacate that portion of the Stone Street right-of-way located between US 1 and the F.E.C. railroad. (16-349). (Community Services Director)
Mr. Belden advised that in June a right-of-way application was received asking for the portion of the Stone Street right-of-way located between US 1 and F.E.C. rail road to be vacated. There were no objections made by staff, police, fire, or the public. The applicant has provided a site plan. Regarding the closure and going back to 2008, there was correspondence in regards to a closure from FEC to FDOT, and in a letter they confirmed FEC's opposition to Stone Street re-opening in Cocoa.

Councilwoman Warner asked who closed it and when it was closed. In response, City Manager Titkanich advised it was closed in 2002. He noted that at that time, representatives of the FEC looked at stations that no longer met purpose of what they were originally designed to do.

Discussion was held in relation to Stone Street and the settlement agreement. Councilwoman Warner confirmed that the City did not close the crossing. City Manager Titkanich concurred with her and provided a history of the closing.

Mayor Parrish asked if they would need the City if they opened a station. In response, City Manager Titkanich stated no because they had the right-of-way.

Mayor Parrish further asked if a fresh negotiation could be done and City Manager Titkanich noted that he could reassure them that there would not be a fresh negotiation. The crossing has been closed 9 years and they have communicated they are not interested.

The following people spoke in regards to the item:

Oliver Mohammed, 2640 Mercury Drive, Cocoa, advised that the way the City Manager explained the closing was close but not all the way. He provided his input on the closing and agreed that it was true that they were actively looking for stations to close, but they did not come to this spot until they were invited.

City Manager Titkanich noted that he had a letter from FEC in 2002 and read it into the record. He noted that the City did not initiate any communication with FEC. In 2003, FDOT stated that they were contacted by FEC, and in 2007 Council directed staff to reopen it. He reiterated that the City did not initiate any activity to close Stone Street.

Purvette Bryant, 373 Stone Street, Cocoa, Florida, spoke of her opposition to the closing of Stone Street to US 1 and Cumberland Farms. She agreed with Mr. Mohammad and stated all that he said was true.

Max Kiser, Biscaya Cocoa Holdings, LLC, noted he was represented by Attorney Chris Broome. Attorney Broome advised that they filed the right-of-way

application. He understood there were decisions made that the public does not like. FEC has spoken and they were not re-opening the access. As a Council, they have a fiduciary responsibility to the citizens and they could either spend more time fighting with FEC or spend time assisting the citizens and business owners who are tax payers. There are some who are participants in the City and want to vacate the road so that they can have this. The applicants have nothing to do with FEC and Stone Street, they are just trying to vacate the property. His clients were obeying the laws and want to develop a good project that will benefit Cocoa.

Councilman Blake asked the developers if things happened would they be willing to invest in the immediate area. They responded in the affirmative.

Attorney Broome pointed out that Mr. Kaiser's uncle lived in Beit Shemesh.

George Brown, 555-557 W. King Street, spoke about parking issues on Oak Street and Olive Street. He asked if someone parked there for a minimum of five minutes in order to unload their car if they would be ticketed.

In response, Acting Police Chief Austin advised that there were indeed "No Parking" signs, but he did not foresee any tickets or citations being issued for loading and unloading.

Mr. Brown further spoke about the blocking of SR 520 and Washington Street. The signs are up that say not to block the intersection, but he felt that the statute needs posted noting that they can impose a fine. He also requested a white line be added to the road.

Lastly, he requested Council to close Stone Street. There are different parts of the property that can be utilized and it should be closed now.

Pablo Camposano, 444 Brickell Avenue, St. 417, Miami, Florida, with Biscaya Cocoa Holdings, LLC, introduced himself to the community and reiterated that they had nothing to do with the issue and that they believed in Cocoa. They want to help bring additional tax revenue and beautify the corner. They were not certain it would be Cumberland Farms but believed it should be something beautiful.

Timothy Pickles, 353 Brevard Avenue, represented Ms. Irene Crumb and reiterated what all of the others have said. He felt it would be a waste of money to try to work with FEC and that Ms. Crumb had agreed to sell the property to the applicants. He felt Council should approve the item and this would provide a much more aesthetically pleasing feature to the area.

Jan Stone, 516 King Street, Cocoa, is a resident of Cocoa and owner of Stone Funeral Home. She mentioned that in 2002 when Rudy Stone was a Council

member, the City Council and staff got the road closed. She believed it was of the City's best interest to investigate this further and to make sure the street is re-opened. Additionally, she spoke in opposition of moving the fire truck to another community. Citizens need their own community to take care of them.

Mike Shaw, 402 High Point Drive, Cocoa, is a business owner in Cocoa. He owns 5 N. Cocoa Boulevard and was hearing what everyone had to say. He asked why not keep the street as is because his concerns were U.S. 1 and S.R. 520. He was concerned with the safety of the roads and that location. He requested that Council deny the request.

Pam Hooks, 723 Carissa Avenue, Cocoa, advised that she sat and listened as long as she could. She has been an educator in Cocoa for the past 25 years. She felt that Council was making decisions for the Diamond Square Community and none of them lived there. She stated that the applicant was not familiar with the area and did not know what Councilman Blake meant when he asked if he would invest in the community.

Councilman Blake advised that he was in approval of staff's recommendation because he was looking at the future and it would enhance the tax base. He realized people do not like change, but he was looking at the grand scheme of things.

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

AYES: Boisvert, Blake, Warner
NOS: Parrish

THE MOTION CARRIED (3-1)

4. Approve the Indirect Cost Allocation Study provided by Burton and Associates by which the cost of services is calculated and charged annually to both Enterprise Funds (Water/Sewer and Stormwater). (16-350). (Finance Director)

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

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

5. Approve entering into a co-operative purchase agreement with Goodson Paving (DBA WWG) utilizing Brevard County Bid # B-4-15-02 in the amount of $122,348.80 for the repair and reconstruction of sidewalks, curb, ADA curb ramps and sidewalks as it relates to the reconstruction of the Fiske Blvd. project

#PWPAVE; Approve the budget transfer and approve the budget resolution amending the 2016 budget. (16-351). (Public Works Director)

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

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

6. Approve a Resolution amending the FY2016 Budget, using General Fund Contingency to cover overages due to Firefighter Leave/Vacancies. (16-354). (Fire Chief)

* **Motion by Deputy Mayor Boisvert; Seconded by Councilman Blake, to approve the item.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

7. To consider an Interlocal Agreement with Brevard County Florida to determine the distribution of the revenues derived from the half cent discretionary infrastructure sales tax consistent with the Save Our Lagoon Plan. (16-358). (Assistant City Manager)

County Commissioner for District 2, Jim Barfield, addressed Council regarding the item, but first provided condolences for Councilman Furbish. He advised that this item was in regards to the Indian River Lagoon and that it was going to take a lot of money to fix the lagoon. He explained that after many discussions, it was determined that the ½ cent sales tax could be done in order to get things done in the lagoon.

Mayor Parrish clarified that this would be going to the voters of Cocoa and that other cities had to be in agreement. Commissioner Barfield responded in the affirmative.

Councilman Blake believed that the river did not get this way by itself, and that it needed to be healed and revitalized. He mentioned that his students were ecstatic about the lagoon revitalization.

Commission Barfield felt that this could not be put off much longer, as the lagoon needs help now.

Mr. Fuhrer further explained the item and pointed out some of the prominent impacts this would have on Cocoa, such as the fertilizer plan, oyster reef lining,

septic system conversions, and muck removal. Outside of the city they were looking at waste water upgrades and septic system upgrades.

* **MOTION by Councilman Blake; Seconded by Deputy Mayor Boisvert, to approve.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

MULTI-YEAR CONTRACTS:

8. (a) Approve and authorize the City Manager to execute the documents necessary to pursue St. Johns River Water Management District Cost-Share Funding for two stormwater retrofit projects; (b) Approve a Multi-Year contract for the Factory Street stormwater retrofit and cost-shared project. (16-335). (Public Works Director)

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

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

IX. INFORMATIONAL AGENDA:

1. Cocoa Police Department District Event Statistics. (16-331). (Chief of Police)

2. Cumulative Purchase Approvals over $25,000 and under $50,000 for the period 10/01/2015 to 07/31/2016. (16-333). (Finance Director)

3. Approved Change Orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (16-340). (Finance Director)

4. Relation between the Estimated and Actual income and expenses to date. (16-341). (Finance Director)

5. FY 2016 Budget Adjustment Report. (16-342). (Finance Director)

6. New Local Business Tax Receipts for July 16, 2016-August 10, 2016. (16-353). (Community Services Director)

X. REPORTS:

Ms. Lorraine Koss, a member of the Utilities Advisory Board, expressed an idea of painting storm drains throughout the City. She compared the idea to the painting of the benches in Riverfront Park and felt that this way people would understand what they were looking at.

Mr. Wegerif announced that U.S. 1 was completed. Over 20,000 new plants were planted and many compliments have been received.

He advised that Fiske Boulevard would be started soon and noted the road would be rebuilt.

Mayor Parrish mentioned that they were still working on the SR 520 bridge.

Mr. Walsh introduced the new Deputy Director of Utilities Katie Ennis. All Council members welcomed her.

Ms. Ennis thanked them and stated she had worked for the City of Palm Bay for 8 years and then moved to Pennsylvania. They recently relocated back here.

Ms. Gemmati reminded all Council about benefit enrollment changes and that if they had changes to their benefits to let her know.

Attorney Garganese reported that Judge Maxwell validated an order for the fire assessment bond and this gives them the authority to proceed with the three new fire stations.

Assistant City Manager Fuhrer announced that he submitted an application to the state to have the flags lowered in honor of Councilman Furbish. The request was reviewed and per their policy, municipal members do not fall within it. A letter would be sent to explain why it was denied, but it was also mentioned if they are lowered on the City's doing, they would not fine the city. He encouraged all residents to do the same and the information would be sent to the County.

Furthermore, he mentioned an event he would be attending at the Florida Solar Energy Center tomorrow night and explained what it would entail. Additionally, on

Sunday, at 2 p.m., the Cocoa High football team will be playing a game that will be featured on ESPN 2.

Mayor Parrish asked Commissioner Barfield if something could be done with the flags at the County. In response, Commissioner Barfield stated they were working on it.

City Manager Titkanich advised that a Resolution was distributed related to the United Way Fundraisers that the city has and they were requesting a consensus for approval, as this would provide sufficient coverage for the City. City Attorney Garganese mentioned that Council should vote and the item to be opened up for public input since it was not on the agenda. He explained the types of events and that the resolution defines that they serve a municipal purpose.

Mayor Parrish opened the item up to the public for comment. There being no comment from the public, Mayor Parrish brought the item back to Council.

* **MOTION by Councilwoman Warner; Seconded by Deputy Mayor Boisvert, to approve Resolution No. 2016-95.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

City Manager Titkanich reminded all that on Friday, August 26, 2016, there is a Family Fun Fest at Junny Rios Park and on Saturday, August 27, 2016 is the Tuxes and Tails Gala and Council was invited to that as well.

Additionally, on Tuesday, September 6, 2016, will be the first public hearing for the budget at 6 p.m. and on Thursday, September 8, 2016 is the Mayor's Crime Summit at 6 pm at the Cocoa Civic Center.

City Manager Titkanich announced that the preliminary population stats were received and Cocoa was currently at 18,833 people which reflected a growth of 520 people over last year.

Lastly, he, along with City staff and Council, extend their condolences to Ms. Nancy Furbish and the residents of District 4. He spoke of Councilman Furbish's wisdom and guidance, noting this was a huge loss here in the city, the community and within the Special Forces. He will be greatly missed.

Councilman Blake noted that a group would like to provide a presentation at a future meeting regarding mental illness, as it was an ongoing issue in the community that needed to be addressed.

He further announced that he provided the invocation at the Past Presidents' luncheon at the Florida League of Cities Annual Conference that he and Councilwoman Warner attended. He felt it was important to continue to collaborate with surrounding cities/towns.

Councilman Blake congratulated Deputy Mayor Boisvert and Councilwoman Warner for running unopposed in the upcoming election. He pointed out that the Mayor has competition and knows that the right thing would be done.

He further announced that Cocoa High School was holding a fundraiser for providing lockers at the new stadium. He asked all Cocoa High alumni to donate $200 and a name would be on a plaque and a locker named on their behalf.

In closing he reminded all, in the words of Councilman Furbish, to buy local, spend local, and keep it local.

Councilwoman Warner spoke about the Florida League of Cities Annual Conference, advising that there were great sessions and great ideas were heard. She believed Councilman Blake did Cocoa proud at the luncheon and mentioned it was so good that the CFO referred back to it when he spoke.

She congratulated Ms. Carol McCormick who was now heading up the League of Mayors.

Committee appointments have been made and she announced that she would serve on the Growth Management Committee again. She mentioned there were a lot of issues coming up and they were going to be working hard.

In closing, she stated she was back from vacation and would not be missing any more meetings. She visited several towns and reiterated the need for diagonal parking in Cocoa.

Deputy Mayor Boisvert spoke about Councilman Furbish, who was not only a fellow Councilman, but a friend. He would be deeply missed.

Mayor Parrish concurred with Deputy Mayor Boisvert and thanked him for being by Councilman Furbish's side day in and day out. He spoke about Councilman Furbish and mentioned that he would be deeply missed.

He closed the meeting with reminding all to "Buy Local".

XI. ADJOURNMENT.

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to adjourn the Regular meeting of August 23, 2016.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

The meeting adjourned at 8:58 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

EXHIBIT A: SISTER CITY PRESENTATION (POLICE ACADEMY)



Beit Shemesh, Israel



Fun Facts about our Sister City

Beit Shemsesh is in-between Jerusalem, (a 25 minute drive), and Tel Aviv (35 minutes drive)

Beit Shemesh has over 100,000 residents. 20% have arrived in the last six years.

60% of population is under 21.



Israel Peace Ambassador Tour 2016

December 14th - December 25th, 2016

Sister City will be sending a delegation from Brevard County, Florida to our Sister City of Beit Shemesh, Israel.



Sister City Program
SHALOM DANCERS
PEACE
LOVE
DANCE







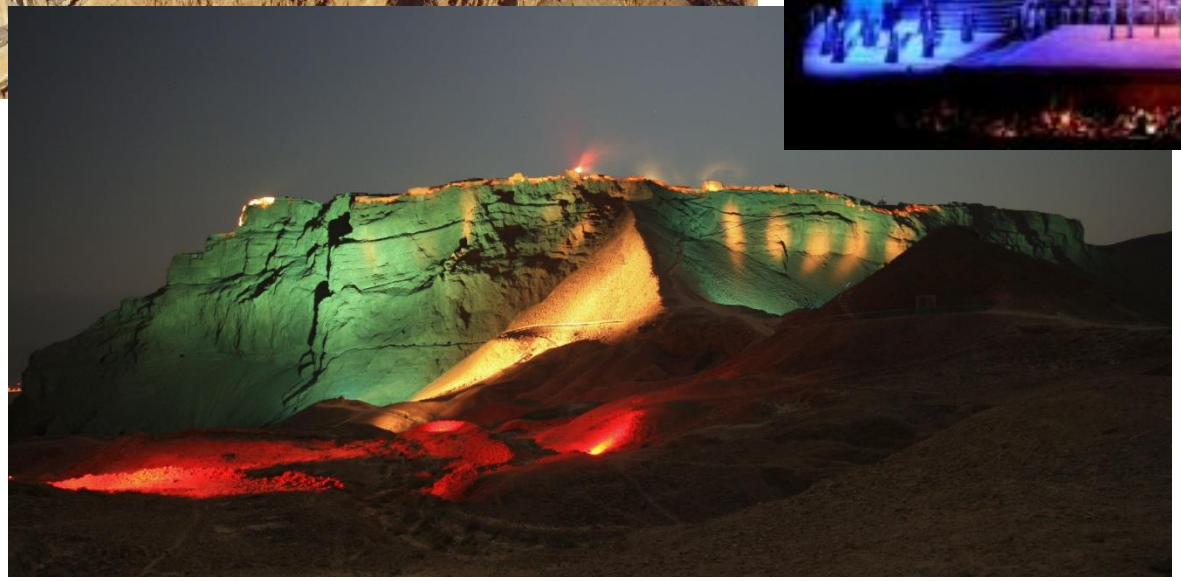


Sister City Program
SHALOM DANCERS
PEACE LOVE DANCE

Masada









Brevard County Sheriff's Office

Sheriff Wayne Ivey



Israel’ s National Police Academy

The 64,000-square-meter facility sprawls over 57 acres outside Beit Shemesh.

The facility includes mockups of a nightclub, a courthouse, and a mall, for anti-terrorism units and regular patrol units, as well as a mock traffic circle to train in directing traffic.

It also has training grounds for canine units, bomb disposal police, and crime scene units, as well as nine shooting ranges.







Legislation Details (With Text)

File #:	16-434	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	9/15/2016			**In control:**	City Council
On agenda:	9/27/2016			**Final action:**	
Title:	Approve the minutes of the Special meeting of September 6, 2016, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	09-06-16S Minutes.pdf Exhibit A-FY2017 Budget 1st Public Hearing (20160906) JAT Revised.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 15, 2016
Agenda Date: September 27, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the minutes of the Special meeting of September 6, 2016, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the minutes of the Special meeting of September 6, 2016, as written or with amendments.

MINUTES

CITY OF COCOA
SPECIAL MEETING OF THE CITY COUNCIL

September 6, 2016

A Special meeting of the Cocoa City Council was held on Tuesday, November 6, 2016, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, as publicly noticed.

I. CALL TO ORDER:

Mayor Parrish called the meeting to order at 6:01 p.m.

Councilman Blake provided the invocation and Mayor Parrish led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll:

PRESENT:	Henry U. Parrish III	Mayor
	Don Boisvert	Deputy Mayor
	Michael C. Blake	Councilman
	Brenda Warner	Councilwoman
	John Titkanich	City Manager
	Matt Fuhrer	Assistant City Manager
	Carie Shealy	City Clerk
ABSENT:	Anthony Garganese	City Attorney (arrived at 6:17 pm)

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Steve Belden, Community Services Director; Gene Prince, Fire Chief; Mike Cantaloupe, Chief of Police; Teri Butler, Finance Director; Ed Wegerif, Public Works Director; Lora Howell, Deputy Finance Director; Jonathan Lamm, Deputy Fire Chief; and Lea Taylor, Budget Analyst.

II. APPROVAL OF AGENDA:

1. Approve the Agenda for the Special meeting of September 6, 2016. (16-375).

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve the agenda for the Special meeting of September 6, 2016.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

III. PUBLIC HEARINGS:

1. Approve the Final Fire Assessment Resolution and the Non-Ad Valorem Assessment Roll for the Fire Protection Assessment for FY 2017. (16-368). (Finance Director)

City Manager Titkanich thanked the Mayor and Council for their time in regards to the individual meetings and workshops that they have attended. He further thanked directors and staff for putting together budgets that fit the needs of the public and that of staff.

He pointed out that the City's rate consultants Mike Burton and Erick Van Malssen were in attendance and would be able to answer any questions.

City Manager Titkanich provided a presentation[1] and advised that the purpose of the meeting was to do the following:

- Adopt Non-Ad Valorem Assessment Roll and the Fire Protection Final Assessment Resolution for FY2017
- Adopt a Tentative Millage Rate for FY2017
- Adopt a Tentative Budget for FY2017
- Set the 2nd Public Hearing for September 14, 2016 at 6:00 p.m. at Cocoa City Hall, 65 Stone Street, Cocoa, FL 32922

He pointed out that the City must have a balanced budget by October 1, 2016.

Furthermore, the tentative millage rate will be adopted and the rate cannot exceed the millage rate of 5.9790 which was approved on July 12, 2016.

He pointed out that the second part of the presentation would be to adopt the FY2017 tentative budget.

City Manager Titkanich announced that a Memorandum of Understanding was signed today with LIUNA. He thanked Ms. Gemmati, Mr. Walsh, Mr. Wegerif, and the members of LIUNA.

He spoke in detail about the 2017 Budget Development Philosophy and discussed the focus of the budget process. This included community improvements and infrastructure, maintaining and enhancing current levels of services being provided to citizens and businesses, maintaining and controlling expenditure levels, enhancing and diversifying the revenue

[1] EXHIBIT A: FY2017 Budget Presentation

base, maintaining employee benefits at reasonable levels and fulfilling the City's commitment of collective bargaining contracts with IAFF, LIUNA, and PBA.

He advised that in FY2015 Burton & Associates worked in collaboration with the City to develop a fiscal sustainability model for the general fund. The City has used the modeling process in order to identify options for the fund's sustainability over a 10 year projection period. Additionally, in FY2017, they helped the City validate prior assumptions, evaluate current fiscal conditions, and evaluate FY2017 Millage and Fire Assessment rates.

The General Fund Baseline scenario was reviewed in detail. He also reviewed the FY2017 sustainability model which included the port project and the Walmart distribution center.

Furthermore, the model demonstrates the 3% annual increase to the fire assessment.

Capitol and reserve balances were shown and he advised that at the end of the day City was moving in the right direction.

A history of the ad valorem tax base was reviewed along with a historical review of millage. The percentage of change over time was discussed.

FY 2017 Trim Rate options were provided. He mentioned that the current millage rate proposed and the maximum that was set is 5.9790. This would reflect a $221,012 revenue variance for FY2016-FY2017.

The rolled-back rate is 5.8759 and the majority rate is 8.9180. He stressed that the City Council could not adopt a rate higher than 5.9790.

City Manager Titkanich provided increase amounts for single family property owners and compared the City's millage rate with other Brevard County municipalities. Most cities were going with the rolled-back rate or maintaining their current rate. Only one other municipality was proposing a higher rate.

The FY 2017 proposed millage rate 2nd public hearing would be held on Wednesday, September 14, 2016 at 6:00 p.m. at Cocoa City Hall.

He provided the public announcement which included:

- The City of Cocoa is a taxing authority
- The rolled-back rate is 5.8759
- The rolled-back rate is a 0% increase
- The millage rate to be levied is 5.9790
- The millage rate of 5.9790 is a tax increase of 1.75% as a percent of change over the rolled-back rate

He pointed out that keeping the millage rate the same does present a tax increase.

At this time, he invited Mr. Burton up to answer questions regarding the fire assessment.

Mr. Burton noted that there was an email that was forwarded to him that stated concerns about the Fire Assessment notices. Mr. Van Malssen checked the rolls and the citizen who inquired about the notices was not on the list to receive a notice.

Mr. Van Malssen clarified that when the City goes above the current rate, or new properties are annexed into the city then they get a notice. The last mail out was done last year and that was due to a change in the methodology.

Mr. Burton thought maybe there was confusion because part of the requirement was to notice on the water bill.

Councilwoman Warner believed the confusion came from the prior years. There have been notices for the past few years.

City Attorney Garganese further advised that this was published in the Florida Today Newspaper.

Mayor Parrish asked Mr. Burton to explain the model that they use.

In response, Mr. Burton mentioned that they use an interactive model process. They use this because they realize that it is difficult to decipher all of the data given. This was developed so that data can be changed quickly. Numbers can be quickly plugged in and a new result automatically populates.

Mayor Parrish believed this was a great tool. Mr. Burton agreed and pointed out that Cocoa was one of three or four cities who utilize the model.

Councilwoman Warner agreed and noted on her first go around on Council they only planned for the current year. With this model they can plan further down the road and she thinks it is unbelievable.

Mr. Burton thanked Council for their remarks. He advised that although you cannot really see ten years out, this at least provides a projection and some ideas to think about.

Mayor Parrish felt that a few years ago the water rates were not raised because Council did not feel the need to raise them, but with this tool they can see actual data and where problems are.

Mr. Burton mentioned a tool is only as good as how you use it. The key is the collaboration that they have had with city staff. He believed that in the future there will be an increase in property taxes.

Councilman Blake felt that this made Council proactive and they can assure accuracy. He supports this tool and Burton and Associates cooperation with Council and staff.

Mr. Burton noted that they have done this a few years in a row and acknowledged that it will not be totally accurate every year but good decisions can be made none the less.

Councilman Blake referred to the fire assessment and how they were upfront with people about the improvements that needed to be done.

City Manager Titkanich reiterated that the fire assessment was advertised in the Florida Today newspaper.

Councilwoman Warner mentioned that the citizen's confusion was that he received a notice one year and not another year.

Councilman Blake stated the proposed millage was 5.9790. He asked if they could go with the rolled-back rate if they decided to. He asked the City Manager to review the slide that reflected the tax increase.

Deputy Mayor Boisvert did not feel that the increase was bad for the services that they receive.

Mayor Parrish closed the public hearing to Council and opened it up to the public.

There being no response, the public portion of the meeting was closed.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve the Final Fire Assessment Resolution No. 2016-96 and the Non-Ad Valorem Assessment Roll for the Fire Protection Assessment for FY 2017.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. (a) Review of the FY 2017 Millage options and Approve Resolution No. 2016-92, tentatively adopting a proposed millage rate of 5.9790 mills, for the City of Cocoa Fiscal Year, commencing October 1, 2016 and ending on September 30, 2017. (16-378). (Finance Director)

City Manager Titkanich advised that this was the second item on the agenda and explained that he combined all of the items into one presentation.

Mayor Parrish closed this item to Council and opened to the hearing to the public. There being no response, the public portion of the meeting was closed.

* **MOTION by Councilwoman Warner; Seconded by Councilman Blake, to approve Resolution No. 2016-92, tentatively adopting a proposed millage rate of 5.9790 mills, for the City of Cocoa Fiscal Year, commencing October 1, 2016 and ending on September 30, 2017.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

(b) Review of the FY 2017 Tentative Budget and Approve Resolution No. 2016- 93, tentatively adopting a budget and CIP, for the City of Cocoa Fiscal Year, commencing October 1, 2016, and ending September 30, 2017. (Finance Director)

City Manager Titkanich pointed out that the final part of the meeting was to review the FY2017 tentative budget and CIP, and this presentation was just by fund and category.

He provided revenue trends of all funds which included the General Fund, Water/Sewer Fund, and the Stormwater Fund.

FY2017 General Fund revenue was discussed by funding source with the largest percentages of revenue coming from charges for service (such as water billing services, garbage collection, and culture/recreation fees) and Other non-revenue (such as inter-fund transfers, water/sewer contributions and 6% PILOFF, debt proceeds, and revenues from reserves).

The FY2017 Water/Sewer Fund revenue by funding sources, noting that the highest percentages of revenue came from charges for service (water, sewer, and reuse services).

Additionally, he reviewed the FY Stormwater Fund revenue by funding source and pointed out that the highest percentage of revenue comes from other non-revenue (such as revenues from reserves).

The FY2017 expenses were discussed and he provided the information on the FY 2017 proposed budget versus the FY2016 amended budget by fund.

Overall, the budget represents a 9.6% variance.

Individual department budgets were compared and Councilman Blake pointed out, for the record, City Council's budget.

City Manager Titkanich reviewed the General Fund expenditures trends.

In regards to a question posed by Mayor Parrish about the budget, City Manager Titkanich advised that $8 million was for the new fire stations, and they had to go to court for the bonds.

Deputy Mayor Boisvert asked about the properties on Clearlake and SR 524. In response, City Manager Titkanich explained that the Cocoa CRA owned the Brunson property but the city would acquire it. The other properties have been purchased.

The FY 2017 Water/Sewer Fund was discussed. City Manager Titkanich pointed out that Mr. Walsh and Mr. Collier did a great job being proactive and doing preventative maintenance within the utility system

.

Proposed FY2017 General Fund Capitol was reviewed.

Deputy Mayor Boisvert questioned the large amount in the police budget. In response, City Manager Titkanich explained that anything over $30,000 was considered a capitol expense. This amount reflected necessary equipment upgrades that were required by law.

Deputy Mayor Boisvert thanked him for the clarification and thought they did a great job on the communications center.

Councilman Blake asked if the fire department's equipment would be replaced when the new stations were built. In response, it was mentioned that it was in their budget and they were required to update just as the police department had to.

City Manager Titkanich provided a recap of items/projects that were added to the budget based on the Budget Workshop held on August 4, 2016.

City Manager Titkanich advised that this was Item III.2(b) and staff requested action.

Mayor Parrish asked if funds were budgeted for the Joe Lee Smith Center. In response to his question, City Manager Titkanich advised that funds were budgeted and there was a request from Diamond Square RDA. They will enter into a Municipal Services Agreement with the RDA.

Mayor Parrish further asked about a parking study. City Manager Titkanich advised the demand for this needed to be looked into and the possibility of

utilizing both public and private partnerships. He reminded him that the Governor had vetoed those funds.

Mayor Parrish further asked about the connector at Lee Wenner Park. City Manager Titkanich advised it was included the Cocoa CRA budget.

Mayor Parrish questioned the status of the Fiske Boulevard completion and City Manager Titkanich explained that some would be done this year and there was also funding in the budget for lighting upgrades.

Lastly, Mayor Parrish asked about the port project and if FDOT was going to four lane that area. City Manager Titkanich noted that Walmart was working with FDOT to determine the needs based on traffic impact and he spoke briefly about the Economic Development Incentive Agreement.

Mr. Wegerif mentioned that TPO would be conducting a study on the roads in that area.

City Manager Titkanich pointed out a few changes within the proposed budget to what was given to them.

He explained that some items were double booked and those were corrected or will be corrected.

Mayor Parrish closed the hearing to the Council and opened to the public.

There being no response, the public portion of the hearing was closed.

* **MOTION by Councilman Blake; Seconded by Councilwoman Warner, to approve Resolution No. 2016-93, tentatively adopting a budget and CIP, for the City of Cocoa Fiscal Year, commencing October 1, 2016, and ending September 30, 2017.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

Deputy Mayor Boisvert asked if all departments were within their budget this year. City Manager Titkanich responded in the affirmative but noted with the exception of unanticipated expenses.

City Manager Titkanich advised that the second and final public hearing would be on Wednesday, September 14, 2016. He mentioned to let staff know of any changes.

He thanked Council on behalf of the staff for the collaborative environment.

Councilwoman Warner thought this was the easiest budget process they have ever had.

He reminded all that Thursday, September 8, 2016 is the Mayor's Community Summit at 6 pm at the Civic Center.

III. ADJOURNMENT.

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to adjourn the Special meeting of September 6, 2016.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

The meeting adjourned at 7:11 p.m.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

FY2017 Budget Presentation

1St Public Hearing

September 6, 2016

EXHIBIT A: FY 2017 BUDGET PRESENTATION

Objectives of Special Meeting of the City Council

- Adopt Non-Ad Valorem Assessment Roll and the Fire Protection Final Assessment Resolution for FY2017
- Adopt a Tentative Millage Rate for FY2017
- Adopt a Tentative Budget for FY2017
- Set 2nd Public Hearing – September 14, 2016 at 6:00p.m., Cocoa City Hall, 65 Stone Street, Cocoa, FL 32922

  - The City must have a balanced budget by October 1, 2016

TRIM (Truth In Millage) Process

- Step 1
  - Adopt the FY 2017 City of Cocoa Tentative Millage Rate

Note: The tentative millage rate cannot exceed the millage rate of 5.9790 approved by City Council on July 12, 2016

- Step 2
  - Adopt the FY 2017 City of Cocoa Tentative Budget

FY2017 Budget Development Philosophy

- FOCUS: Community Improvements & Infrastructure
  - FY15 and FY16 Focus – Public Safety
  - Utilities continue proactive asset management and Renewal and Replacement Program
- Maintain/enhance current Levels of Service being provided to citizens and businesses
- Maintain/Control Expenditure Levels
  - Zero-Based Budgeting 2 Departments
- Enhance and Diversify Revenue Base
- Maintain employee benefits at reasonable levels
  - Insurance Claims Experience Increased due to catastrophic claims in FY2016, thus a higher than anticipated insurance rate increase
- Fulfill City's commitment of Collective Bargaining Contracts with IAFF, LIUNA & PBA

City remain on fiscally sustainable path!

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 Burton & Associates to update the model with current data to aid in the FY 2017 Budget Process
  - Validate prior assumptions
  - Evaluate current fiscal conditions
  - Evaluate FY17 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

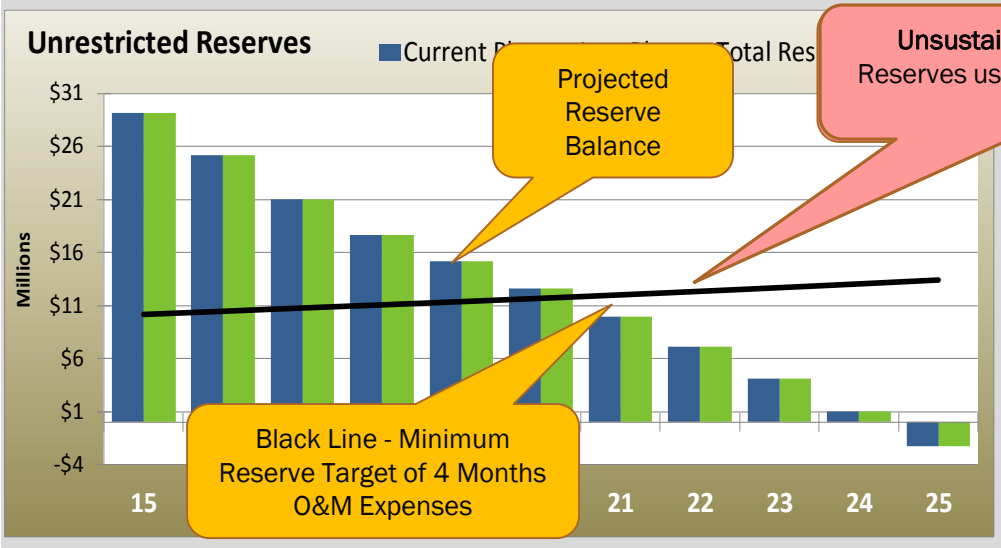
GENERAL FUND FINANCIAL ANALYSIS AND MANAGEMENT SYSTEM (FAMS - GF) SUMMARY

SAVE

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 202	Y 2025
Millage Rate	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	.9790	5.9790
Millage Rate Adjustment											
Existing Property Value Adjustment	*N/A*	*0.00%*	*0.50%*	*1.00%*	*1.25%*	*1.50%*	*1.50%*	*1.5[illegible]%*	*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?

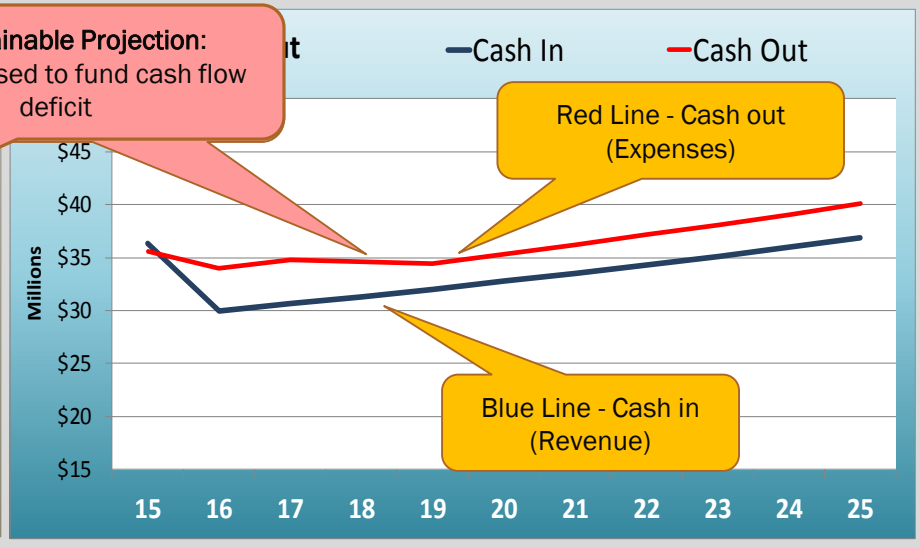
PST Year?



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)

General Fund Fiscal Sustainability Model

Updated for FY2017

BURTON & ASSOCIATES

Millage Rate unchanged over Projection period

Projection includes WalMart & Port Properties phased in over the projection period

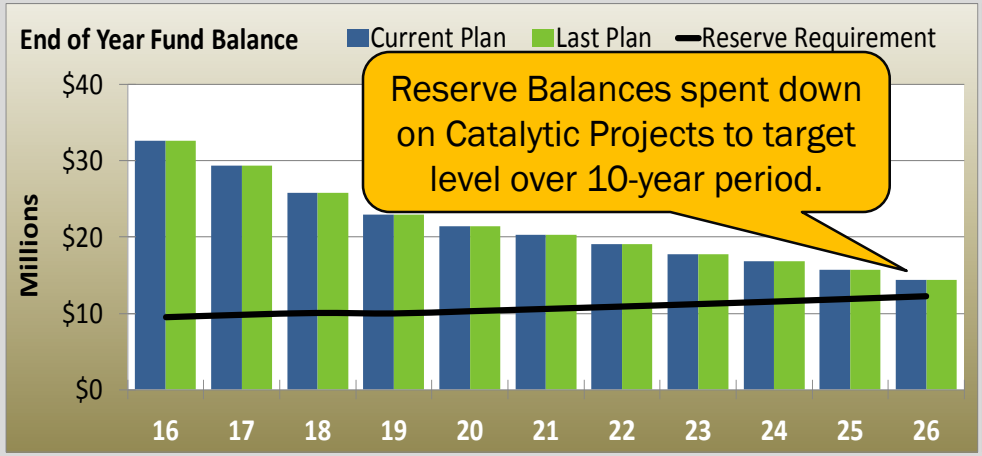
Capital Spending on Catalytic and One-Time Non-Recurring Capital Expenses

3% increases to Fire Assessment, annually

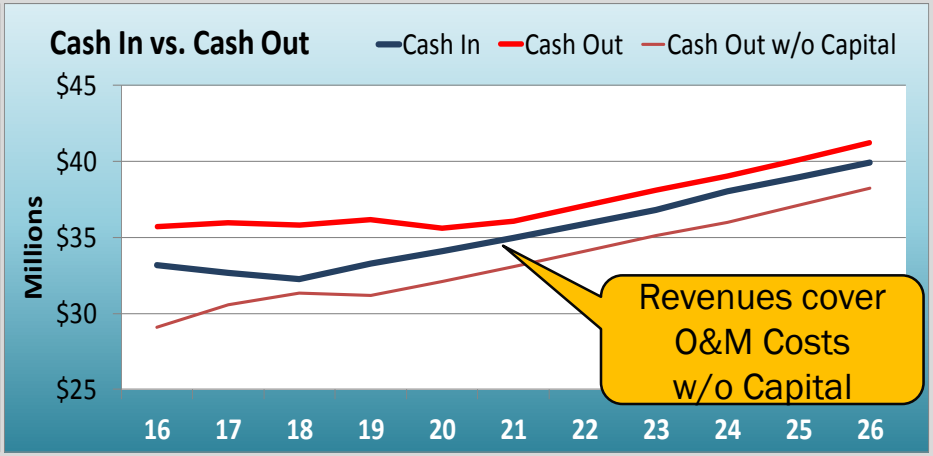
CITY OF COCOA, FL - GENERAL FUND FINANCIAL ANALYSIS AND MANAGEMENT SYSTEM

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY	FY
Millage Rate	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790		5.979	
Existing Property Value Adjust.	N/A	N/A	3.5%	3.5%	3.5%		3.5%	3.5%	3.5%	3.5%
New Construction	N/A	N/A	1.0%	5.1%	1.8%	1.0%	2.4%	2.4%	6.0%	1.0%
Total Property Value Adjustment	4.8%	4.5%	4.5%	8.6%	5.3%	4.5%	5.9%	5.9%	9.5%	4.5%
	($2.5)	($3.3)	($3.6)	($2.9)	($1.5)	($1.1)	($1.2)	($1.3)	($1.0)	($1.1)
	23.2	$19.6	$15.8	$12.9	$11.1	$9.7	$8.2	$6.6	$5.3	$3.8
	32.6	$29.4	$25.8	$22.9	$21.4	$20.3	$19.1	$17.8	$16.8	$15.7
	0	4	0	0	0	0	0			
Total Capital Outlay $M	$6.2	$5.4	$4.5	$5.0	$3.5	$3.0	$3			
Fire Assessment Revenue $M	$2.1	$2.2	$2.2	$2.3	$2.4	$2.4	$2.5	$2.6	$2.7	$2.7	$2.8
Residential Assessment (per DU)	$187.93	$193.57	$199.38	$205.36	$211.52	$217.87	$224.41	$231.14	$238.07	$245.21	$252.57
Fire Asmt Rev - Last Plan $M	$2.1	$2.2	$2.2	$2.3	$2.4	$2.4	$2.5	$2.6	$2.7	$2.7	$2.8
Residential Asmt - Last Plan	$187.93	$193.57	$199.38	$205.36	$211.52	$217.87	$224.41	$231.14	$238.07	$245.21	$252.57

Port Proj?	Y
PST Year?	
Per FTE:	$80,000
Escalator	3.0%
Debt Svc?	$425,000



Reserve Balances spent down on Catalytic Projects to target level over 10-year period.



Revenues cover O&M Costs w/o Capital

Ad Valorem Tax Base History

Fiscal Year		Valuation		% of Change
FY2008		$1,178,240,071		3.8%
FY2009		$1,168,009,451		(0.9%)
FY2010		$1,025,224,075		(12.2%)
FY2011		$906,460,404		(11.6%)
FY2012		$797,859,898		(12.0%)
FY2013		$771,155,034		(3.3%)
FY2014		$773,867,625		0.4%
FY2015		$780,867,676		0.9%
FY2016		$817,760,975		4.7%
FY2017		$857,337,863		4.8%

FY2008-FY2016 is based on the Final Taxable Value.

Historical Review of Millage and Ad Valorem Revenue History

Fiscal Year	Valuation	Millage	Ad Valorem Revenue	Revenue Variance from Previous Year	% of Change
FY2008	$1,178,240,071	4.4891	$4,799,656	($20,259)	(0.4%)
FY2009	$1,168,009,451	4.4891	$4,542,124	($257,532)	(5.4%)
FY2010	$1,025,224,075	4.4891	$4,066,536	($475,588)	(10.5%)
FY2011	$906,460,404	4.9660	$4,040,240	($26,296)	(0.6%)
FY2012	$797,859,898	5.5813	$4,022,601	($17,639)	(0.4%)
FY2013	$771,155,034	5.9811	$4,173,108	$150,507	3.7%
FY2014	$773,867,625	5.9811	$4,235,127	$62,019	1.5%
FY2015	$780,867,676	5.9790	$4,275,054	$39,927	0.9%
FY2016	$817,760,975	5.9790	*4,454,795	$179,741	4.2%

* FY 2016 represents YTD collections.

FY2017 TRIM Rate Options

	Valuation	Rate	Gross Tax Revenue	Tax Revenue @ 95%	FY2016 – FY2017 Revenue Variance
FY2016 Adopted Rate	**$818,427,691**	**5.9790**	**$4,893,379**	**$4,648,710**	
FY 2017 Millage Options					
Current Rate-Proposed	$857,337,863	5.9790	$5,126,023	$4,869,722	$221,012
Rolled-back Rate	$857,337,863	5.8759	$5,037,632	$4,785,750	$137,040
Majority Rate	$857,337,863	8.9180	$7,645,740	$7,263,452	$2,614,742

Proposed Rate

Note: City Council may not adopt a rate higher than 5.9790.

What Does This Mean To The Single Family Property Owner?

	Valuation	FY 2016 5.9790	*Valuation With 0.7% Increase	FY 2017 5.9790	Increase
Single Family Residence	$100,000		$100,700		
Less: Homestead	($50,000)		($50,000)		
= Taxable Value	$50,000	$299	$50,700	$303	$4
Single Family Residence	$150,000		$151,050		
Less: Homestead	($50,000)		($50,000)		
= Taxable Value	$100,000	$598	$101,050	$604	$6
Single Family Residence	$200,000		$201,400		
Less: Homestead	($50,000)		($50,000)		
= Taxable Value	$150,000	$897	$151,400	$905	$8
Single Family Residence	$300,000		$302,100		
Less: Homestead	($50,000)		($50,000)		
= Taxable Value	$250,000	$1,495	$252,100	$1,507	$12

* The Save Our Homes, as provided in Section 193.155(1), F.S. limits the annual increase in homestead exempt properties assessments to either 3% or the CPI change, whichever is less. For 2016 the CPI cap is 0.7%, even though the City overall has a 4.8% increase in value.

FY2017 Comparative Millage Rates

Ranking	City	Current	Rolled-back	Proposed
1	Palm Bay	8.5000	7.8365	8.4500
2	Satellite Beach	8.2900	7.8276	8.2309
3	Titusville	7.9011	7.4141	7.7647
4	Melbourne	7.6886	7.3351	7.3351
5	Indialantic	6.4695	6.0609	6.2653
6	Rockledge	6.3400	6.0371	6.2500
7	**Cocoa**	**5.9790**	**5.8759**	**5.9790**
8	Cocoa Beach	4.9798	4.7173	5.4798
9	Cape Canaveral	3.4797	3.2989	3.4797
10	West Melbourne	2.4633	2.3296	2.4633

Note: Rankings established by using the Proposed Rate for respective jurisdictions.

FY2017 Proposed Millage Rate Public Hearing

	Valuation	Rate	Gross Tax Revenue	Tax Revenue @ 95%
Current FY2016 Millage Rate	$818,427,691	5.9790	$4,893,379	$4,648,710
Staff Proposed FY17 Millage Rate	$857,337,863	5.9790	$5,126,023	$4,869,722
FY2017 Revenue Difference			$232,644	$221,012

2nd Public Hearing on September 14, 2016, 6:00 p.m., Cocoa City Hall

Public Announcement

- The City of Cocoa is the taxing authority
- The rolled-back rate is 5.8759
- The rolled-back rate is a 0% increase
- The millage rate to be levied is 5.9790
- The millage rate of 5.9790 is a tax increase of 1.75% as a percent of change over the rolled-back rate

City Council Questions/Comments

Public Hearings

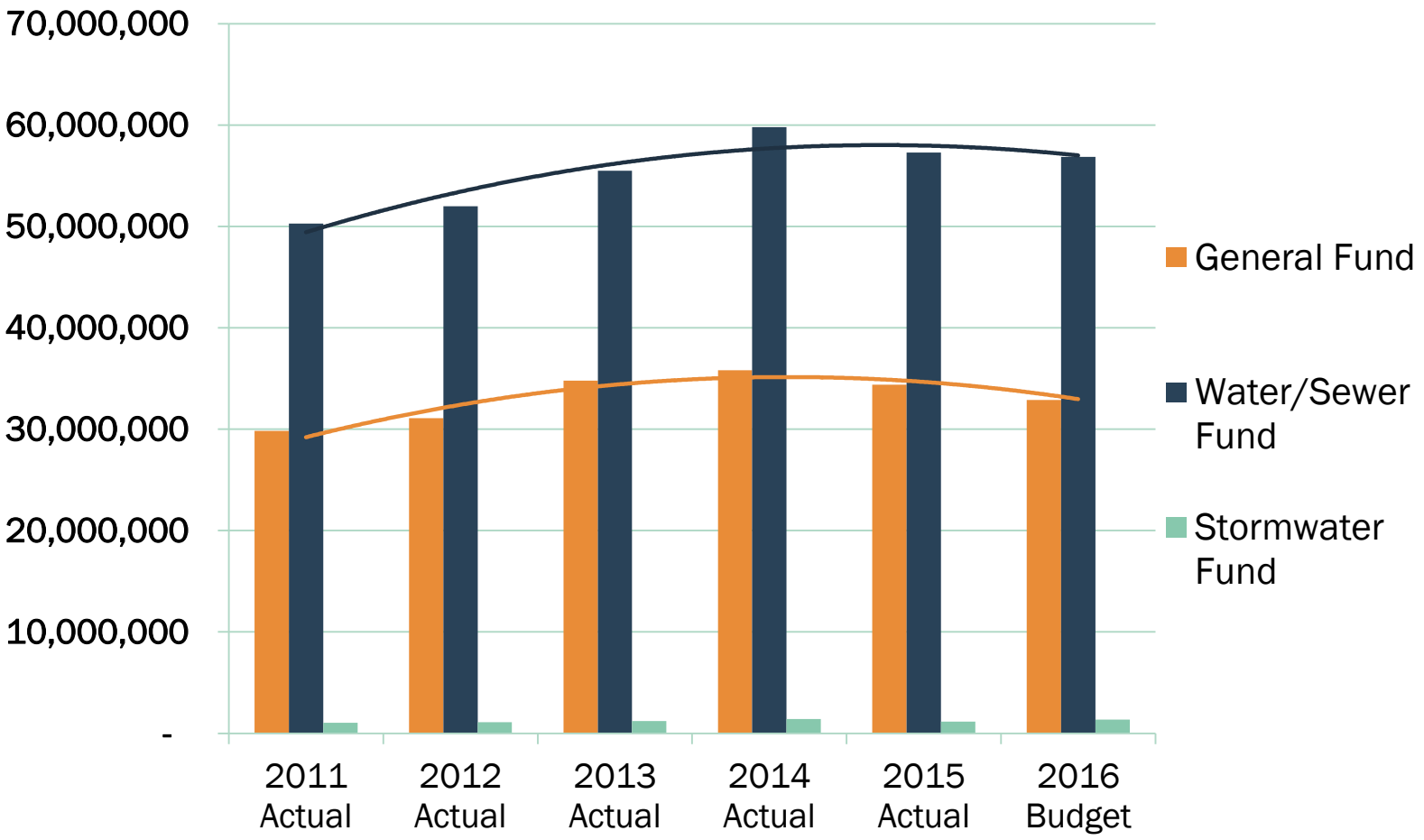
- Public Comment on City Council Approval of the Non-Ad Valorem Assessment Roll and the Fire Protection Final Assessment Resolution for FY2017
  - **Requested Action:** Approve the Final Assessment Resolution and the Non-Ad Valorem Assessment Roll for the Fire Protection Assessment for FY2017

- Public Comment on Tentatively Adopting Proposed Millage Rate
  - **Requested Action:** Approve Resolution No. 2016-92 tentatively adopting a proposed millage rate of 5.9790 for the City of Cocoa for the Fiscal Year commencing on October 1, 2016 and ending on September 30, 2017.

FY 2017 Tentative Budget & CIP

FY2017 Revenues

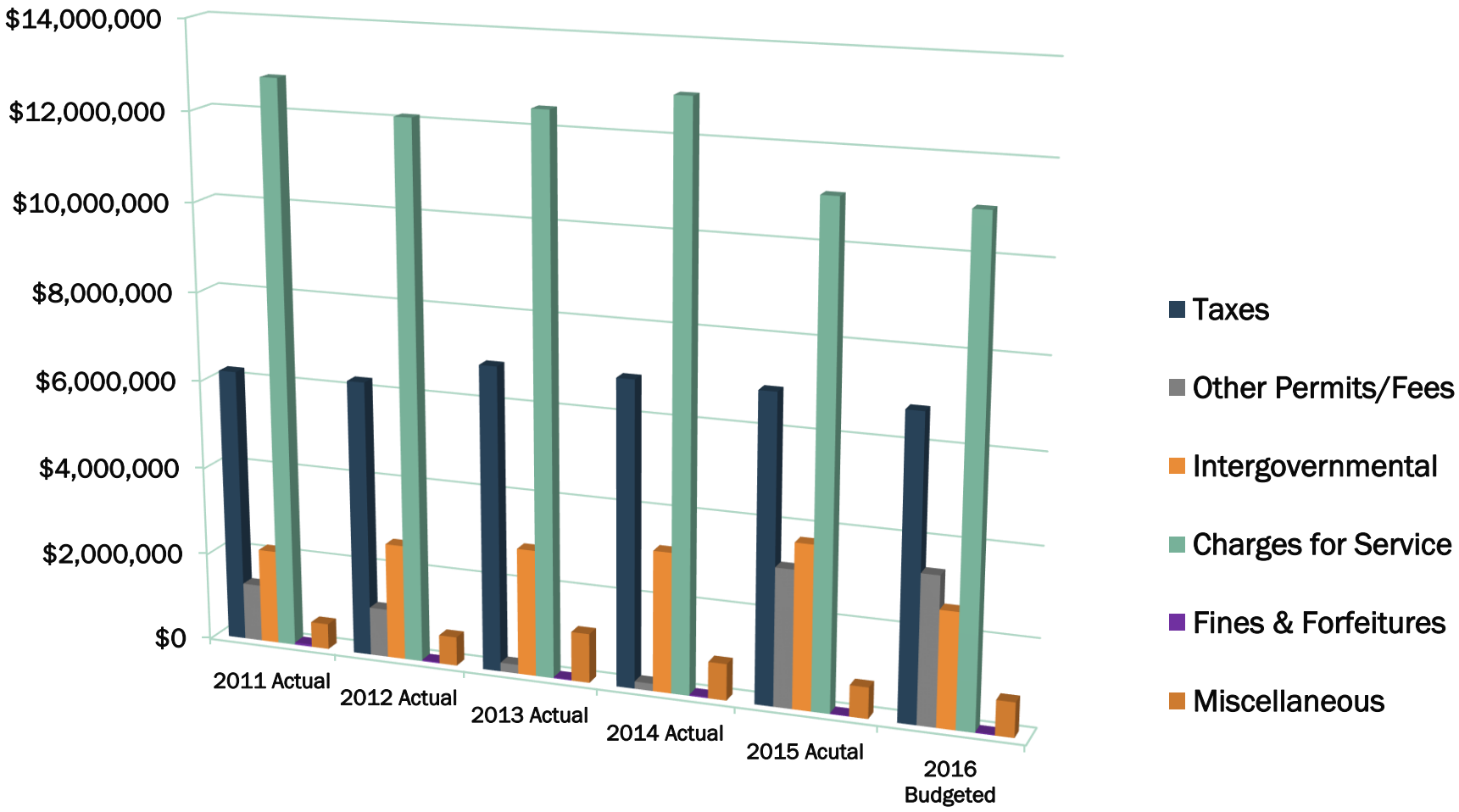
Revenue Trends All Funds



FY 2017 General Fund Revenue by Funding Source

Funding Source	Amount	Percentage of Total Revenue
Taxes (Ad Valorem, Utilities, CST)	$7,052,116	19.0%
Other Permits & Fees (Building Permits, Franchise Fees, Fire Assessment, Planning & Zoning Fees)	$3,412,358	9.2%
Intergovernmental (Local, State & Federal Grants, Housing Authority Payments in Lieu of Taxes, and State Shared Revenues)	$3,228,830	8.7%
Charges for Service (Water Billing Services, Garbage Collection Services, and Culture/Recreation Fees)	$11,159,533	30.1%
Fines & Forfeitures	$24,000	0.1%
Miscellaneous (Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Police & Fire State Pension Revenues, Insurance Proceeds, etc.)	$803,618	2.2%
Other Non-Revenue (Inter-fund transfers, Water/Sewer contributions and 6% PILOFF, Debt Proceeds, Revenues from Reserves (Unassigned Fund Balance))	$11,365,007	30.7%
TOTAL FY 2017	$37,045,462	100%

General Fund Revenue Trends



FY 2017 Water/Sewer Fund Revenue by Funding Source

Funding Source	Amount	Percentage of Total Revenue
Charges for Service (Water, Sewer and Reuse Services)	$52,128,130	68.0%
Impact Fees	$1,668,443	2.2%
Miscellaneous (BABS subsidy, Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Insurance Proceeds, etc.)	$307,595	0.4%
Other Non-Revenue (Contributions, Bond proceeds and use of Reserves)	$22,505,433	29.4%
TOTAL FY 2017	**$76,609,601**	**100%**

FY 2017 Stormwater Fund Revenue by Funding Source

Funding Source	Amount	Percentage of Total Revenue
Charges for Service	$1,372,033	47.9%
Miscellaneous (Interest Income)	$2,000	0.1%
Other Non-Revenue (Revenues from Reserves)	$1,492,049	52.0%
TOTAL FY 2017	$2,866,082	100%

FY2017 Expenses

FY 2017 Proposed Budget vs. FY 2016 Amended Budget by Fund

FUND	FY 2017 PROPOSED	FY 2016 AMENDED	% VARIANCE
General Fund	$37,045,462	$40,264,383	(8.0%)
G.F. Debt Service Fund	$1.400,028	$1,399,403	–
G.F. Capital Projects Fund	$8,041,932	$8,125,000	(1.0%)
Special Services Funds	$2,927,352	$2,761,485	6.0%
Water/Sewer Fund	$76,609,601	$87,978,293	(12.9%)
Water/Sewer Debt Service Fund	$8,999,761	$8,995,897	–
Self Insurance	$6,004,545	$6,820,368	(12.0%)
Storm Water Fund	$2,866,082	$2,797,435	2.5%
TOTAL	**$143,936,763**	**$159,142,264**	(9.6%)

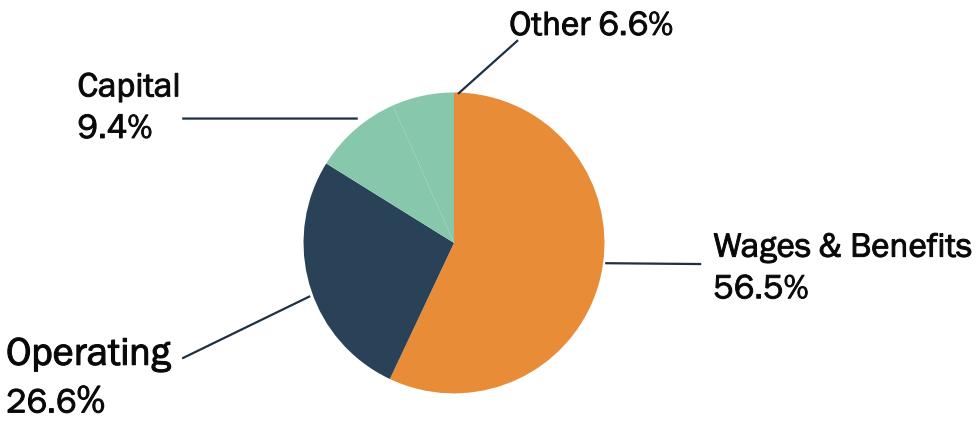
FY 2017 Proposed Budget vs. FY 2016 Amended Budget by Department

GENERAL FUND DEPT.	FY 2017 PROPOSED	FY 2016 AMENDED	% VARIANCE	% BUDGET
City Council	$108,308	$102,913	5.2%	0.3%
City Manager Office	$2,675,357	$2,461,044	8.7%	7.2%
Finance	$2,731,601	$2,866,627	(4.7%)	7.4%
General Operations	$3,230,576	$6,724,188	(52.0%)	8.7%
Administrative Services	$721,342	$693,992	3.9%	1.9%
Police	$8,826,575	$10,031,267	(12.0%)	23.8%
Fire	$5,875,200	$5,866,137	0.2%	15.9%
Community Services	$3,417,288	$2,663,010	28.3%	9.2%
Public Works	$9,459,215	$8,855,195	6.8%	25.6%
TOTAL	**$37,045,462**	**$40,264,383**	(8.0%)	100%

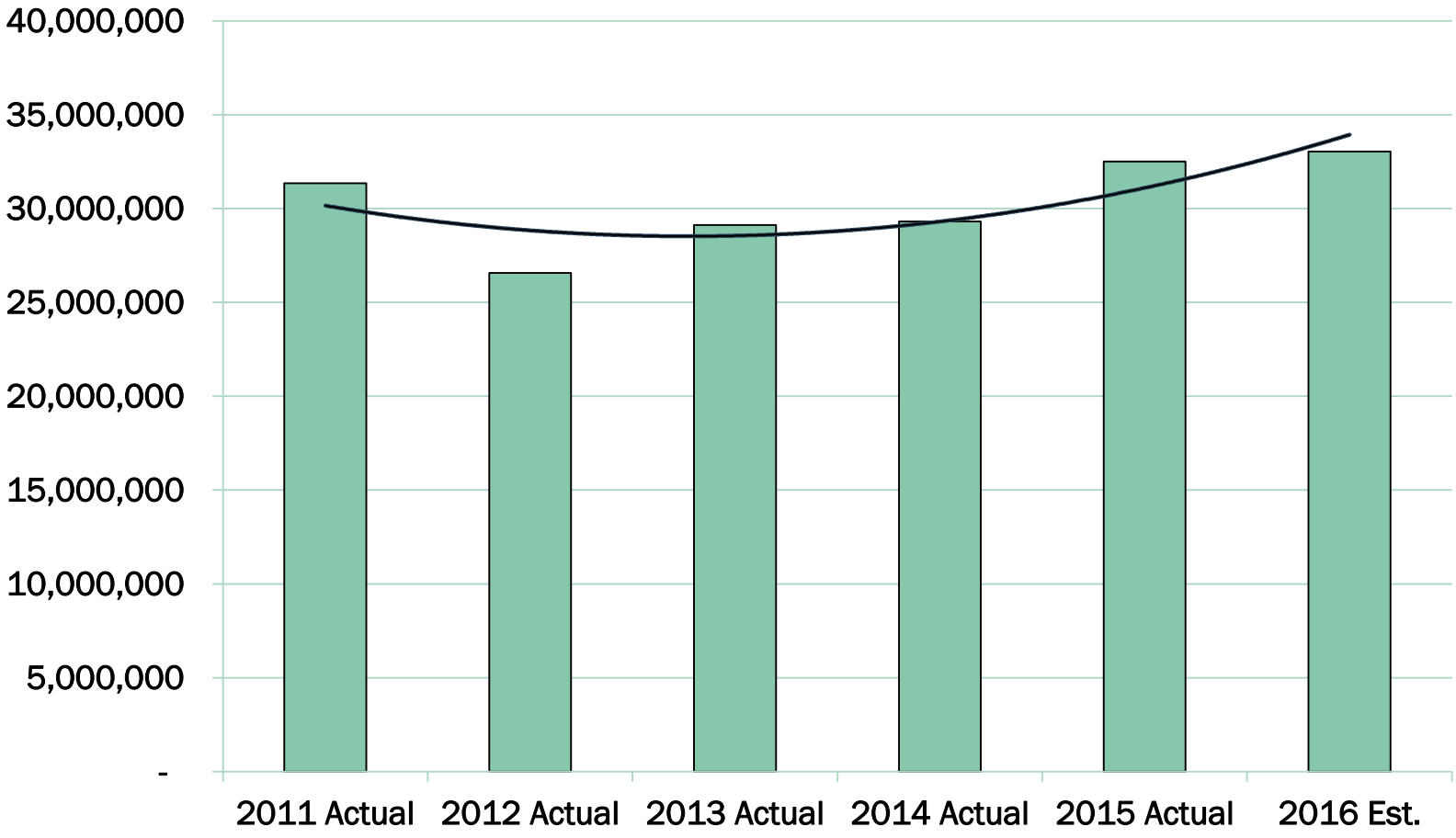
FY 2017 Proposed Budget vs. FY 2016 Amended Budget by General Fund Category

CATEGORY	FY 2017 PROPOSED	FY 2016 AMENDED	VARIANCE	% VARIANCE
Salaries & Benefits	$20,935,432	$20,914,169	$21,263	0.1%
Operating	$10,568,061	$10,010,630	$557,431	5.6%
Capital	$3,476,616	$6,190,775	($2,174,159)	(43.8%)
Other	$2,065,353	$3,148,809	($1,083,456)	(34.4%)
TOTALS	$37,045,462	$40 ,264,383	($3,218,921)	(8.0%)

General Fund FY2017



General Fund Expenditure Trends



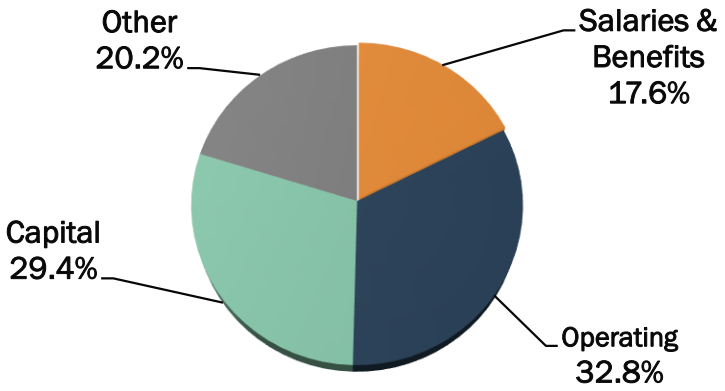
FY 2017 Water/Sewer Fund Proposed Budget vs. FY 2016 Amended Budget by Water/Sewer Fund Division

WATER/SEWER FUND BY DIVISION	FY 2017 PROPOSED	FY 2016 AMENDED	% VARIANCE	% W/S BUDGET
Field Services	$1,767,162	$1,743,356	1.4%	2.3%
Water Admin. (Lab)	$26,672,729	$24,840,878	7.4%	34.8%
Dyal Plant Operations	$11,401,837	$13,011,749	(12.4%)	14.9%
WFO/Water Collections	$9,354,164	$6,836,534	36.8%	12.2%
Engineering	$19,643,839	$30,106,559	(38.8%)	25.6%
Sellers Plant Operations	$4,863,057	$5,696,276	(14.6%)	6.3%
WFO/ Waste Water Collections	$2,903,813	$3,742,941	(22.4%)	3.9%
TOTAL	**$76,609,601**	**$87,978,293**	(12.9%)	100%

FY 2017 Proposed Budget vs. FY 2016 Amended Budget by WATER/SEWER FUND Category

CATEGORY	FY 2017 PROPOSED	FY 2016 AMENDED	VARIANCE	%
Salaries & Benefits	$13,510,699	$12,583,126	$927,573	7.4%
Operating	$25,117,158	$20,927,035	4,190,123	20.0%
Capital	$22,514,695	$38,100,527	($15,585,832)	(40.9%)
Other	$15,467,049	$16,367,605	($900,556)	5.5%
TOTALS	$76,609,601	$87,978,293	($11,368,692)	(12.9%)

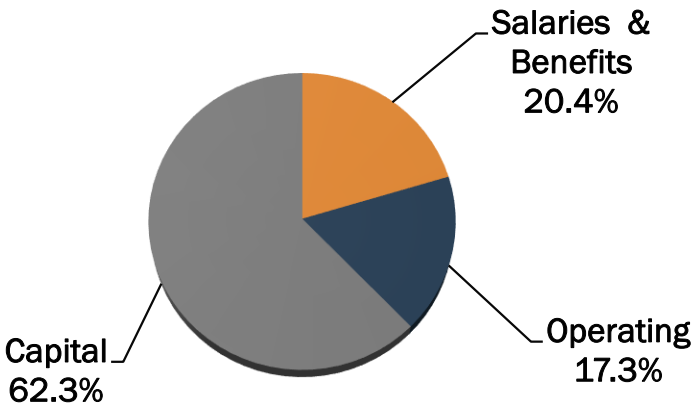
Water/Sewer Fund
FY2017



FY 2017 Proposed Budget Stormwater by Category

Category	FY 2017 Proposed	FY 2016 Amended	Variance	% Variance
Salaries & Benefits	$583,966	$560,256	$23,710	11.3%
Operating	$496,387	$458,179	$38,583	8.3%
Capital	$1,785,729	$1,760,250	$25,479	1.4%
Other	$0	$18,750	($18,750)	(100%)
Totals	$2,866,082	$2,797,435	$68,647	2.5%

Stormwater
FY2017



FY 2017 Proposed General Fund Capital (CIP)

	BUILDING	INFRASTRUCTURE	MACHINERY & EQUIPMENT	SOFTWARE	TOTALS
City Manager – I.T.		$22,000	$198,000	$6,000	$226,000
Police			$493,193		$493,193
Fire			$87,149		$87,149
Community Services			$7,450		$7,450
Public Works	$28,000	$2,501,746	$133,078		$2,662,824
TOTALS	**$28,000**	**$2,523,746**	**$918,870**	**$6,000**	**$3,476,616**

FY 2017 Proposed Water/Sewer Fund Capital (CIP)

	BUILDING	INFRASTRUCTURE	MACHINERY & EQUIPMENT	SOFTWARE	TOTALS
Field Services			$128,370	11,080	$139,450
Dyal Plant			$369,900		$369,900
Water Field Operations		$102,514	$432,874	$26,950	$562,338
Engineering		$17,432,098	$27,000	$890,000	$18,349,098
Sellers Plant		$1,304,600	$1,079,201		$2,383,801
Sewer Field Operations		$555,000	$147,408	$7,700	$710,108
TOTALS		**$19,394,212**	**$2,184,753**	**$935,730**	**$22,514,695**

FY 2017 Proposed Capital – Other Funds

	BUILDING	INFRASTRUCTURE	MACHINERY & EQUIPMENT	SOFTWARE	TOTALS
Capital Projects Fund	$6,660,000				$6,660,000
Stormwater Fund		$1,672,179	$113,550		$1,785,729
TOTALS	**$6,660,000**	**$1,672,179**	**$113,550**		**$8,445,729**

Original Proposed Budget
Items Added based on Budget Workshop
(w/Strategic Plan Connection)

Project	Amount	Crime	Public Safety	Image	Comm. Dev.	Econ. Dev.	Employees	Financial Sustainability
Public Bus Shelters (15@$15,000)	$225,000			X	X			
Community Project Fund (5 projects)	$2,500			X	X	X		
Dog Park	$165,000			X	X			
Traffic Signal/Electrical Art Project	$25,000			X	X			
Oaks Mobile Home Site Prep/Master Plan	$75,000			X	X	X		X
Cocoa Village Parking Garage Feasibility Study for Public-Private Partnership	$75,000				X	X		
Endeavour Elem. Comm. School Partnership	$38,750			X	X			
Enterprise Resources ERP Study	$55,000						X	
Stormwater Drain Education Campaign	$7,500			X				

City Council Questions/Comments

Public Hearing

- Public Comment on 1st Public Hearing for FY2017 Tentative Budget and CIP

  Requested Action: Approve Resolution No. 2016-93 tentatively adopting a budget and CIP for the City of Cocoa for the Fiscal Year commencing on October 1, 2016 and ending on September 30, 2017.

What is Next?

2nd Public Hearing – Sept. 14, 2016

6:00 p.m.

Cocoa City Hall, 65 Stone Street, Cocoa, FL

- Adopt a Millage Rate
- Adopt the FY2017 Budget

Legislation Details (With Text)

File #:	16-379	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	8/26/2016			**In control:**	City Council
On agenda:	9/27/2016			**Final action:**	
Title:	Approve the extension of our Worker's Compensation Third Party Claims Administration Contract with USIS, Inc., for the period of October 1, 2016 to September 30, 2017, pending approval of the FY2017 budget. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	USIS Original Contract.pdf City of Cocoa Contract Extension 9.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 26, 2016
Agenda Date: September 27, 2016
Prepared By: Deane Mills, Safety / Risk Coordinator
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Approve the extension of our Worker's Compensation Third Party Claims Administration Contract with USIS, Inc., for the period of October 1, 2016 to September 30, 2017, pending approval of the FY2017 budget.

BACKGROUND:

The City of Cocoa has a self-insured Workers' Compensation program. A third-party administrator (TPA) is contracted to administer the program in accordance with the laws of the State of Florida. The City is self-insured up to a specific retention amount on all claims, which means the city is financially responsible for the cost of each claim as it is incurred. The City has an excess Workers' Compensation policy to protect our city from unexpected high claims that exceed $650,000. Once a claim reaches this threshold, the claim is paid by the excess carrier (current policy is with Safety National). The role of a TPA is to process Workers' Compensation claims for an entity by managing its claims processing, provider networks, utilization review, or membership functions. Thus, the employer is acting as an insurance company and underwrites the risk. The risk of loss remains with the employer, and not with the TPA.

In 1997, the City solicited competitive sealed proposals for Workers' Compensation third party claims administration in accordance with the City's purchasing policies. Out of a total of ten respondents, the City chose to contract with USIS, Inc., Orlando, FL. Since that time, City Council has approved eight

extensions to the original contract with USIS, Inc. This renewal is the ninth extension.

This year USIS, Inc. presented a contract renewal for one year with no increase to claims service fees. An additional section was added to the agreement that offers a 25% fee reduction schedule in the event a network provider is used through the State of Florida's managed care provider network.

The overall goal of the City's Workers' Compensation program is to reduce the experience modification factor, which in turn will open alternative plan options. However, due to recent judicial decisions, an average statewide rate increase of 19.6 percent has been filed with the Florida Office of Insurance Regulation (OIR) for all Workers' Compensation fully- insured policies; new, renewal and additional policies currently in effect on a "pro-rata" basis. Staff's recommendation is to renew our current contract with USIS for an additional one-year term to continue to monitor the plan options. Alternate rate options will be brought back to City Council for consideration at a later date.

STRATEGIC PLAN CONNECTION:

Renewal of the contract through USIS, Inc. will provide financial stability to our self-insured Workers' Compensation fund, and will allow the City to control related expenses

BUDGETARY IMPACT:

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

Amount Requested	$50,000.00
Account Number	520-1801-513.31-00
Account Name	Professional Services

PREVIOUS ACTION:

At a regular City Council meeting on September 8, 2015, Council approved the renewal of our Workers' Compensation Third Party Claims Administration contract with USIS, Inc. for the period of October 1, 2015 to September 30, 2016, pending approval of the FY2016 budget.

At a regular City Council meeting on September 9, 2014, Council approved the renewal of our Workers' Compensation Third Party Claims Administration contract with USIS, Inc. for the period of October 1, 2014 to September 30, 2015, pending approval of the FY2015 budget.

RECOMMENDED MOTION:

Approve the extension of our Worker's Compensation Third Party Claims Administration Contract with USIS, Inc., for the period of October 1, 2016 to September 30, 2017, pending approval of the FY2017 budget.

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CONTRACT FOR SERVICES

BETWEEN

UNITED SELF INSURED SERVICES

AND

CITY OF COCOA, FLORIDA

In consideration of the mutual covenants herein contained, United Self Insured Services, hereinafter referred to as the **COMPANY** does hereby contract and agree with the **CITY OF COCOA, FLORIDA,** hereinafter referred to as the **EMPLOYER**, as follows:

I. This agreement shall take effect October 1, 1997, and shall continue for a three (3) year period and subsequent three year periods based upon mutual agreement of both parties, unless terminated by either party as set forth herein. This contract may be terminated at the request of the **COMPANY** and/or **EMPLOYER** with ninety (90) days written notice.

II. All services rendered by the **COMPANY** will fully comply with the rules established by the Department of Labor and Employment Security, Division of Workers' Compensation, and Department of Insurance. The **COMPANY** will perform all services specified herein, including, but not limited to, the following: Administrative Services, Claims Services, Loss Prevention Services and Data Management Services.

A. ADMINISTRATIVE SERVICES

1. Prepare, file and maintain all necessary applications and bonds, if any, for the **EMPLOYER'S** qualification as a self-insurer with the appropriate State agency.
2. Prepare, file and maintain all records and reports as may be required by legal authorities (State, local and Federal) or by excess insurers.
3. Prepare, file and maintain statistical information (BSI-20) required by the Workers' Compensation Rating Bureau, Division of Workers' Compensation, or other appropriate State agencies.
4. Cooperate with the **EMPLOYER'S** managed care provider.

B. CLAIMS SERVICES

1. Establish reporting procedures which are compatible with the needs of the **EMPLOYER.**
2. Provide necessary forms and instructions for use.
3. Receive and examine on behalf of the **EMPLOYER** all reports of employee injury claims.
4. Conduct investigations that will disclose all of the pertinent facts on any accident as deemed necessary to allow determination as to compensability.
5. Accept or deny, subject to consultation with the **EMPLOYER,** all reported claims for employee injuries on behalf of the **EMPLOYER** in accordance with the applicable Workers' Compensation Law.

6. Employ outside professionals such as private detectives, expert witnesses, field adjusters and attorneys to assist in the investigation, should it be necessary, at the expense of the **EMPLOYER**, subject to prior approval by and consultation with **EMPLOYER**.

7. Review all medical bills and other services for which a claim is being made for reasonableness and conformity to appropriate medical and surgical fee schedules through our specialized Cost Containment Unit and the **EMPLOYER'S** managed care provider.

8. Adjust and settle all reported claims subject to the approval of the **EMPLOYER**. Such settlement is to include preparation and execution of all necessary compromise and release agreements.

9. Prepare and maintain files necessary for legal defense of claims and/or litigation (such as actions for subrogation) or other proceedings.

10. Pay in a timely fashion and for appropriate amount all claims and expenses pertaining thereto from the Working Loss Fund. The Working Loss Fund will be established by the **EMPLOYER** and will be maintained at a dollar level sufficient to meet the monthly obligations.

11. Conduct an ongoing review of all open cases where appropriate to establish the status of each disabled employee in order to bring each to an amicable conclusion.

12. Hold periodic claim review meetings with the **EMPLOYER**.

13. Provide **EMPLOYER** with narrative status reports of major or litigated claims.

14. Provide coordination with rehabilitation of injured employees in the consultation, retraining and reassignment of employees with limited physical abilities arising from covered injuries, at the expense of the **EMPLOYER.**

15. Maintain a current roster of qualified physicians for the treatment of covered injuries on a first and specialized basis, as well as maintaining procedures for close liaison with the treating physicians and the **EMPLOYER'S** managed care provider.

16. All expenses regarding the checking account to be at the cost of the **EMPLOYER.**

C. DATA MANAGEMENT SERVICES - Provide Employer's Report monthly with the following information:

Individual Claim Details

a. Claimant's name and social security number

b. Date of injury

c. Nature of injury

d. Description of accident

e. Indemnity paid-to-date

f. Reserve for future indemnity

g. Medical paid-to-date

h. Reserve for future medical

i. Allocate claims expense paid-to-date

j. Reserve for future allocated claims expense.

D. **WORKING LOSS FUND RECONCILIATION**

Provide monthly reports as follows:

1. Report will be mailed to **EMPLOYER** fifteen (15) days after close of each monthly period.
2. Report will show:
   a. Balance of fund at inception
   b. Total disbursement by date and claimant
   c. Balance of fund at close
   d. Amount of reimbursement required.

III. Reimbursement to the **COMPANY** for services provided shall be calculated as follows for the life of the contract:

A. **Workers' Compensation Claims Services:** The **COMPANY** will invoice the **EMPLOYER** monthly for claims filed during the preceding month at the rate of $495.00 per new lost-time claim and $100.00 per new medical-only claim.

B. **Administration Set Up/Data Conversion:** An initial one-time setup fee of $1,275 payable in twelve (12) equal payments of $106.25.

C. **Cost Containment Services:** No additional charge; included in claims services fee.

D. **Special Disability Trust Fund Recovery Services:** No additional charge; included in claims services fee.

IV. **TAIL CLAIMS**: The **COMPANY** shall also assume service responsibility for all open Workers' Compensation claims. The service fee due shall be $300 per open lost-time file for the initial 12-month period and $225 per open lost-time file for each additional 12-month period. The maximum amount that will be charged during the third year shall be the lower of $2,925.00 or $225.00 times the actual number of transferred lost time files still open. There will be no charge for assuming open medical-only claims.

V. Other than filing of applications for self-insurance and the rendering of loss prevention services, the **COMPANY's** performance will continue for 90 days after the expiration of the contract period. All reports required by the Workers' Compensation Rating Bureau, Division of Workers' Compensation, and other appropriate State agencies will be filed for the contract period. The aforementioned annual fees payable to the **COMPANY** includes full consideration for all such continuing obligations.

VI. The **COMPANY** will not assign this agreement or any responsibilities pursuant to said agreement without the express consent, in writing, of the **EMPLOYER.**

VII. The **COMPANY** agrees to indemnify and hold harmless the **EMPLOYER** from and against all costs, damages, judgments, attorneys' fees, expenses, obligations and liabilities of any kind or nature which the **EMPLOYER** may incur or sustain in connection with or arising from any act or omission on the part of the **COMPANY** and its employees and officers in connection with the **COMPANY'S** performance of its duties under this Contract. The **COMPANY** agrees to provide the **EMPLOYER** with a Certificate of Insurance naming the **EMPLOYER** ~~as an additional insured under the COMPANY'S Errors & Omissions insurance policy~~ and maintain limits of Errors & Omissions insurance coverage of at least $10,000,000. per occurrence throughout the term of this Contract.

VIII. The text of the **COMPANY'S** proposal response to the **EMPLOYER'S** RFP #97-36, where it is not in conflict with the text of the Contract, is incorporated herein.

IN WITNESS WHEREOF, the **COMPANY** and the **EMPLOYER** agree to the above terms, conditions and provisions, and hereby cause this agreement to become effective.

CITY OF COCOA, FLORIDA

By:

Signature

Mayor

Title

Witness Signature

9/23/97

Date

UNITED SELF INSURED SERVICES

By:

Signature

Executive Vice President

Title

Witness Signature

9/2/97

Date

CONTRACT FOR SERVICES
BETWEEN

USIS, INC.
AND
CITY OF COCOA, FLORIDA

EXTENSION # 9 EFFECTIVE: OCTOBER 1, 2016

The Contract entered into on October 1, 1997, as extended and revised on October 1, 2000, is hereby extended from October 1, 2016 to September 30, 2017, subject to the following changes:

III. Reimbursement to **USIS, Inc.** (hereinafter known as the **COMPANY**) is as follows with changes underlined:

A. **Workers' Compensation Claims Services:** The **COMPANY** will invoice the **City of Cocoa** (hereinafter known as the **EMPLOYER)** monthly for claims filed during the preceding month at the rate of $800.00 per new lost-time claim and $115.00 per new medical-only claim.

B. **Cost Containment Services (Medical Bill Repricing):** The fee for medical bill repricing by the **COMPANY** shall be $6.00 per medical bill, which will be invoiced by the **COMPANY** on a quarterly basis.

Service Fees Payable to AmeriSys
The Access Fee for NETWORKS and PPO contracted providers shall be 25% of contracted savings. Contracted savings shall mean savings below the fee schedule where there is a corollary fee schedule MRA. For those service that do not have a documented MRA, the calculation shall be 25% of the contracted savings amount.

C. **Special Disability Trust Fund Recovery Services:** Supplemental recovery services on existing SDTF claims will be reimbursed to the **COMPANY** at a fee of $250.00 for each supplemental report submitted to the State SDTF Unit.

D. Regulatory Initiatives: State and Federal regulatory requirements are increasing significantly and these requirements extend beyond claims handling and have forced an extensive increase in IT expense. An annual charge of $1,000 shall be due to help offset this cost.

IV. **TAIL CLAIMS:** The service fee for tail claims shall be $550.00 per open lost-time file. An open lost-time file is defined as a claim which requires involvement by the lost-time adjuster or the claimant has three (3) or more physician visits during the 12 month period. There will not be a charge for any tail medical only claims.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT EFFECTIVE OCTOBER 1, 1997, AS REVISED ON October 1, 2000, REMAIN IN EFFECT.

IN WITNESS WHEREOF, the **COMPANY** and the **EMPLOYER** agree to the above terms, conditions, and provisions, and hereby cause this Agreement to become effective.

CITY OF COCOA, FLORIDA

By:

_____ _____
Signature Witness Signature

_____ _____
Title Date

USIS, INC.

By:

_____ _____
Signature Witness Signature

Executive Vice President _____
Title Date

Legislation Details (With Text)

File #:	16-399	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	9/2/2016			**In control:**	City Council
On agenda:	9/27/2016			**Final action:**	
Title:	Approve expenditures for electric services budgeted in FY 2017 and authorize the City Manager to approve the monthly bills. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Electric Services FY 2017				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 2, 2016
Agenda Date: September 27, 2016
Prepared By: Anne Folsom Quesada, Accounting Manager
Through: Teri Butler, CGFO, Finance Director
Requested Action:
Approve expenditures for electric services budgeted in FY 2017 and authorize the City Manager to approve the monthly bills

BACKGROUND:

With the anticipated increase in energy costs, staff recommends that the annual cost for electric service be encumbered by purchase orders at the beginning of the fiscal year.

STRATEGIC PLAN CONNECTION:

None. This is an operational issue.

BUDGETARY IMPACT:

Budgeted Yes

Estimated amounts budgeted for electric service in FY 2017 total $3,056,523. For informational purposes only, electric service is budgeted in the accounts as shown on the attached table.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Approve expenditures for electric services budgeted in FY 2017 and authorize the City Manager to approve the monthly bills.

FY 2017 Electric Services

Account	Description	Budget	
001-2100-521.43-00	Police Admin/Operations	$ 62,096	
001-2201-522.43-00	Fire Operations	$ 17,652	
001-3510-541.43-00	Public Works Maintenance	$ 334,110	
001-3520-572.43-00	Parks & Beautification	$ 7,000	
001-3560-519.43-00	Facility Management	$ 220,369	
Total General Fund			$ 641,227
421-4010-536.43-00	Water Administration	$ 1,000	
421-4020-536.43-00	Dyal Plant	$ 1,990,041	
421-4025-536.43-00	Water Field Operations	$ 82,140	
421-4120-536.43-00	Water Reclamation	$ 256,090	
421-4125-536.43-00	Sewer Field Operations	$ 68,820	
Total Water/Sewer Fund			$ 2,398,091
423-3570-538.43-00	Stormwater Utility	$ 17,205	
Total Stormwater Fund			$ 17,205
		$ 3,056,523	$ 3,056,523

Legislation Details (With Text)

File #:	16-405	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	9/6/2016			**In control:**	City Council
On agenda:	9/27/2016			**Final action:**	
Title:	To Approve Proposal by Connect Consulting, Inc. (CCI), High Springs, Florida, for Hydrogeological Services for Wellfield Evaluation and Rehabilitation Services, Project No. WS1106, utilizing the City of Palm Coast RFQ-PW-U-15-12, Services Contract for Professional Hydrogeological Services. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CCI FY2017 Well Rehab Proposal Hydrogeological Services Contract-Palm Coast-2015 Executed Copy2 Authorization to use Palm Coast Contract				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 6, 2016
Agenda Date: September 27, 2016
Prepared By: Norma E. Hernandez, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Proposal by Connect Consulting, Inc. (CCI), High Springs, Florida, for Hydrogeological Services for Wellfield Evaluation and Rehabilitation Services, Project No. WS1106, utilizing the City of Palm Coast RFQ-PW-U-15-12, Services Contract for Professional Hydrogeological Services

BACKGROUND:

On April 12, 2011, City Council approved participation in a Cooperative Services Agreement with Connect Consulting, Inc., (CCI), High Springs, Florida, utilizing the City of Palm Coast RFQ-U-10-02, Services Contract for Professional Hydrogeological Services, effective April 15, 2010 through April 14, 2013, with two one-year renewals.

On February 11, 2014, City Council approved CCI's proposal utilizing the City of Palm Coast RFQ-U-10-02 first one-year renewal period of the two one-year renewal options.

On October 14, 2014, City Council approved CCI's proposal utilizing the second and final renewal option. CCI has completed the rehabilitation of 14 of the 48 wells, increasing the efficiency by an average of about 38% in the wellfield.

On April 28, 2015, Connect Consulting, Inc. and the City of Palm Coast, Florida, executed RFQ-PW-U-15-12, Professional Hydrogeological Services for a three-year period effective April 28, 2015 through April 27, 2018. This contract may be renewed annually, at the City of Palm Coast's discretion, for a maximum of two (2) additional years.

The City of Cocoa supplies water to customers in its service area from both ground and surface water sources. The surface water source consists of the Taylor Creek Reservoir. The ground water sources consist of the Intermediate and Upper Floridan Aquifers (UFA). Ground water is developed from a series of 48 wells, the first of which were constructed in the 1950's and are still in service today. In addition, the City has 10 Aquifer Storage and Recovery (ASR) wells. In summary, the 58 wells operated by the City consist of four (4) different types of wells as follows:

1. Screened gravel-packed wells completed into the Intermediate Aquifer
2. Moderate yield, open-hole wells completed into the Upper Floridian Aquifer
3. High yield, open-hole wells completed into the Upper Floridian Aquifer
4. Aquifer Storage and Recovery (ASR) wells

Public Water System (PWS) wells at Cocoa are permitted under the City's Consumptive Use Permit (CUP) No. 50245 issued by the St. Johns River Water Management District (SJRWMD) in November 2003. As with all public water supply wells and wellfields, individual wells have a life cycle. Given the cost of new wells, including well site acquisition, CUP/water allocation issues, ground water impacts, well head/raw water piping costs, power and remote operation issues, it is very cost effective to extend a well's life cycle by periodic evaluation and rehabilitation/repair or replacement.

City staff desires to conduct evaluations of and to rehabilitate, repair, or replace wells as needed, in order to restore and enhance the reliable, firm wellfield capacity.

The scope of work in this proposal is a continuation of the wellfield evaluation and rehabilitation work and includes conducting evaluations on PWS well; modification and/or rehabilitation of wells; pump repair/replacement; and other well-specific task identified by City staff during the fiscal year as needed. The primary and typical services proposed to be conducted include the following:

- Public Water Supply Evaluations for Wells 3, 19, 21, 23, & 25
- Well Modification/Rehabilitation (specific wells to be determined)
- Pump Repairs/Replacement (as needed)
- Debris Removal (specific well to be determined)
- Bypass Valve and Piping Work for Wells 14, 17, 20, 22, & 25

City staff recommends approval of this proposal for hydrogeological services for wellfield evaluation and rehabilitation services.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$250,000 (Included in Adopted FY2017 Budget)
Account Number	421-4055-536.63-00, WS1106
Account Name	Infrastructure
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

On April 28, 2015, Connect Consulting, Inc. and the City of Palm Coast, Florida, executed RFQ-PW-U-15-12, Professional Hydrogeological Services for a three-year period effective April 28, 2015 through April 27, 2018. This contract may be renewed annually, at the City of Palm Coast's discretion, for a maximum of two (2) additional years.

RECOMMENDED MOTION:

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

Connect Consulting, Inc.

Headquarters
19505 NW 184th Terrace
High Springs, FL 32643
Office: 386.462.0781
Fax: 386.462.0059
Cell: 561.479.8031
Email: geichler@ix.netcom.com

Water Resource Consultants

August 26, 2016

Jack Walsh, P.E.
Utilities Director
City of Cocoa
351 Shearer Blvd.
Cocoa, FL 32922

Re: Fiscal Year 2017 Proposal
Wellfield Evaluation and Rehabilitation Services
City of Cocoa, Florida

Dear Mr. Walsh:

Connect Consulting, Inc. (CCI) is pleased to submit our proposal to assist the City of Cocoa (City) with the hydrogeologic evaluation, rehabilitation/repair and upgrade of selected Public Water Supply (PWS) wells in the City's well field. This project is designed to restore the yield of existing wells and increase the reliability of the well field to meet the current and future water demand. These services are a continuation of services provided to the City by CCI beginning in 2011. Specific tasks in this proposal have been developed with input and discussions with City staff.

Discussion

The City of Cocoa supplies water to customers in their service area from both ground and surface water sources. The surface water source consists of the Taylor Creek reservoir. The ground water sources consist of the Intermediate and Upper Floridan aquifers (UFA). Ground water is developed from a series of 48 wells, the first of which were constructed in the 1950's and are still in service today. In addition, the City has 10 Aquifer Storage and Recovery (ASR) wells. In summary, the 58 wells operated by the City consist of four (4) different types of wells as follows:

1. Screened gravel-packed wells completed into the Intermediate aquifer
2. Moderate yield, open hole wells completed into the UFA
3. High yield, open hole wells completed into the UFA
4. Aquifer Storage and Recovery(ASR) wells

PWS wells at Cocoa are permitted under the City's Consumptive Use Permit (No. 50245) issued by the St. Johns River Water Management District (SJRWMD) in November 2003. As with all PWS wells and well fields, individual wells have a life cycle. Given the cost of new wells, including well site acquisition, CUP/water allocation issues, ground water impacts, well head/raw water piping costs, power and remote operation issues, it is very cost effective to extend a well's life cycle by periodic evaluation and rehabilitation/repair or replacement.

Based on discussions with the City's water utility staff, it is our understanding that the City desires to conduct evaluations of and to rehabilitate, repair, or replace wells as needed, in order to restore and enhance the reliable, firm well field capacity. The first phase of this effort was directed towards the screened, gravel-packed wells known as the T-wells. This project was completed in 2011/2012.

The second phase conducted in 2012/2013 focused on evaluating and rehabilitating the seven (7) Martin Wells. In addition, CCI conducted evaluations on PWS wells 14, 15, and 22 in 2013/2014. Wells 16 and 17 were originally included in the Fiscal Year (FY) 2013 proposal and Purchase Order (PO) 60813, however, City staff requested CCI to evaluate and rehabilitate PWS well 22 which was out of service in lieu of evaluating wells 16 and 17 which were in service.

In 2014 under PO 63335, CCI evaluated PWS wells 1T, 4T, 7A, 17, and 20; conducted rehabilitation on well 1T, rehabilitation and modification of well 7A; limited rehabilitation (brushing of casings and/or raw hide development) on wells 17 and 20; and replacement of pumps in wells 17 and 20. In addition, CCI conducted an evaluation and installed a new vertical line shaft turbine pump in well 24 in September 2014 under PO 64266 after the existing well pump failed in late August 2014.

In 2015 under PO 64818, CCI conducted an evaluation on PWS well 18, pump repairs and/or replacement on PWS wells 18, 20, 24 and 25, and rehabilitation of wells 18 and 24. Additionally, CCI conducted a program to remove and re-install the submersible well pumps in 11 of the 14 T-wells currently in service to document the specific pump and motors in each of the wells.

In 2016 under PO 66901, CCI conducted hydrogeologic evaluations on PWS wells 12A and 16, and made pump and piping repairs to numerous wells including 2T, 3T, 12T, 12A, 39, and 41. CCI also conducted a valve replacement program on several key PWS wells including wells 20, 22, 23, 24 and 25. CCI conducted hydrogeologic well evaluations on two of the City's ASR wells, including R-2 and R-10. In addition, CCI conducted wellhead and pump service work on ASR wells R-8 and R-9 as part of a larger program associated with the ASR wells operated by the City. Lastly, CCI conducted a complete round of water quality sampling and analysis on 46 of 48 PWS wells as part of an overall evaluation of the well field water quality, primarily associated with increasing salinity and chloride levels in the UFA wells.

Approach and Scope of Work

The scope of work included in this proposal is a continuation of the wellfield evaluation and rehabilitation work and includes conducting evaluations on PWS wells; modification and/or rehabilitation of wells; pump repair/replacement; and other well-specific tasks identified by City staff during the FY as needed. The primary and typical services that we propose to conduct include the following:

<u>Evaluation of Public Water Supply Wells</u>

Wells 14 through 25 produce water from the UFA with rated capacities ranging from 1,800 to 2,400 gallons per minute (GPM). Wells 14 through 17 were installed in the early 1960's and are some of the oldest wells within the wellfield; wells 18 and 19 were installed in 1981. Wells 20 through 22 were installed in 1991, and wells 23 through 25 were installed in 1995.

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Table 1 lists the well construction details for wells 14 through 25. As noted, wells 19, 21, 23 & 25 have not been evaluated by CCI. CCI proposes to conduct evaluations on these four (4) wells which will provide updated reports/information on all of the City's largest (highest production) PWS wells (14 through 25). Access to some of these wells requires the removal of the metal roofing assembly. This will require a crane to remove the roof and also the well pump. In addition, City staff recommended CCI evaluate PWS well 3, one of the oldest UFA wells in the City's wellfield. In general, the evaluations will be conducted by setting a test pump and conducting static and pumped geophysical logs/TV survey. A specific capacity pumping test with field water quality sampling will be conducted at the same time.

Table 1 – PWS Well Construction Details (Wells 14 through 25)

Well ID	Year Installed	Casing Diameter (inches)	Casing Material	Casing Depth[1] (Ft. BLS)	Total Depth[1] (Ft. BLS)	Design Rate[1] (GPM)	Pumping Rate[1] (GPM)	Specific Capacity[1] (GPM/Ft.)
14	1962	12	Steel	252	761	1400	2153	55
15	1964	12	Steel	262	600[2]	2100	2292	350
16	1964	12	Steel	255	600	1800	2292	230
17	1964	12	Steel	252	600	1800	2292	230
18	1981	16	Steel	254	600	2200	1824	--
19	1982	16	Steel	254	600	1800	2220	--
20	1991	16	Steel	290	602	1800	2500	485
21	1991	16	Steel	294	603	1800	1912	101
22	1991	16	Steel	293	610[3]	1800	2333	433
23	1995	16	Steel	300	600	1755	2430	115
24	1995	16	Steel	310	600	1755	2430	365
25	1995	16	Steel	300	600	1755	2430	335

Notes: 1. Based on Cocoa Well and Pump Data Tables and 2013 USGS Annual report for the Cocoa wellfield
2. Back plugged from 702 feet to 600 feet in December 2000
3. Back Plugged from 610 feet to 548 feet in September 2013
Ft. BLS – Feet below Land Surface
Yellow – indicates well evaluation completed by CCI

The specific tasks include:

1. Remove and field inspect the pump, motor and column.
2. Conduct an evaluation of each well, including:
    a. Conduct static geophysical logs, including: caliper, electric (long and short normal resistance and self-potential), gamma ray, fluid resistivity, fluid temperature and fluid velocity.
    b. Conduct dynamic (pumped) geophysical logs, including: fluid resistivity, fluid temperature and fluid velocity.
    c. Conduct static and dynamic borehole video surveys of each well.
    d. Conduct a specific capacity pumping test on each well.
3. Perform pump repairs and or replacement (as needed and based on level of repair/available budget).
4. Re-install, adjust, flow-test the pump and disinfect the well.
5. Provide a summary memorandum of the results of the well evaluations and develop proposed recommendations for further work.

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Well Pump Evaluation, Repair, and Replacement

CCI will provide as-needed pump and motor service work on PWS wells. This may be in connection with the proposed well evaluations or as standalone tasks. The specific tasks associated with pump evaluation, repair, and/or replacement include:

1. Remove and field inspect the pump, motor and column.
2. Perform pump repairs and or replacement (as needed and based on level of repair vs. replacement).
3. Re-install, adjust, flow-test the pump and disinfect the well.
4. Provide a summary memorandum of the results of the well pump work and provide recommendations for further work.

Well Modification and/or Rehabilitation

Depending on the results of the well evaluations, modification and/or rehabilitation of a select number of wells have been included in this proposal. The specific wells to be modified and/or rehabilitated include wells evaluated in previous years and/or the wells proposed for evaluation in FY 2016.

Well modifications may include, back plugging of wells to address water quality concerns or installation of liner casings to repair or establish proper grout seal on the production casings. Well rehabilitation may include cleaning and redevelopment of well screens, chemical treatment, other well stimulation techniques, and re-development.

Removal of Well Pumps and Debris

This task includes providing labor, equipment and materials that may be required to remove a variety of debris inside the wells. Over the last several years, CCI has found debris in nearly 50% of the wells that we have worked on since 2011. Debris may include old pumps, old pump components, column pipe, cone strainers, wire, and other miscellaneous debris.

Bypass Valve/Flushing Pipeline Replacement

The City purchased pressure sustaining valves in FY 2016 for five (5) PWS wells, including wells 14, 17, 20, 22 and 25. This task includes furnishing labor and materials to replace and/or modify the bypass flushing piping by installing new pressure sustaining valves and extending the bypass piping to the edge of each well site.

Team

CCI will team with qualified and very experienced water well contractors and other specialty service providers such as TV survey and geophysical logging contractors, pump evaluation and repair vendors, and chemical suppliers as needed for each task/well as shown in **Table 3**. We have worked with each of these partners in the past and propose the following team:

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Table 3 - Teaming Partners

Service Provider	*Expertise*
AMPS, Inc.	Well Rehabilitation/Repairs
Freeman Well Drillers, Inc.	Well Rehabilitation/Repairs
Hausinger & Associates, Inc.	Well Rehabilitation/Repairs
Thompson Well & Pump, Inc.	Well Rehabilitation/Repairs
Ullrich's Pitcher Pump, Inc.	Well Rehabilitation/Repairs
Advanced Borehole Services, Inc.	TV Survey/Geophysical Logging
RM Baker, LLC	TV Survey/Geophysical Logging
Southern Resource Exploration, Inc.	Geophysical Logging
Dumont Chemical Co.	Chemicals/Additives
Flowserve Corporation	Pump Services
Coast Pump	Pump Services
Goulds Corporation	Pump Services

Cost

In general, the approaches outlined above apply to each well. However, the general protocol may be modified based on the results of the initial evaluations and/or other data. The geophysical logs/TV survey will provide well-specific information which may result in the modification of the approach as needed. Since we won't know exactly what steps are needed at each well, we have proposed to conduct this work on a well-specific basis.

It is our understanding that the City plans to continue utilizing (piggy-back) our current Hydrogeologic Services Contract which we hold with the City of Palm Coast, Florida. This contract, a copy of which has been provided to City staff, is a Task Order-type contract. Our labor rates for professional services contained in the Palm Coast contract are shown in labor rate table at the end of this proposal.

In addition, CCI and our teaming partners will be providing the necessary manpower, equipment, and materials needed to carry out the work efforts proposed for each well. Project-specific billing rates for these services are detailed in the rate tables included with this proposal.

In summary, our best estimate at this time, for overall costs the City can expect for this scope of work are listed in **Table 4**.

Table 4 - Projected Cost Summary for FY 2017 Work

Task	*Description*	*Projected Cost/Well*	*Projected Subtotal Cost*
1	PWS Well Evaluations 3, 19, 21, 23, & 25 (5 wells)	$22,000	$110,000
2	Well Modification/Rehabilitation (specific wells TBD)	$ TBD	$50,000
3	Pump Repairs/Replacement (as needed)	$ TBD	$50,000
4	Debris Removal (specific wells TBD)	$ TBD	$5,000
5	Bypass Valve and Piping Work 14, 17, 20, 22, 25 (5 wells)	$ 7,000	$35,000
	Total		**$250,000**

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For budgeting purposes, we have developed engineering estimates for various well rehabilitation tasks that may be used on the wells proposed for evaluation this FY based on the findings from the well evaluations. **Table 5** outlines the estimated costs for these well rehabilitation costs. Actual costs to perform the various services will be developed once a specific approach has been determined for each well.

Table 5 – Engineering Estimates for Potential Well Rehabilitation Services

Category	***Description***	***Estimated Cost/Well***
1	Well liner installation	$30,000
2	Well acidization	$30,000
3	Back Plugging (Mobilization & Cementing up to 80 LF)	$10,000

We appreciate the opportunity to provide these services to the City of Cocoa.

Please contact either of us if you have any questions.

Sincerely

Connect Consulting, Inc.

Gary E. Eichler
Gary E. Eichler, P.G.
Principal Hydrogeologist

David S. Robertson
David S. Robertson, P.G.
Senior Hydrogeologist

Cc: David Fisher, Cocoa
Troy Howell, Cocoa
Thomas Freeman, CCI

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Billing Rate Tables

Professional Labor Rates

Category	*Rate ($/hr.)*
Principal/IT Specialist	150
Principal/Sr. Hydrogeologist/Professional Geologist	150
Sr. Professional Engineer	130
Sr. Hydrogeologist/Ground Water Modeler	130
Field Professional Geologist/Engineer	120
Graphics Specialist	95
Junior Engineer/Geologist	95
Field Technician	95
Office Support	70

Service Provider Rates

Category	*Rate($)*	*Unit*
Licensed Well Driller	135	Hr.
Drillers Helper	56	Hr.
Geophysical Logging Services	3,500	Event
Borehole Video Survey Services	1,800	Event

Equipment Rates

Equipment	*Rate ($/day)*
Drill Rig (1500)	1700
Boom Truck	1200
Pump Hoist	1100
Welding Machine	1000
Air Compressor	1000
Jetting Rig	1500
Acid Surge Tank(s)	220
Light Tree	600
Support Trucks	600
Test Pump(50-200GPM)	350
Test Pump(200-500GPM)	875
Test Pump(>500GPM)	1250

Material Rates

Materials	*Rate ($/item)*
HCL w/ metal inhibitor	225/55 gal. drum
HCL w/o metal inhibitor	200/55-gal. drum
Sodium Hypochlorite	10.00/gal.
Calcium Hypochlorite (HTH)	10.00/lb.
Other Materials not Listed	Cost +10%

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CITY OF PALM COAST
CONTRACT WITH CONNECT CONSULTING, INC.
FOR PROFESSIONAL HYDROGEOLOGICAL SERVICES (RFQ-PW-U-15-12)

THIS CONTRACT made and entered into the 28th day of April, 2015 by and between the:

City of Palm Coast, Florida
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164

a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as the "CITY," and:

Connect Consulting, Inc.
19505 NW 184th Terrace
High Springs, Florida 32643

a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Contractor".

The CITY and the Contractor are collectively referred to herein as the "parties".

WITNESSETH:

WHEREAS, the CITY desires to retain the Contractor for the work identified in the Request for Qualifications and description of services outlined in Exhibit A; and

WHEREAS, the CITY desires to employ the Contractor for the performance to support the activities, programs, and projects of the CITY upon the terms and conditions hereinafter set forth, and the Contractor is desirous of performing and providing such services upon said terms and conditions; and

WHEREAS, the Contractor hereby warrants and represents to the CITY that it is competent and otherwise able to provide professional and high quality services to the CITY; and

WHEREAS, all submissions submitted by the Contractor in the Qualifications/RFP submitted to the CITY are hereby incorporated to the extent not inconsistent with the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

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SECTION 1: DEFINITIONS.

Ad valorem - In proportion to the estimated value of the goods taxed.

Contract – This document and all subsequent Work Orders between the CITY and CONTRACTOR. Each Exhibit, as identified below, even if not physically attached, shall be treated as if they were part of this Contract.

Billing Period – The period of time between project commencement to the close of the current period, (inclusive); or from the close of the previous billing period, (exclusive), to the close of the current period, usually concurrent with the month. In no case shall this period be less than one calendar month except for the final Billing Period.

Bona Fide - Made or carried out in good faith; sincere.

City – The City of Palm Coast, a municipal corporation of the State of Florida holding tax exempt status.

Contractor - To include all principals of the CONTRACTOR including, but not limited to, full and part time employees, professional or otherwise, and all other agents employed by or for CONTRACTOR to perform its obligations hereunder.

Description of Services - Shall be written in paragraph form reasonably describing those services the CITY can expect the CONTRACTOR to provide. The description shall be written in such a manner that the type of service is clearly provided, but broad enough that all services reasonably expected of the CONTRACTOR, including services provided by partners, subcontractors, and other supporting professionals, can be provided to the CITY.

Designated Representative – A person who administers, reviews, and coordinates the provision of services. This definition applies equally to the CITY and to the CONTRACTOR.

Force Majeure - Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Contract is beyond the control and without the fault or negligence of the party seeking relief under this Contract.

Law - Said phrase shall include statutes, codes, rules, and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

Pari Materia – of the same matter; on the same subject. Laws pari materia must be construed with reference to each other/together when related to the same matter or subject. The provisions of a Contract are to be construed together with no isolated construction of a particular provision such that it would defeat the overall intent of the Contract.

Submittals – Any item required by this Contract that the CONTRACTOR must provide the CITY either for inclusion as part of this Contract or not.

Type of Service – Professional Hydrogeological Services.

Work Order - A detailed description of quantities, services, and a completion schedule provided issued by the CITY on it's approved form which, on occasion, may contain documents published on CONTRACTOR letterhead describing all work associated with the service to be provided by the CONTRACTOR to the CITY for an agreed price referencing this Contract by title and date.

SECTION 2: CAPTIONS.

The Section headings and captions of this Contract are for convenience and reference only and in no way define, limit, describe the scope or intent of this Contract or any part thereof, or in any way affect this Contract or construe any provision of this Contract.

SECTION 3: EXTENT OF CONTRACT/INTEGRATION/AMENDMENT.

(a) This Contract, together with the Exhibits, constitutes the entire integrated Contract between the CITY and the CONTRACTOR and supersedes all prior written or oral understandings in connection therewith. This Contract, and all the terms and provisions contained herein, including without limitation the Exhibits attached, constitute the full and complete Contract between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence, and statements, whether written or oral.

(b) This Contract may only be amended, supplemented, or modified by a formal written amendment.

(c) Any alterations, amendments, deletions, or waivers of the provisions of this Contract shall be valid only when expressed in writing and duly signed by the parties.

(d) The Exhibits made part of this Contract are as follows:

Exhibit A -	Description of Services
Exhibit B -	Certificate of Liability Insurance
Exhibit C -	Draft City Work Order Form
Exhibit D -	ADA Form
Exhibit E -	Price Schedule
Exhibit F -	Business Tax Receipt – (City of Palm Coast)

SECTION 4: NO GENERAL CITY OBLIGATION.

(a) In no event shall any obligation of the CITY under this Contract be or constitute a general obligation or indebtedness of the CITY, a pledge of the ad valorem taxing power of the CITY or a general obligation or indebtedness of the CITY within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds.

(b) The CONTRACTOR shall not have the right to compel the exercise of the ad valorem taxing power of the CITY.

SECTION 5: CONTRACTOR UNDERSTANDING OF SERVICES REQUIRED.

(a) Execution of this Contract by the CONTRACTOR is a representation that the CONTRACTOR is familiar with local conditions and with the services to be performed. The CONTRACTOR shall make no claim for additional time or money based upon its failure to comply with this Contract. The CONTRACTOR has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the services and/or goods described in this Contract and to be identified in the Work Orders, and that it is well acquainted with the components that are properly and customarily included within such projects and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. Execution of a Work Order shall be an affirmative and irrefutable representation by the CONTRACTOR to the CITY that the CONTRACTOR is fully familiar with any and all requisite work conditions of the provisions of the services.

(b) The recitals herein are true and correct and form and constitute a material part of this Contract upon which the parties have relied.

(c) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent CONTRACTOR with respect to all services performed under this Contract.

(d) Persons employed by the CONTRACTOR in the provision and performance of the services and functions pursuant to this Contract shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY'S officers and employees either by operation of law or by the CITY.

SECTION 6: GENERAL PROVISIONS.

(a) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Contract, and that it has the legal authority to enter into this Contract, and to undertake all obligations imposed on it. The person(s) executing this Contract for the CONTRACTOR certifies/certify that he/she/they is/are authorized to bind the CONTRACTOR fully to the terms of this Contract.

(b) This Contract is for professional hydrogeological services needed for the CITY'S operations as set forth herein and as otherwise directed by the CITY to include all labor and materials that may be required.

(c) The CONTRACTOR acknowledges that the CITY may retain other Contractors to provide the same types of services for CITY projects. The CITY reserves the right to select which Contractor shall provide services for CITY projects.

(d) The CONTRACTOR acknowledges that the CITY has retained other Contractors and the coordination between said Contractors and the CONTRACTOR may be necessary from time to time for the successful completion of each Work Order. The

CONTRACTOR agrees to provide such coordination as necessary within the Scope of Services as contained in Section 12; Description of Services.

(e) The CONTRACTOR agrees to provide and ensure coordination between goods / services providers.

(f) Time is of the essence of the lawful performance of the duties and obligations contained in this Contract to include, but not be limited to, each Work Order. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Contract and each Work Order.

(g) CONTRACTOR shall maintain an adequate and competent staff or professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of each Work Order.

(h) Requirements for signing and sealing plans, reports, and documents prepared by the CONTRACTOR shall be governed by the laws and regulations of Flagler County and State Regulatory agencies.

(i) The CONTRACTOR hereby guarantees the CITY that all material, supplies, services, and equipment as listed on a Purchase Order meet the requirements, specifications, and standards as provided for under the Federal Occupations Safety and Health Act of 1970, from time to time amended and in force on the date hereof.

(j) No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the CITY.

SECTION 7: CODES AND DESIGN STANDARDS.

(a) All the services to be provided or performed by the CONTRACTOR shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any Federal, State, or local regulatory agencies.

(b) The CONTRACTOR shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Contract.

SECTION 8: SUBCONTRACTORS.

(a) Any CONTRACTOR proposed subcontractor shall be submitted to the CITY for written approval prior to the CONTRACTOR entering into a subcontract. Subcontractor information shall include, but not be limited to, State registrations, business address, occupational license tax proof of payment, and insurance certifications.

(b) The CONTRACTOR shall coordinate the provision of services and work product of any CITY approved subcontractor and remain fully responsible for such services and work under the terms of this Contract.

(c) Any subcontract shall be in writing and shall incorporate this Contract and require the subcontractors to assume performance of the CONTRACTOR duties commensurately with the CONTRACTOR'S duties to the CITY under this Contract, it being understood that nothing herein shall in any way relieve the CONTRACTOR from any of its duties under this Contract. The CONTRACTOR shall provide the CITY with executed copies of all subcontracts.

SECTION 9: ASSIGNABILITY.

The CONTRACTOR shall not sublet, assign, or transfer any interest in this Contract, or claims for the money due or to become due out of this Contract to a bank, trust company, or other financial institution without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

SECTION 10: COMMENCEMENT / IMPLEMENTATION SCHEDULE OF CONTRACT.

(a) The CONTRACTOR shall commence the provision of services as described in this Contract immediately upon execution of this Contract.

(b) The CONTRACTOR and the CITY agree to make every effort to adhere to the schedules established for the various Work Orders as described in each Work Order. However, if the CONTRACTOR is delayed at any time in the provision of services by any act or omission of the CITY, or of any employee of the CITY, or by any other CONTRACTOR employed by the CITY, or by changes ordered by the CITY, or by strikes, lock outs, fire, unusual delay in transportation, unavoidable casualties, or any other causes of Force Majeure not resulting from the inactions or actions of the CONTRACTOR and beyond the CONTRACTOR'S control which would not reasonably be expected to occur in connection with or during performance or provision of the services, or by delay authorized by the CITY pending a decision, or by any cause which the CITY shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. It is further expressly understood and agreed that the CONTRACTOR shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

SECTION 11: LENGTH OF CONTRACT.

(a) The term of this Contract is for a three (3) year period commencing on the date of full execution of this Contract by the parties.

(b) The CONTRACTOR services shall begin upon written notification to proceed by the CITY.

(c) CONTRACTOR services shall be on a work order basis and may include matters such as serving as an expert witness.

(d) Subsequent to the conclusion of the initial three (3) year term, this Contract may be renewed annually, at the City's discretion, for a maximum of two (2) additional years. Should the CITY wish to not have this Contract renewed for any year, the CITY shall provide written notice to the CONTRACTOR ninety (90) days prior to the ending date.

SECTION 12: DESCRIPTION OF SERVICES.

(a) The CONTRACTOR agrees to provide professional hydrogeological services. The Description of Services is further and more specifically outlined in Exhibit A.

(b) The CONTRACTOR shall diligently and in a professional and timely manner perform and provide the services outlined herein or as included in each subsequently entered Work Order. Unless modified in writing by the parties hereto, the duties of the CONTRACTOR shall not be construed to exceed the provision of the services pertaining to this Contract.

(c) The CITY and CONTRACTOR agree that there may be certain additional services required to be performed by the CONTRACTOR during the performance of the Work Orders that can not be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as a Change Order in accordance with Section 21. The Work Orders may contain additional instructions or provide specifications upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Contract.

SECTION 13: CONTRACTOR RESPONSIBILITIES.

(a) The CONTRACTOR shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by the CONTRACTOR under this Contract as well as the conduct of its staff, personnel, employees, and agents. The CONTRACTOR shall work closely with the CITY on all aspects of the provision of the services. With respect to services, the CONTRACTOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONTRACTOR under this Contract. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) The CONTRACTOR shall furnish a Contractor Designated Representative to administer, review, and coordinate the provision of services under this Contract and each Work Order.

(c) Neither CITY review, approval, or acceptance of, nor payment for, any of the services required under this Contract shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Contract. The CONTRACTOR shall be and shall remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONTRACTOR'S negligent or improper performance or failure to perform any of the services furnished under this Contract.

(d) The rights and remedies of the CONTRACTOR, provided for under this Contract, are in addition to any other rights and remedies provided by law.

(e) In the event the CONTRACTOR fails to comply with the terms and conditions of this Contract, the CITY shall notify the Contractor's Designated Representative in writing so that the CONTRACTOR may take remedial action.

(f) Time is of the essence in the performance of all services provided by the CONTRACTOR under the terms of this Contract and each and every Work Order.

(g) CONTRACTOR shall not hire/employ any independent contractors during the term of this Contract without the express written approval of the City.

SECTION 14: CITY RIGHTS AND RESPONSIBILITIES.

(a) The CITY shall reasonably cooperate with the CONTRACTOR in a timely fashion at no cost to the CONTRACTOR as set forth in this Section.

(b) The CITY shall furnish a City Designated Representative to administer, review, and coordinate the provision of services under each Work Order.

(c) The CITY shall make CITY personnel available where, in the CITY'S opinion, they are required and necessary to assist the CONTRACTOR. The availability and necessity of said personnel to assist the CONTRACTOR shall be determined solely at the discretion of the CITY.

(d) The CITY shall furnish the CONTRACTOR with existing data, records, maps, plans, specifications, reports, fiscal data, and other engineering information that is available in the CITY'S files that is necessary or useful to the CONTRACTOR for the performance of the Work. All such documents conveyed by the CITY shall be, and remain the property of, the CITY and shall be returned to the CITY upon completion of the Work to be performed by the CONTRACTOR.

(e) The CITY shall examine all CONTRACTOR reports, sketches, drawing, estimates, Qualifications, and other documents presented to the CITY and indicate the CITY'S approval or disapproval within a reasonable time so as not to materially delay the provisions of the services of the CONTRACTOR.

(f) The CITY shall provide access to and make provisions for the CONTRACTOR to enter upon public and private lands as required for the CONTRACTOR within a reasonable time to perform work as necessary to complete the Work Order.

(g) The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Contract.

(h) The CITY shall give written notice to the CONTRACTOR whenever the City Designated Representative knows of a development that affects the services provided and performed under this Contract, timing of the CONTRACTOR'S provision of services, or a defect or change necessary in the services of the CONTRACTOR.

(i) The rights and remedies of the CITY provided for under this Contract are in addition to any other rights and remedies provided by law; the CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Contract.

(j) The CITY shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Contract or the responsibilities of the CONTRACTOR in carrying out the duties and responsibilities deriving from this Contract.

(k) The failure of the CITY to insist in any instance upon the strict performance of any provision of this Contract, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

(l) Neither the CITY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Contract nor or any cause of action arising out of the performance of this Contract and the CONTRACTOR shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONTRACTOR'S negligent or wrongful provision or performance of any of the services furnished under this Contract.

(m) All deliverable analysis, reference data, survey data, plans and reports, or any other form of written instrument or document that may result from the Consultant's services or have been created during the course of the CONTRACTOR'S performance under this Contract shall become the property of the CITY after final payment is made to the CONTRACTOR.

(n) In the event the CITY fails to comply with the terms and conditions of this Contract, the CONTRACTOR shall notify the City's Designated Representative in writing so that the CITY may take remedial action.

SECTION 15: WAIVER.

The failure of the CITY to insist in any instance upon the strict performance of any provision of this Contract, or to exercise any right or privilege granted to the CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 16: FORCE MAJEURE.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure.

SECTION 17: STANDARDS OF CONDUCT.

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

(b) If the CITY determines that any employee or representative of the CONTRACTOR is not satisfactorily performing his or her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Contract, the CITY shall so notify the CONTRACTOR, in writing. The CONTRACTOR shall immediately remove such employee or representative of the CONTRACTOR from such assignment.

(c) The CONTRACTOR hereby certifies (in writing) that no undisclosed conflict of interest exists with respect to the Contract, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONTRACTOR, or any interest in property that the CONTRACTOR may have. The CONTRACTOR further certifies that any conflict of interest that arises during the term of this Contract shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Contract.

(d) The CONTRACTOR shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Contract or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(e) The CITY shall not intentionally award publicly-funded contracts to any CONTRACTOR who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. The CITY shall consider the employment by the CONTRACTOR of unauthorized aliens, a violation of Section 274A (e) of the INA. Such violation by the CONTRACTOR of the employment provisions contained in Section 274A (e) of the INA shall be grounds for immediate termination of this Contract by the CITY.

(f) The CONTRACTOR shall comply with the requirements of the Americans with Disabilities Act (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

(g) The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract or violate any laws pertaining to civil rights, equal protection, or discrimination.

(h) If the CONTRACTOR or an affiliate is placed on a discriminatory vendor list, such action may result in termination by the City. The CONTRACTOR shall certify, upon request by the CITY that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

(i) If the CONTRACTOR or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination by the CITY. The CONTRACTOR shall certify, upon request by the CITY, that is qualified to submit a bid under Section 287.133, Public Entity Crime, (2)(a), Florida Statutes.

(j) The CONTRACTOR shall certify, upon request by the CITY, that the CONTRACTOR maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.

(k) The CONTRACTOR agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the services provided to the City. The CONTRACTOR agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment safety, environmental and health laws.

(l) If applicable, in accordance with Section 216.347, Florida Statutes, the CONTRACTOR shall not use funds provided by this Contract for the purpose of lobbying the Legislature, the Judicial Branch, or State Agency.

(m) The CONTRACTOR shall not publish any documents or release information regarding this Contract to the media without prior approval of the CITY.

(n) The CONTRACTOR shall ensure that all services are provided to the CITY after the CONTRACTOR has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.

(o) The CONTRACTOR shall ensure that all taxes due from the CONTRACTOR are paid in a timely and complete manner including, but not limited to, occupational license tax.

SECTION 18: NOTICES.

(a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(b) For the present, the parties designate the following as the representative places for giving of notice, to-wit:

(1) For the City:

City Manager
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164

(2) For the Contractor:

Gary E. Eichler
Vice President
19505 NW 184th Terrace
High Springs, Florida 32643
561-479-8031
geichler@ix.netcom.com

(c) Written notice requirements of this Contract shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONTRACTOR agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice, or any other grounds as a substitute for the failure of the CONTRACTOR to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Contract.

SECTION 19: DESIGNATED REPRESENTATIVES.

(a) The City Manager, or his designated representative, represents the CITY in all matters pertaining to and arising from the work and the performance of this Contract.

(b) The City Manager or his designated representative shall have the following responsibilities:

(1) Examination of all work and rendering, in writing, decisions indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the CONTRACTOR;

(2) Transmission of instructions, receipt of information, and interpretation and definition of CITY'S policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Contract;

(3) Giving prompt written notice to the CONTRACTOR whenever the CITY knows of a defect or change necessary in the project; and

(c) Until further written notice, the City's Designated Representative for this Contract is:

City Manager
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164
Telephone Number: (386) 986-3700

(d) Prior to start of any work under this Contract, the CONTRACTOR shall submit to the CITY detailed resumes of key professional personnel that will be involved in performing services described in the work. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time hereafter that the CONTRACTOR desires to change key professional personnel in an active assignment, it shall submit the Qualifications of the new professional personnel to

the CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.

(e) Until further written notice, the Contractor's Designated Representative for this Contract is:

Gary E. Eichler
Vice President
19505 NW 184th Terrace
High Springs, Florida 32643
561-479-8031
geichler@ix.netcom.com

SECTION 20: WORK ORDERS.

(a) The provision of services to be performed under this Contract may commence immediately upon the execution of this Contract or a Work Order as directed and determined by the CITY. Services to be provided by the CONTRACTOR to the CITY shall be negotiated between the CONTRACTOR and the CITY. Each Work Order shall reference this Contract by title and date, include a detailed description of quantities, services, and a completion schedule, and will be provided on CONTRACTOR letterhead. Services described in said Work Order will commence upon the issuance of a CITY Notice-To-Proceed.

(b) If the services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The CONTRACTOR shall perform all services required by the Work Order but in no event shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated therein.

(c) The CONTRACTOR and the CITY agree to make every effort to adhere to the schedule established for the various Work Orders described in the Work Order.

(d) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, the CONTRACTOR shall perform all work required by the Work Order; but in no event shall the CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(e) For Work Orders issued on a "Fixed Fee Basis," the CONTRACTOR may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(f) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONTRACTOR may invoice the amount due for actual work hours performed; but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(g) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes. If the CITY determines that work is substantially complete and the amount retained, if any, is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(h) For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CONTRACTOR may invoice the amount due for services actually performed and completed. The CITY shall pay the CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

SECTION 21: CHANGE ORDERS.

(a) The CITY may revise the Description of Services set forth in any particular Work Order.

(b) Revisions to any Work Order shall be authorized in writing by the CITY as a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Contract and the appropriate Work Order number. The Change Orders may contain additional instructions or provisions specific upon certain aspects of this Contract pertinent to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Contract. An Contract between the parties on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the CONTRACTOR schedule.

(c) If instructed by the CITY, the CONTRACTOR shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONTRACTOR, the CONTRACTOR may be entitled to additional compensation. The CONTRACTOR must submit for CITY approval a revised Qualification with a revised fee quotation. Additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the work by Change Order to the Work Order.

SECTION 22: COMPENSATION.

(a) Compensation to the CONTRACTOR for the services performed on each Work Order shall be as set forth the Work Order/Change Order.

(b) The CITY shall not pay for reimbursable items such as gas, tolls, mileage, meals, etc. and other items not directly attributable to items produced for each Work Order.

(c) Work performed by the CONTRACTOR without written approval by the City's Designated Representative shall not be compensated. Any work performed by the CONTRACTOR without approval by the CITY is performed at the CONTRACTOR'S own election.

(d) In the event the CITY fails to provide compensation under the terms and conditions of this Contract, the CONTRACTOR shall notify the City's Designated Representative in order that the CITY may take remedial action.

(e) Pricing has been calculated based on the current prices for the goods and/or services that are the subject of. However, the market for the goods and/or services that pertain to this Contract may be volatile on the basis of fuel costs and sudden and substantial price increases could occur. The CONTRACTOR agrees to use its best efforts to obtain the lowest possible prices from fuel suppliers, but should there be a substantial and prejudicial increase in fuel prices for fuel that is purchased after execution of this Contract which fuel prices directly and materially relate to the pricing of the goods and/or services provided for in this Contract, the CITY agrees, upon written request from the CONTRACTOR, to consider a reasonable adjustment to the prices set forth in this Contract based upon the following index: Engineering News Record, Construction Cost Index, etc.. Any claim by the CONTRACTOR for a price increase, as provided above, shall state, with specificity, the increased cost, the product in question, and the source of supply, and shall be supported by invoices or bills of sale and such other information as may be required by the CITY. Only one (1) such request from the CONTRACTOR will be considered in each calendar year period. The decision of the CITY shall be final and non-appealable.

(f) Expiration of the term of this Contract shall have no effect upon purchase orders/work orders issued pursuant to this Contract and prior to the expiration date.

SECTION 23: INVOICE PROCESS.

(a) Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONTRACTOR shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing all services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number and all other information required by this Contract.

(b) Invoices which are in an acceptable form to the CITY and without disputable items will be processed for payment within thirty days of receipt by the CITY.

(c) The CONTRACTOR will be notified of any disputable items contained in invoices submitted by the CONTRACTOR within fifteen days of receipt by the CITY with an explanation of the deficiencies.

(d) The CITY and the CONTRACTOR will make every effort to resolve all disputable items contained in the CONTRACTOR'S invoices.

(e) Each invoice shall reference this Contract, the appropriate Work Order and Change Order, if applicable, and the billing period.

(f) The Florida Prompt Payment Act shall apply when applicable.

(g) Invoices are to be forwarded directly to:

Finance Director
City Hall
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164

SECTION 24: TERMINATION OF CONTRACT.

(a) The CITY may terminate this Contract or any Work Order for convenience at any time for one or more of the reasons as follows:

(1) If, in the CITY'S opinion, adequate progress under a Work Order is not being made by the CONTRACTOR; or

(2) If, in the CITY'S opinion, the quality of the services provided by the CONTRACTOR is/are not in conformance with commonly accepted professional standards, standards of the CITY, the requirements of Federal or State regulatory agencies, and the CONTRACTOR has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or

(3) The CONTRACTOR or any employee or agent of the CONTRACTOR is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the CONTRACTOR; or

(4) The CONTRACTOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5) The CONTRACTOR violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

(b) In the event of any of the causes described in this Section, the City's Designated Representative may send a certified letter requesting that the CONTRACTOR show cause why the Contract or any Work Order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within fourteen calendar days of the receipt of the letter, the CITY may consider the CONTRACTOR to be in default, and may immediately terminate this Contract or any Work Order in progress under this Contract.

(c) In the event that this Contract or a Work Order is terminated for cause and it is later determined that the cause does not exist, then this Contract or the Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Contract without any recourse by the CONTRACTOR.

SECTION 25: TERMINATION BY CONTRACTOR FOR CAUSE.

(a) The CONTRACTOR may terminate this Contract if:

(1) The CITY materially fails to meet its obligations and responsibilities as contained in Section 14; City Rights and Responsibilities; or

(2) The CITY fails to pay the CONTRACTOR in accordance with this Contract.

(b) In the event of either of the causes described in Subsection (a), the CONTRACTOR shall send a certified letter requesting that the CITY show cause why the Contract should not be terminated. If adequate assurances are not given to the CONTRACTOR within fourteen calendar days of the receipt of said show cause notice, the CONTRACTOR may consider the CITY to be in default, and may immediately terminate this Contract.

SECTION 26: TERMINATION BY THE CITY WITHOUT CAUSE.

(a) Notwithstanding any other provision of this Contract, the CITY shall have the right at any time to terminate this Contract in its entirely without cause, or terminate any specific Work Order without cause, if such termination is deemed by the CITY to be in the public interest, provided that thirty calendar days prior written notice is given to the CONTRACTOR of the CITY'S intent to terminate.

(b) In the event that this Contract is terminated, the CITY shall identify any specific Work Order(s) being terminated and the specific Work Order(s) to be continued to completion pursuant to the provisions of this Contract.

(c) This Contract will remain in full force and effect as to all authorized Purchase Order(s)/Work Order(s) that is/are to be continued to completion.

SECTION 27: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Contract or any Work Order is terminated or canceled prior to final completion payment for the unpaid portion of the services provided by the CONTRACTOR to the date of termination and any additional services shall be paid to the CONTRACTOR.

SECTION 28: ACTION FOLLOWING TERMINATION.

Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue the provision of all services, unless the notice provides otherwise.

SECTION 29: SUSPENSION.

(a) The performance or provision of the CONTRACTOR services under any Work Order under this Contract may be suspended by the CITY at any time.

(b) In the event the CITY suspends the performance or provision of the CONTRACTOR'S services hereunder, the CITY shall so notify the CONTRACTOR in writing. Such suspension becoming effective upon the date stated in the notice. The CITY shall pay to the CONTRACTOR within thirty days all compensation which has become due to and payable to the CONTRACTOR to the effective date of such

suspension. The CITY shall thereafter have no further obligation for payment to the CONTRACTOR for the suspended provision of services unless and until the City's designated representative notifies the CONTRACTOR in writing that the provision of the services of the CONTRACTOR called for hereunder are to be resumed by the CONTRACTOR.

(c) Upon receipt of written notice from the CITY that the CONTRACTOR'S provision of services hereunder are to be resumed, the CONTRACTOR shall continue to provide the services to the CITY.

SECTION 30: ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Contract, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.

(b) The CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONTRACTOR had knowledge and failed to present during the CITY procedures.

(c) In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 31: SEVERABILITY.

(a) If any term, provision or condition contained in this Contract shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Contract shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(b) All provisions of this Contract shall be read and applied in Pari Materia with all other provisions hereof.

(c) Violation of this Contract by the CONTRACTOR is recognized by the parties to constitute irreparable harm to the CITY.

SECTION 32: CONTROLLING LAWS/VENUE / INTERPRETATION.

(a) This Contract is to be governed by the laws of the State of Florida.

(b) Venue for any legal proceeding related to this Contract shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

(c) This Contract is the result of bona fide arms length negotiations between the CITY and the CONTRACTOR and all parties have contributed substantially and materially to the preparation of the Contract. Accordingly, this Contract shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 33: INDEMNITY.

(a) CONTRACTOR shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of the Contract.

(b) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.

(c) In claims against any person or entity indemnified under this Section by an employee of the CONTRACTOR or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

(d) The execution of this Contract by the CONTRACTOR shall obligate the CONTRACTOR to comply with the indemnification provision in this Contract; however, the CONTRACTOR must also comply with the provisions of this Contract relating to insurance coverages.

(e) The CITY acknowledges and agrees that this contract is subject to section 558.0035, Florida Statutes which provides that individual design professionals employed by the engineer or an agent of the engineer may not be individually liable for economic damages resulting from negligence occurring within the course and scope of professional services performed in accordance with the terms and conditions of this agreement provided certain statutory conditions are satisfied.

SECTION 34: INSURANCE.

(a) The CONTRACTOR shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the CITY and with only such terms and conditions as may be acceptable to the CITY:

(1) Workers Compensation/Employer Liability: The CONTRACTOR shall provide Worker Compensation insurance for all employees engaged in the work under this Contract in accordance with the laws of the State of Florida. Employers' Liability Insurance at limits not less than the following:

$500,000 Each Accident
$500,000 Disease Each Employee
$500,000 Disease (Policy Limit)

(2) Comprehensive General Liability: The CONTRACTOR shall provide coverage for all operations including, but not limited to, contractual, independent CONTRACTOR, products and complete operations and personal injury with limits not less than the following:

$1,000,000 Bodily Injury & Property Damage - each occurrence
$2,000,000 General Aggregate

(3) Comprehensive Business Automobile Liability: The CONTRACTOR shall provide complete coverage with a combined single limit of not less than $1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

(4) Professional Liability: The Contractor shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of $1,000,000 CSL or its equivalent, with a combined single limit of not less than $1,000,000, protecting the Contractor against claims of the City for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the Contractor.

(5) Other Required Insurance Coverage: Where unusual operations are necessary to complete the work, such as use of aircraft or watercraft, use of explosives, and any high risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the CITY which may, thereupon, required additional insurance coverage's.

(b) All insurance other than Workers Compensation and Professional Liability that must be maintained by the CONTRACTOR shall specifically include the CITY as an additional insured. All insurance minimum coverage's extend to any subcontractor, and the CONTRACTOR shall be responsible for all subcontractors.

(c) The CONTRACTOR shall provide Certificates of Insurance to the CITY evidencing that all such insurance is in effect prior to the issuance of the first Work Order under this Contract. These Certificates of Insurance shall become part of this Contract. Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR'S full responsibility for performance of any obligation including the CONTRACTOR'S indemnification of the CITY under this Contract. If, during the period which an insurance company is providing the insurance coverage required by this Contract, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, Florida Statutes, or (3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Contract. Until such time as the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the CITY, the CONTRACTOR shall be deemed to be in default of this Contract.

(d) The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty days prior notice will be given to the City by submission of a new Certificate of Insurance.

(g) The CONTRACTOR shall provide Certificate of Insurance directly to the City's Designated Representative. The certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification required by this Contract.

(f) Nothing in this Contract or any action relating to this Contract shall be construed as the CITY waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

(g) The CITY shall not be obligated or liable under the terms of this Contract to any party other than the CONTRACTOR. There are no third party beneficiaries to this Contract.

(h) The CONTRACTOR is an independent Contractor and not an agent, representative, or employee of the CITY. The CITY shall have no liability except as specifically provided in this Contract.

(i) All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the CITY.

SECTION 35: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION.

The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONTRACTOR, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto.

SECTION 36: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.

(a) The CONTRACTOR shall maintain books, records, documents, time and costs accounts, and other evidence directly related to its provision or performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

(b) The CONTRACTOR shall maintain and allow access to the records required under this Section for a minimum period of five years after the completion of the provision or performance services under this Contract and date of final payment for said services, or date of termination of this Contract.

(c) The City reserves the right to unilaterally terminate this Contract if the CONTRACTOR refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and other applicable law, and made or received by the CONTRACTOR in conjunction, in any way, with this Contract.

(d) The CITY may perform, or cause to have performed, an audit of the records of the CONTRACTOR before or after final payment to support final payment under any Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONTRACTOR and the CITY subsequent to the close of the final fiscal period in which services are provided or performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as required by this Section.

(e) In addition to the above, if Federal, State, County, or other entity funds are used for any services under this Contract, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, City of Palm Coast, or the County of Flagler, or any representative, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to services provided or performed under this Contract for purposes of making audit, examination, excerpts, and transcriptions.

(f) In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Contract, the CONTRACTOR shall refund such overpayment to the CITY within thirty days of notice by the CITY of the request for the refund.

(g) The CONTRACTOR agrees to fully comply with all State laws relating to public records.

(h) The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

SECTION 37: COUNTERPARTS.

This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

SECTION 38: SUBMITTALS.

The following are items the CONTRACTOR must submit to the CITY as stated in this Contract:

1 Description of Services; Section 12.
2 Worker compensation insurance for all employees; Section 34, Paragraph (a) (1)
3 Certificates of Liability Insurance; Section 34, Paragraph (c)
4 American with Disabilities Act; Section 17, Paragraph (f)
5 Price Schedule
6 Business Tax Receipt (If applicable)

This Contract describes each item listed above in detail. All provided to the CITY must be accurate and updated certifying the CONTRACTOR is proceeding correctly.

SECTION 39: EXHIBITS.

Each Exhibit referred to and attached to this Contract is an essential part of this Contract. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Contract.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.

ATTEST/WITNESS:

By: X _____

Date: 4/20/2015

CONNECT CONSULTING, INC.

By: X Barbara J Britt
Authorized Corporate Officer

Date: 4-20-2015

ATTEST:

By: Virginia A Smith
Virginia Smith, City Clerk

Date: 4/28/15

CITY OF PALM COAST

By: _____
Jim Landon, City Manager

Date: 4/28/15

Approved by (Signature and date):

4/8/15
4/8/15
4/28/15
4/7/15

Responsible Department Director
City Finance
PCMD
City Attorney

EXHIBIT A
Description/Scope of Services

The City requires professional hydrogeological services related to water supply planning and development, Water/Consumptive Use Permitting, monitoring data evaluation, permit compliance monitoring and any other related assignments that the City requests. Also included under this contract are professional hydrogeological and construction oversight services and turn-key design/construction services to permit, design/construct, and/or repair and test new and existing wells and associated well head appurtenances and pumps. Professional services may include, but shall not be limited to, the following areas:

1. Water Supply
   - A. Water source development
   - B. Supply and monitoring well design and construction
   - C. Supply well, aquifer performance tests
   - D. Water quality analysis and evaluation
   - E. Potable and Non-Potable ASR
   - F. Supply well repairs and rehabilitation (for both confined surficial, gravel pack screen wells and open hole, upper Floridan wells)

2. General Utility
   - A. Emergency well field power
   - B. Ordinance review and development
   - C. Grants and other financial opportunities related to water supply

3. Permitting
   - A. Consumptive Use Permit
   - B. DEP Operating Permits
   - C. SJRWMD Permitting
   - D. Reuse Permitting
   - E. ASR/DIW permitting
   - F. Operation and Maintenance Performance Reports
   - G. County/local Permitting

4. Construction Administration
   - A. Pre-construction conferences
   - B. Shop drawing reviews
   - C. Change Order development
   - D. Testing process
   - E. Construction observation
   - F. Certification process
   - G. Record Drawing development

Work will be awarded on a project by project basis consistent with the CCNA provisions that may include any or all of the previously stated services not specifically mentioned. Proposers may hire sub-consultants to be used for portions of the required services; however, the proposer

shall be responsible for all the work performed. The contract amount for services on any single project or task order will not exceed the limit set forth by Statute, and will comply with CCNA provisions relating to continuing contracts and will strictly follow the City Purchasing Policy. All agreement(s) shall be governed by and construed in accordance with the laws of the State of Florida

EXHIBIT B
Certificate of Liability

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/20/2015

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

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

PRODUCER

Michael J Hall & Company
A&E Professional Insurance Program Inc
19660 10th Ave NE
Poulsbo WA 98370

CONTACT NAME: Michael J Hall & Company
PHONE (A/C, No, Ext): 360-598-3700 FAX (A/C, No):
E-MAIL ADDRESS: certificates@hallandcompany.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Insurance Company	29424
INSURER B : The Travelers Indemnity Company of	25682
INSURER C : Travelers Property Casuality Compan	25674
INSURER D : Underwriters at Lloyd's, London	15792
INSURER E :	
INSURER F :	

INSURED

467
Connect Consulting Inc
19505 NW 184th Terrace
High Springs FL 32643

COVERAGES CERTIFICATE NUMBER: 1082103893 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			52SBMNL0852	9/28/2014	9/28/2015		
	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	X OCP/XCU/BFPD						MED EXP (Any one person)	$10,000
	X Separation Insds						PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
								$
B	AUTOMOBILE LIABILITY			BA9715R297	9/28/2014	9/28/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			52SBMNL0852	9/28/2014	9/28/2015	EACH OCCURRENCE	$4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$4,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB7603Y312	9/28/2014	9/28/2015	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional Liab: Claims Made			1125353093/014	9/28/2014	9/28/2015	$1,000,000 Per Claim $1,000,000 Aggregate	

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

Certificate Holder(s) is/are an Additional Insured on the Commercial General Liability and Auto Liability when required by written contract or agreement regarding activities by or on behalf of the Named Insured. The Commercial General Liability insurance is primary insurance and any other insurance maintained by the Additional Insured shall be excess only and non-contributing with this insurance. A waiver of subrogation applies to the Commercial General Liability, Auto Liability, Umbrella / Excess Liability and Workers Compensation / Employers Liability in favor of the Additional Insured.

CERTIFICATE HOLDER

City of Palm Coast, FL
160 Cypress Point Parkway #B-106
Palm Coast FL 32164

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Ashley L Hall

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(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

A. PERSONAL EFFECTS COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

Personal Effects Coverage

We will pay up to $400 for "loss" to wearing apparel and other personal effects which are:

(1) owned by an "insured"; and

(2) in or on your covered "auto";

in the event of a total theft "loss" of your covered "auto".

No deductibles apply to Personal Effects Coverage.

B. AUTO LOAN LEASE GAP COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

(1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

(a) Overdue lease/loan payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases.

C. COVERAGE EXTENSION – AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT NOT DESIGNED SOLELY FOR THE PRODUCTION OF SOUND

SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions, exception paragraph **a.** to exclusions **4.c** & **4.d** is deleted and replaced with the following:

a. Equipment and accessories used with such equipment, except tapes, records or discs, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

D. WAIVER OF DEDUCTIBLE – GLASS

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies under Specified Causes of Loss or Comprehensive coverage for "loss" to glass used in the windshield.

E. HIRED AUTO PHYSICAL DAMAGE COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

Hired Auto Physical Damage Coverage Extension

If hired "autos" are covered "autos" for Liability Coverage and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

Includes the copyrighted material of Insurance Services Office, Inc. with its permission.
Includes the copyrighted material of The Travelers Companies, Inc.

POLICY NUMBER: BA-9715R297-14-GRP

COMMERCIAL AUTO
ISSUE DATE: 07-29-14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

SCHEDULED PERSONS OR ORGANIZATIONS

AS PER LIST ON FILE WITH AGENT
ALL OPERATIONS

PROVISIONS

A. The following is added to Paragraph **c.** in **A. 1., Who Is An Insured**, of **SECTION II-LIABILITY COVERAGE**:

Any person or organization shown above who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. The following is added to Paragraph **5., Other Insurance**, in **B. General Conditions** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that scheduled person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00)-01

POLICY NUMBER: (XAUB-7603Y31-2-14)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE NAMED INSURED
HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS
TO FURNISH THIS WAIVER.

DATE OF ISSUE: 07-23-14 ST ASSIGN:

EXHIBIT C
DRAFT
WORK ORDER FORM

WORK ORDER-SERVICES#_____

Encumbrance PO Number: _____

City of Palm Coast (Buyer)

Resolution #:_____

Vendor Name:	**Date:**
Address:	**Bid #:**
City, State & Zip:	**Project:** **Council Approval Date:**

Budgeted/Existing: _____ **New:** _____ **Continuing Service:**_____

Mail Invoices in duplicate to:

City of Palm Coast

_____ **Total Cost: $**_____

_____

Palm Coast, Florida 321___

ATTACHMENTS TO THIS WORK ORDER:

( ) Description of Services
( ) Drawings/Plans/Specifications
( ) Special Conditions
( ) Rate Schedule

METHOD OF COMPENSATION:

( ) Fixed Fee Basis
( ) Not To Exceed
( ) Unit Price

TIME FOR COMPLETION: The obligation of the Vendor to provide services to the City shall commence upon execution of this Work Order (WO) by the parties and services shall be completed by _____. Failure to meet the completion date may be grounds for termination of this WO and the underlying contract for default. Time is of the essence.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this_____day of _____, 20___, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE CITY)

ATTEST:

_____

_____
, Attesting Officer

Date:_____

WITNESSES:

_____

Vendor

Officer with Corporate Signatory Authority

Department Head approved RAP on _____.

CITY OF PALM COAST

Authorized Signatory

WORK ORDERS
TERMS AND CONDITIONS

- Execution of this Work Order (WO) by the City shall serve as authorization for the Vendor to provide for the stated services as set out in this WO. It is expressly understood by the Vendor that this WO, until executed by the City, does not authorize the Vendor to perform any services for the City.

- This WO shall take effect on the date of its execution by the City and expires upon final completion, inspection and payment unless terminated earlier in accordance with the termination provisions herein. The Vendor shall sign this WO first and the City second. This WO will be forwarded to the Vendor upon execution by the City.

- The Vendor shall provide services pursuant to this WO, its attachments, and the underlying Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety. In the event that the terms and conditions of this WO are inconsistent with the terms and conditions of an underlying contract which is implemented, in whole or part, by this WO; then the terms and conditions of the underlying contract shall apply.

- Compensation is based on the method indicated on the first page of this WO.

- Payments to the Vendor shall be made by the City in strict accordance with the payment terms and conditions listed below or in the underlying contract.

- By accepting this WO, the Vendor accepts all the terms and conditions included herein.

- The City reserves the right, without liability of any type, to cancel this WO as to any services not yet performed or tendered, and to purchase substitute services and to charge the Vendor for any loss incurred.

- The City may cancel this WO, any outstanding services hereunder, or reschedule in whole or in part, for cause or no cause, upon written notice to the Vendor sent at least fourteen (14) days prior to the completion date specified. The City may cancel this WO in whole or in part at any time for default by written notice to the Vendor.

- The City shall have no liability to the Vendor beyond payment of any balance owing for services completed hereunder and accepted by the City prior to the Vendor's receipt of the notice of termination.

- Prices stated on this WO are firm, all inclusive and consistent with applicable negotiations, bid(s) and/or quotations. The City is exempt from the Florida sales and use taxes and will furnish the Vendor with proof of tax exemption upon written request.

- The City reserves the right to conduct any inspection or investigation to verify compliance of the services with the requirements of this purchase and to reject any delivery not in compliance and, if the deficiency is not visible at the time of acceptance, to take and require appropriate corrective action.

- The Vendor agrees to comply with all Federal, State of Florida, Flagler County and City laws, ordinances, regulations, authority and codes and authority having jurisdiction over the purchase.

This WO shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida.

- The Vendor shall indemnify, hold harmless, and defend the CITY, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of or resulting from the performance or provision for services required under this Agreement, including damage to persons or property, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of CONTRACTOR, its agents, servants, officers, officials, employees, or subcontractors. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statues.

- The Vendor shall not assign this WO, any rights under this WO or any monies due or to become due hereunder, nor delegate or subcontract any obligations or work hereunder without the prior written consent of the City.

- The Vendor shall perform the obligations of this WO as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

- The Vendor ensures that its personnel shall comply with reasonable conduct guidelines and City policies and procedures. A person or affiliate who has been placed on the convicted vendor list may not submit a bid or transact business with the City in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. In compliance with 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (INA)], the City will not intentionally make an award or upon discovery of a violation will unilaterally cancel this WO with any vendor who knowingly employs unauthorized alien workers.

- If this WO involves the Vendor's performance on the City's premises or at any place where the City conducts operations, the Vendor shall request information from the Purchasing Manager regarding insurance coverage requirements. Noncompliance with this item shall place the Vendor in default and subject to disbarment from the City's Vendor List.

- The failure of the City to enforce any provision of this WO, exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

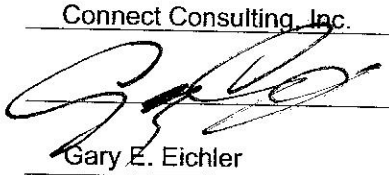
EXHIBIT D
ADA Form

Americans with Disabilities Act Affidavit

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the City.

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Contract for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the City, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR: Connect Consulting, Inc.

Signature: 

Printed Name: Gary E. Eichler

Title: Vice President

Date: February 16, 2015

Affix Corporate Seal

STATE OF FLORIDA)
) ss
COUNTY OF Alachua)

The foregoing instrument was acknowledged before me this 17 day of Feb., 2015, by Gary Eichler of Connect Consulting, Inc. firm), on behalf of the firm. He/She is personally known to me or has produced FLDL identification.

Jennifer W. Thompson
Print name Jennifer Thompson
Notary Public in and for the County and State Aforementioned

JENNIFER W. THOMPSON
MY COMMISSION # FF 105340
EXPIRES: March 23, 2018
Bonded Thru Notary Public Underwriters

My commission expires: 3.23.18

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

EXHIBIT E
Price Schedule

EXHIBIT E
Price Schedule

Connect Consulting, Inc.
19505 NW 184th Terrace
High Springs, FL 32643
Hydrogeological Services
RFQ-PW-U-15-12

2015 Billing Rates

Category	Rate ($/hr.)
Principal/IT Specialist	150
Principal/Sr. Hydrogeologist/Professional Geologist	150
Sr. Professional Engineer	130
Sr. Hydrogeologist/Ground Water Modeler	130
Field Professional Geologist/Engineer	120
Graphics Specialist	95
Junior Engineer/Geologist	95
Field Technician/Well Inspector	95
Office Support	70

Note: 5% escalation factor per year on labor rates

EXHIBIT F
Business Tax Receipt (If Applicable)

State of Florida
Department of State

I certify from the records of this office that CONNECT CONSULTING, INC. is a corporation organized under the laws of the State of Florida, filed on January 22, 1996.

The document number of this corporation is P96000007973.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on January 10, 2015, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Tenth day of January, 2015



Ken Detzner

Secretary of State

Authentication ID: CC2490628079

To authenticate this certificate,visit the following site,enter this ID, and then follow the instructions displayed.

https://efile.sunbiz.org/certauthver.html

MISTAKES IN PROPOSAL: Proposers are expected to examine the terms and conditions, specifications, delivery schedule, prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at Proposer's risk. In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Proposer's total offer will be corrected accordingly. RFQ submittals having erasures or corrections must be initialed in ink by the Proposer.

DISPROPOSAL OF PROPOSER: More than one RFQ submittal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one RFQ submittal will be cause for rejection of all RFQ submittals in which such Proposers are believed to be involved. Any or all RFQ submittals will be rejected if there is reason to believe that collusion exists between Proposers. RFQ submittals in which the prices obviously are unbalanced will be subject to rejection.

QUANTITIES: The City shall not be held to any maximum or minimum purchase quantities as a result of this solicitation and/or resulting contract. The City reserves the right to purchase any, all or none of its requirements from vendors awarded a contract as a result of this Request for Qualifications. All quantities as shown are approximate and no guarantee is made that any materials will be purchased.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this RFQ prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing & Contracts Management Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PATENTS AND COPYRIGHTS: The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Board Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such a claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the RFQ submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES: All Proposers submitting a response to this Request for Qualifications agree that such response also constitutes an RFQ submittal to all governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this RFQ submittal, should the Proposer feel it is in their best interest to do so.

Each governmental agency desiring to accept these RFQ submittals, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this RFQ.

This agreement in no way restricts or interferes with the right of any governmental agency to Re-Request for Qualifications any or all items.

Legislation Details (With Text)

File #:	16-406	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	9/7/2016			**In control:**	City Council
On agenda:	9/27/2016			**Final action:**	
Title:	To Approve Task Order 2017-76 with CH2M Hill Engineers, Inc. for SCADA Support for Routine Maintenance and On-call Services of the Wonderware Archestra SCADA System. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-UT-CH2M Hill 2017-76 - $175,000 T.O. 2017-76 - Proposal				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 7, 2016
Agenda Date: September 27, 2016
Prepared By: David Fisher, Dyal WTP Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2017-76 with CH2M Hill Engineers, Inc. for SCADA Support for Routine Maintenance and On-call Services of the Wonderware Archestra SCADA System

BACKGROUND:

The City of Cocoa has performed a major upgrade to their Supervisory Control and Data Acquisition (SCADA) system. This system is the main control system for the water treatment, well field pumping, and distribution pump stations. This task order provides assistance to the City to support the SCADA system including periodic maintenance, troubleshooting, and minor improvements as deemed necessary by staff. CH2M will coordinate the SCADA support work and onsite schedule as determined and directed by the City of Cocoa. CH2M also will provide procurement services for SCADA hardware and software as directed by the City of Cocoa.

Task 1 - SCADA Services: Work activities under this task may include the following types of work:

- Monthly onsite visit to the water treatment facility by CH2M SCADA staff
- Perform assessment of the computer log files
- Assess system performance
- Perform troubleshooting as requested by the city
- Perform minor changes to the control system as requested by the city
- Assess SCADA network performance

Task 2 - Hardware and Software: Provide procurement services for SCADA hardware and software as directed by the City of Cocoa within the compensation limits of this task order.

Staff recommends approval of this task order.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$175,000 (Included in Adopted FY2017 Budget)
Account Number	421-4020-536.46-00
Account Name	Repairs & Maintenance
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Approve Task Order 2017-76 with CH2M Hill Engineers, Inc. for SCADA Support for Routine Maintenance and On-call Services of the Wonderware Archestra SCADA System.

Task Order Request Form

Consulting Svcs for Water Supply, Treatment, Transmission & Distribution Sys

Name of CSA (Continuing Service Agreement)

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

Dept./Division Name: Utilities/Dyal WTP **Requestor:** Norma Hernandez Digitally signed by Norma Hernandez DN: dc=org, dc=cocoafl, ou=Utilities, cn=Norma Hernandez, email=nhernandez@cocoafl.org Date: 2016.09.07 10:19:51 -04'00' **Date:** 9/7/16

Project Number: **Title:** Administrative Assistant

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

AMENDMENT

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

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

Total number of Amendments including this one: _____

Quote/Proposal #: T.O. 2017-76 **Dated:** 9/2/16 **Amount:** $ 175,000.00

☑ Quote Attached

John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2016.09.07 14:50:15 -04'00'

Director's Signature

Scope of Services / Justification for Amendment

This task order provides assistance to the City of Cocoa to support the SCADA system including periodic maintenance, troubleshooting, and minor improvements.

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

Documentation for Good Faith Estimate Attached ☐ Yes ☑ No

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

Task Order: ☐ Approved **Refer to this Task # on all documentation:** 2017-76

☐ Disapproved Council Approval Required: ☑ Yes ☐ No

Reason Disapproved:

Date: 9/7/16 **Signature:** Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2016.09.07 15:48:23 -04'00' **Title:** Purchasing Manager

Sonja Hamilton-Suarez

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

John A. Titkanich, Jr., AICP

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

City of Cocoa
Task Order 2017-76
SCADA Routine Maintenance and On-Call Services
Fiscal Year 2017

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

Background

The City of Cocoa has performed an upgrade to their Supervisory Control and Data Acquisition (SCADA) system. This system is the main control system for the water treatment, well field pumping, and distribution pump stations. This task order provides assistance to the city to support the SCADA system including periodic maintenance, troubleshooting, and minor improvements.

Task 1 – SCADA Services

CH2M will coordinate the SCADA support work and onsite schedule as determined and directed by the City of Cocoa within the compensation limits of this task order. Work activities may include the following types of work:

- Monthly onsite visit to the water treatment facility by CH2M SCADA staff
- Perform assessment of the computer log files
- Assess system performance
- Perform troubleshooting as requested by the city
- Perform minor changes to the control system as requested by the city
- Assess SCADA network performance
- PLC programming
- HMI programming
- Historian configuration
- Telemetry support
- SCADA network support
- Backup SCADA files
- SCADA reporting support
- HMI trending support
- Training as requested
- Management and Information Solutions (M&IS)
- CMMS system support
- Emergency telephone support services
- Other SCADA support services as directed by the city to maintain a reliable and secure SCADA system
- Task execution may include subcontracting work to other SCADA specialty firms

- Some tasks may be performed via a remote connection or partially performed in a CH2M office with final installation onsite as determined by the city

Task 2 – Hardware and Software

Provide procurement services for SCADA hardware and software as directed by the city of Cocoa within the compensation limits of this task order.

Project Deliverables

- Monthly task status report when work is performed
- Meeting minutes for meetings with City of Cocoa staff

General Project Assumptions

- All deliverables will be provided in electronic format with no hard copies.
- City of Cocoa will provide written review comments for draft deliverables within two calendar weeks or deliverable will be considered acceptable as submitted.
- All documents will be submitted as a draft for City of Cocoa review and comments. Comments will be addressed and a final document issued.

Schedule

This proposal will cover services and activities to be delivered through September 30, 2017. CH2M HILL will commence work within 2 weeks of receiving a written notice to proceed.

Compensation

Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between tasks being interchangeable. Project and subtask fee are shown in the Compensation Table below. Subcontracts and material procurement will be invoiced at actual cost, plus 10% markup on actual cost, plus applicable taxes and freight charges.

Compensation Table – Summary

	Hours	Rate	Labor Total	Travel/ Material	Subtotal
Task 1 SCADA Services					
Jr. Professional Engineer/Scientist/Consultant	384	$120.84	$46,402.56		$46,402.56
Mid-Level Professional Engineer/Scientist/Consultant	150	$166.44	$24,966.00		$24,966.00
Sr. Professional Engineer/Scientist/Consultant	360	$188.40	$67,824.00		$67,824.00
Sr. Project Manager	96	$199.17	$19,120.32		$19,120.32
Travel and Expense				$11,737.12	$11,737.12
Task 2 Hardware and Software					
Material				$4,500.00	$4,500.00
Material Markup 10%				$450.00	$450.00
Grand Total	**990**		**$158,312.88**	**$16,687.12**	**$175,000.00**

Levels of effort for tasks are estimates based on the best information available at the time of task order development. As project scopes are better defined, actual levels of effort required and associated fees might differ and require coordination between the Program Management Team and the City. The Consultant's rates will be billed in accordance with rates defined in Attachment A.

This proposal is effective for 90 days.

Acceptance

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

Approved for City of Cocoa	Accepted for CH2M HILL Engineers Inc.
By: _____	By: _____
Title: _____	Title: _Vice President_____
Date: _____	Date: _September 02, 2016_____

Attachment A
CH2M HILL 2016 Per Diem Schedule

Classification	Description	2016 Rate
Engineer 9	Principal	$199.17
Engineer 8	Senior Reviewer/Consultant	$199.17
Engineer 7	Senior Project Manager	$199.17
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$188.40
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$166.44
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$138.96
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$120.84
Engineer 2	Project Engineer/Scientist/Consultant	$101.84
Engineer 1	Junior Project Engineer/Scientist/Consultant	$95.27
Engineer 0	Engineering Intern	$85.28
Technician 5	Senior Construction Manager/Senior Designer	$155.59
Technician 4	Construction Manager/Senior Technician	$125.06
Technician 3	Senior Construction Inspector	$111.34
Technician 2	Construction Inspector/Technician	$86.17
Technician 1	Junior Construction Inspector/Junior Technician	$76.53
Technical Aide	Technical Aide	$66.56
Office	Office/Project Administration	$69.99

Notes:

1. Billing rates were negotiated rates for Year 2012. However, these rates will be held firm for use on this task order.

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

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

Legislation Details (With Text)

File #:	16-409	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	9/7/2016			**In control:**	City Council
On agenda:	9/27/2016			**Final action:**	
Title:	To Approve Continuation of Work of Contract B-14-07-COC, with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services; To Approve Modifications to Contract Number B-14-07-COC with Ace Flow Control, Longwood, Florida; Pending Approval of the FY 2017 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	B-14-07-COC Document.pdf B-14-07-COC Executed Agreement.pdf B-14-07-COC Contract Modifications.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 2, 2016
Agenda Date: September 27, 2016
Prepared By: Chris M. Collier, Water Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Continuation of Work of Contract B-14-07-COC, with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services; To Approve Modifications to Contract Number B-14-07-COC with Ace Flow Control, Longwood, Florida; Pending Approval of the FY 2017 Budget.

BACKGROUND:

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

In May 2014, the City Council awarded B-14-07-COC "CCC Program Services" to Ace Flow Control, Longwood, FL 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 backflow in July 2014. In September 2014, City Council approved the continuation of work with Ace Flow Control for FY 2015. In September 2015, City Council again approved the continuation of work with Ace Flow Control for FY 2016. During FY 2017, Ace Flow Control will continue to focus on the testing, repair, and replacement of commercial/high hazard devices, and completing the residential surveys/testing. At this time, Utilities Department staff requests the continued use of Bid B-14-07-COC per the approved duration of three years with two, two-year renewals.

Presently, this contract stipulates that the City of Cocoa will provide all replacement cross connection control devices. To improve efficiency, reduce costs, and increase program flexibility, the Utilities Department is requesting the Contract B-14-07-COC be modified to allow the purchase of new CCC devices by either the City of Cocoa or the Contractor.

Staff recommends approval of the contract modifications and the continuation of work of contract with Ace Flow Control.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested:	$850,000 (pending approval of the FY 2017 budget)
Account Number:	421-4025-536.46-00
Account Name:	Repairs and Maintenance
Project Number:	WS13BC

PREVIOUS ACTION:

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

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

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

RECOMMENDED MOTION:

To Request a Continuation of Work with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services; To Approve Modifications to Contract Number B

-14-07-COC with Ace Flow Control, Longwood, Florida; Pending Approval of the FY 2017 Budget.

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

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

Cross Connection Control Program Services

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

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

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

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

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

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

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

ARTICLE 6. LIABILITY INSURANCE -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 14. **NOTICES** - Unless otherwise stated herein, all notices to the parties to this agreement shall be in writing, certified mail, return receipt request, at the address listed above.

ARTICLE 15. **BINDING EFFECT** - This agreement shall be binding upon the parties, heirs, assigns, personal representatives, executors and successors.

ARTICLE 16. **WAIVER** - Any waiver of any breach or violation of either party's obligations under this agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violations.

ARTICLE 17. **INDEPENDENT CONTRACTOR** At all times during the term of this Agreement, Contractor shall be considered an independent contractor and not an employee of the City.

ARTICLE 18. **CHANGE ORDERS** Any and all change orders required under this Agreement shall be approved, in writing, by the City prior to Contract performing, or not performing, the work specified in the change order.

ARTICLE 19. **SOVEREIGN IMMUNITY** Nothing contained in this Agreement shall be constructed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statues, or other limitations imposed on the City's potential liability under state or federal law.

ARTICLE 20. **DEFAULT BY CONTRACTOR**

(a) The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

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

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

iii. Contractor has acted grossly negligent, as defined by general and applicable law, in performing the services hereunder; or

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

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

(b) Notwithstanding the aforementioned, in the event of a default by Contractor, the City shall have the right to exercise any other remedy the City may have by operation law, without limitation, and without any further demand or notice.

ARTICLE 21. **TERMINATION**

Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement, without penalty, if: (a) Contractor is in default pursuant to Article 20, Default by Contractor; (b) Contractor makes a general assignment for the benefit of its creditors; (c) Contractor fails to comply with any condition or provision of this Agreement; or (d) Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement. In the event of such termination, City shall be liable only for

the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination.

This Agreement may be cancelled by either party with thirty (30) days written notice to the other party.

ARTICLE 22. INDEMNIFICATION

(a) For all services performed pursuant to this Agreement, the Contractor agrees to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees and officers from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through any and all administrative, trial and appellate proceedings), directly or indirectly arising from:

i. Any default under this Agreement by Contractor; and
ii. Any negligent act, omission or operation of work related to all services performed under this Agreement by Contractor, and its employees, principals, agents, independent contractors, and consultants.

(b) The indemnification provided above shall obligate the Contractor to defend as its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees and officers to the services under this Agreement whether the services be performed by the Contractor or anyone directly or indirectly employed by them. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included this indemnification provided herein, as long as said fees are no greater than at a rate of $200 per hour.

ARTICLE 23. CORPORATE REPRESENTATIONS BY CONTRACTOR - Contractor hereby represents and warrants to the City the following:

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

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

ARTICLE 24. NO JOINT VENTURE Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

ARTICLE 25. THIRD PARTY RIGHTS Nothing in this Agreement shall be constructed to give any rights or benefits to anyone other than City and Contractor.

ARTICLE 26. ASSIGNMENT

(a) Contractor shall not assign or subcontract this Agreement, any task authorization hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

CONTRACTOR

Signed and sealed by the Contractor I the presence of:

BY_____
(CONTRACTOR)

ATTEST: _____

CITY OF COCOA

Signed and sealed by the City in the presence of:

BY: _____
John A. Titkanich, Jr., City Manager

ATTEST: _____
Joan Clark, MMC, City Clerk

SPECIFICATIONS

BID NO. B-14-07-COC

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

Legislation Details (With Text)

File #:	16-410	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Consent Agenda	
File created:	9/7/2016		**In control:**	City Council	
On agenda:	9/27/2016		**Final action:**		
Title:	To Approve Participation in a Cooperative Purchase Agreement with Hydromax USA for Hydrant and Valve Assessments Utilizing Seminole County Contract No. IFB-602347-15/GCM. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Hydromax FY17 Short Term Demand Leveling Support Services Proposal 8_5_16.pdf Seminole County Bid IFB-602347-15_pk.pdf Seminole County Contract IFB-602347-15 (Hydromax).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 2, 2016
Agenda Date: September 27, 2016
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Participation in a Cooperative Purchase Agreement with Hydromax USA for Hydrant and Valve Assessments Utilizing Seminole County Contract No. IFB-602347-15/GCM

BACKGROUND:

Following the initial valve and hydrant assessment completed by Mueller Services, Inc. between 2012 and 2013, Utilities staff began a systematic potable water valve and hydrant assessment program based on recommended AWWA standards. Due to infrastructure construction activities and staffing constraints in 2015, these activities were restricted to the repair of hydrants and the assessment and maintenance of wastewater and reclaimed water valves.

In order to compensate for lost time and staffing constraints, staff requested approval to purchase the services from Hydromax USA to provide supplemental field staff for hydrant assessment activities in FY2016. Staff is requesting a continuation of this supplemental field support in FY2017 to assist in reaching the hydrant and valve assessment goals set by the Utilities Department and as recommended by AWWA.

At this time, we are requesting the continued use of Seminole County Contract No. IFB-602347-15/GCM for hydrant and valve assessments. This contract has been reviewed by the City and has been determined to be applicable to the services required by WFO.

The Seminole County's Invitation to Bid had a Cooperative Bid/Piggyback Clause which provides:

> **PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:** All Applicants submitting a response to this solicitation agree that such response also constitutes a submittal to all governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this proposal, should the Applicant feel it is in their best interest to do so. Each governmental agency desiring to accept these submittals, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this solicitation. This agreement in no way restricts or interferes with the right of any governmental agency to re-solicit any or all items.

Staff recommends approval of the Seminole County contract with Hydromax USA to perform hydrant and valve assessments, and to authorize a budgeted expenditure for these services not to exceed $364,500.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested:	$364,500
Account Number:	421-4025-536.46-00, WS11VR
Account Name:	Repair & Maintenance
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

On March 13, 2012, City Council approved participation in a cooperative purchase agreement with Mueller Service Co., LLC, Plant City, Florida, for hydrant and valve maintenance, repair and replacement services utilizing Seminole County Contract IFB-600770-10/GMG.

On March 27, 2012, City Council approved the scope of work per a recommendation from Mueller Service Co. authorizing a budget expenditure of $600,000 for leak detection and valve and hydrant assessment repair services.

On October 9, 2012, City Council approved the scope of work per a recommendation from Mueller Service Co. authorizing a budget expenditure of $750,000 for leak detection and valve and hydrant assessment and repair services.

On November 12, 2013, City Council approved the scope of work per a recommendation from Mueller Service Co. authorizing a budget expenditure of $100,000 to uncover buried and paved over

distribution system valves.

On March 25, 2014, City Council approved the scope of work from Mueller Service Co. authorizing a budget expenditure of $101,250 for leak detection services.

On April 26, 2016, City Council approved participation in a cooperative purchase agreement with Hydromax USA for hydrant assessments utilizing Seminole County Contract No. IFB-602347-15/GCM and an authorized budget expenditure of $299,014.

RECOMMENDED MOTION:

To Approve Participation in a Cooperative Purchase Agreement with Hydromax USA for Hydrant and Valve Assessments Utilizing Seminole County Contract No. IFB-602347-15/GCM and to authorize an expenditure for these services not to exceed $364,500.

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HYDROMAX USA
Advanced Water, Wastewater and Gas Data Collection

City of Cocoa, FL – Demand Leveling

Valve and Hydrant Maintenance Support

Prepared for: Chris Collier, Field Operations Manager

Prepared by: Shane Majetich, Manager National Water Distribution Services

August 3, 2016

August 3, 2016

Chris Collier, Field Operations Manager

351 Shearer Blvd.
Cocoa, FL 32922

RE: Demand Leveling Support Services, Valve and Hydrant Assessments

The City of Cocoa WFO Staff desires to complete annual asset management activities in compliance with recommended AWWA standards. These goals have been impacted by recent infrastructure construction activities and staffing constraints. In FY16, the City of Cocoa contracted with Hydromax USA for "demand-leveling" field services for the assessment and maintenance of fire hydrants and their associated isolation valves. For FY17, the City has requested a proposal to assess and maintain a limited volume of valves within its distribution system and complete the assessment of fire hydrants that could not be completed in FY16. The objective is to engage Hydromax through their existing contract with Seminole County to bring planned assessment and maintenance activities back within targeted volumes, allowing the City's existing field operations to return to planned levels.
The objectives of this program are:

1. Provide supplemental field support services to the City of Cocoa to assist in maintaining targeted annual asset maintenance schedules.
2. Evaluate and improve the operability of valves and hydrants in the water distribution system through hands-on field activities.
3. To document the condition of the above water distribution assets and transfer the collected information in a format compliant with the City's GIS system through the use of an iWater data collection interface.

We are pleased to provide the below quotation, with budgets between activities being interchangeable. The quotation utilizes the current Seminole County contract unit pricing, task descriptions, terms, and conditions, for assessment activities to be completed in FY17. See attached for Seminole County descriptions of maintenance activities.

Item	Description	UM	Qty.	Price	Extension
A1	Hydrant Maintenance (with scrape, wire brush, and paint)	Ea.	1,500	$47.00	$ 70,500.00
B2	Valve Maintenance (sub-foot GPS location)	Ea.	7,000	$42.00	$294,000.00
				Total	**$364,500.00**

Established in 2003, Hydromax USA is a professional services firm specializing in data collection in support of locating and assessing the condition of the country's aging water, wastewater and natural gas conveyance systems. HUSA's vast experience with new technologies and techniques empowers contractors, engineers and utility owners to make the best rehabilitation decisions regarding their buried infrastructure.

Our team continues to be excited about this opportunity and looks forward to working with you and the other members of the City of Cocoa once again in the weeks and months ahead. Should you have any questions regarding the enclosed proposal, please do not hesitate to contact me directly at (813) 305-6610.
Thank you again for your time and consideration.

Sincerely,

Shane Majetich

Shane Majetich
Manager, National Water Distribution Services
2500 Drane Field Road, Ste 204
Lakeland, FL 33811
813.305.6610
shane.majetich@hydromaxusa.com

Corporate Office and Data Center
11420 Watterson Ct, Suite 1100
Louisville, KY 40299
877-389-2227
www.hydromaxusa.com

Part 1
General Scope

GENERAL DESCRIPTION:

The Seminole County Environmental Services Department (SCES) requires services of experienced, licensed contractor(s) to provide maintenance, repair and replacement part services for fire hydrants, valves (including associated fittings, restraints and pipe), and flushing services on an "as needed" basis at locations within the SCES utility's distribution systems. SCES will furnish the successful contractor(s) with the most recent copy of the distribution systems atlas in an electronic format.

The Contractor(s) will be responsible for furnishing all labor, tools, equipment, parts and materials to complete the requested work as specified in the Scope of Service section. The Contractor(s) will also be responsible for furnishing all required ancillary services to which includes but is not limited to, mobilization, excavations, well pointing and pumping, shoring, line stops, wet taps, maintenance of traffic, and site restorations necessary to complete the requested work as specified in the Scope of Services.

STANDARDS:

A. SCES Utility Engineering Specifications for Water Distribution Construction.
B. Seminole County Standards for applicable public right-of-way improvements under County jurisdiction.
C. FDOT Utility Accommodation Manual (latest edition) and FDOT Design Standards for Construction, Maintenance and Utility Operations on the State Highway System (2008 or latest edition).
D. AWWA Standards for Maintenance, Repair and Replacement of fire hydrants (M-17) and distribution system valves (M-44) (most applicable and latest edition).
E. OSHA Standards as applicable to associated work.

SPECIAL CONDITIONS:

Contractor's Response Time: Contractor(s) shall be adequately staffed and equipped to respond to all aspects of the requested work within 72 hours, if required by SCES.

Contractor's Personnel: The Contractor(s) must employ and assign a Project Manager who will oversee the described work and who has a minimum of five (5) years continuous field and supervisory experience in all aspects of the described work. The Project Manager shall serve as the single point of contact for all work, be responsible for coordinating and scheduling all work (including restoration) and be available (by phone, if not in person) while contractor's crews work within SCES distribution systems.

The Contractor shall employ and designate a qualified **Quality Control Manager** who shall be responsible for re-inspection of all field processed data if it falls outside of tolerances. All such data shall be re-collected. The Quality Control Manager shall also be responsible of random sampling of not less than 10% of the total contract value. This will provide quality assurance of all physical aspects of the service and validation of all data attributes collected.

For each job or task assigned under this contract, the Contractor's Project Manager shall assign qualified and responsible Service Technicians to complete requested work. At any time the Contractor's personnel is working within the SCES distribution systems, notification is required to the SCES SCADA

Operations Center at 407-665-2767. All Service Technicians shall wear a uniform shirt that identifies the Contractor by name. All Service Technicians shall arrive at, and travel through the Utility system in a presentable service vehicle identified with the Contractor's name, logo and telephone number.

Contractor's Equipment: The Contractor shall utilize and maintain all equipment in a safe and responsible manner. It is the responsibility of the Contractor to maintain all equipment so as to avoid any leaking fuel, oil, and/or hydraulic fluid. If such leakage occurs, it shall be the responsibility of the Contractor to protect the environment and the surrounding surfaces from contamination and/or damage. If said leakage is excessive or cannot be adequately contained, said equipment must cease operation and be removed from the job site. All Contractor(s) service vehicles shall be maintained in a presentable manner and have Contractor name and logo adequately displayed.

SCES Requirements for Work and Site Visit Management: Contractor personnel shall notify their assigned SCES representative each day, prior to beginning work within the County utility system. All contractor personnel shall display on their person a company identification badge that is clearly visible at chest level and not covered by clothing or other items. This badge must have the company name, company phone number, the individual's name and the individual's photo. In addition, SCES requires that the Contractor create a service call or job order ticket that shall have, at a minimum, the following information:

- Company name and contact information
- Company job or work order number
- SCES contact name and phone number
- SCES job number and Seminole County purchase order number
- Date/time of beginning and ending of work
- Number of Technicians
- Work location and description of work to be performed
- Detailed description of solution and/or work completed

SCOPE OF SERVICES:

Hydrant Maintenance: Fire hydrant testing and maintenance shall be in accordance with AWWA – M17 Manual for Installation, field testing, and maintenance of fire hydrants, to include the following procedures:

- Locate and access each fire hydrant
- Locate access and exercise fire hydrant isolation valve
- Check fire hydrant nozzle height for correct ground clearance
- Identify make, model, nozzle size and year of hydrant manufacture
- Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with non-corrosive FDA approved lubricant
- Open hydrant with nozzle caps in place to check for seal leakage
- Verify that hydrant main (bottom) valve completely closes
- Flow hydrant to maximum rate for 15 minutes, record working pressure and calculate flow rate and gallons flushed. If hydrant fails to flow clear in the initial 15 minute flush, contact SCES SCADA Operations Center at 407-665-2767, notifying them of the anomaly. Continue to flow hydrant until water clears, checking in 15 minute increments. The use of a calibrated combination pitot gauge and hydrant diffuser is required for all hydrant flushing.
- Close hydrant completely. Back off the opening nut enough to take the pressure off the packing.

- Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required, and lubricate the threads. Check the ease of operation of each cap.
- Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
- Record static pressure
- Re-attach hydrant nozzle caps
- Scrape, wire brush/or sand blast and paint hydrant appropriate color. Paint shall be Sherwin-Williams Industrial Marine Coatings, ANSI Safety Yellow, Pantone 109 or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.
- Replace (if defective) hydrant ID tag, or install (if not present) hydrant ID tag.
- Replace (if defective) blue reflective road marker, or install (if not present) blue reflective road marker. Reflective pavement markers in blue shall be used to identify the hydrant locations. Each marker is to be placed on the center line of the roadway lane closest to the hydrant.
- Obtain and record GPS site coordinates of hydrant.
- Document any operational deficiencies and/or miscellaneous findings.
- Notification of all malfunctioning and/or out of service hydrants or valves shall be immediately reported to SCES.
- Document all pertinent data into an electronic spreadsheet or database including the following:
  - Hydrant ID tag number
  - Hydrant address location
  - Hydrant GPS site coordinates
  - Date of flush or service
  - Hydrant brand
  - Hydrant model number
  - Hydrant year
  - Hydrant size
  - Hydrant flow rate obtained
  - Hydrant pressure after 5 minutes of flushing
  - Total gallons flushed during service
  - Degree of operating difficulty
  - Deficiencies and/or repairs required to be immediately reported to the Utility.
- All data shall be formatted to match existing SCES data system and/or forms. Data shall be delivered to the SCES in an electronic format compatible with SCES' ArcGIS/ArcMap system or SQL database.

Upper Barrel Repair: An upper bonnet repair shall consist of repairing and/or replacing all necessary components within the upper portions of the hydrant, from the operating nut downwards to the top of the break away (upper barrel) flange, in order to return hydrant to working order. Hydrant rotation shall also be considered as an upper barrel repair.

Lower Barrel Repair: A lower barrel repair shall consist of repairing and/or replacing all necessary components of the hydrant from the top of the break away (upper barrel) flange to the bottom of the hydrant foot valve in order to return hydrant to working order.

Valve Maintenance: Valve maintenance shall include the following procedures:

- Locate and access each valve
- Raise valve box to grade (if applicable)
- Align valve box to vertical position (if located outside of pavement)
- Clean debris and standing water from valve box

- Operate valve from open to close and back to open position for two (2) complete cycles
- Obtain and record GPS coordinates of valve
- Paint valve box blue
- Mark curve with a "V" marking
- Document all pertinent data including location, type, and size of valve, direction of rotation to open position, numbers of turns to full open position, degree of operating difficulty, and note deficiencies and/or closed valves to be immediately reported to the Utility. All data shall be formatted to match existing SCES data system and/or forms. Data shall be delivered to the SCES in an electronic format compatible with SCES' ArcGIS/ArcMap system.

GPS Mapping: All the water distribution valves and fire hydrants encountered in this contract are to be GPS mapped within sub-meter accuracy and the data delivered in an electronic format compatible with SCES' ArcGIS/ArcMap system software. Coordinate data shall be field-collected with autonomous GPS readings and subsequently differentially corrected via post-processing. The contractor(s) shall further refine positions through filtering and inspection to eliminate noise, problematic satellite geometry and multi-path degradation. Point valve features shall be collected at an epoch of one (1) second with a minimum occupation of twenty (20) seconds. Specific parameters include:

- Elevation mask: 15 degrees above the horizon
- Coordinate system: as agreed with NAD 1983 State Plane Florida EAST
- Satellites: >= 4
- Position Dilution of Precision (PDOP) <6
- Horizontal Dilution of Precision (HDOP): <4
- Minimum number of raw positions collected: 20
- In the event of obstructions – where a clear GPS position cannot be captured a laser offset will be executed from a nearby location

At a minimum, and in addition to database attribute requirements, the following coordinate data items shall be generated as a result of this process.

- PDOP value
- HDOP value
- Correction status
- Date recorded
- Time recorded
- Total positions
- Filtered positions
- Horizontal Precision
- Vertical Precision
- Standard deviation
- cor File Name
- X-coordinate
- Y-coordinate

Documentation: Documentation data will be collected on each distribution valve and/or hydrant and will be agreed upon, and be compatible with SCES' ArcGIS/ArcMap system software in advance of work start up.

Data documentation will include, at a minimum:

a) **Physical data –** Identification number, map number, valve size, type of valve, use of valve, valve structure, depth of valve, number of turns, torque, if clean out was necessary, valve discrepancies (by category and details), box/vault discrepancies (by category and details)and any additional information as necessary.
b) **Location data** – Mapping grade GPS coordinate data parameters noted in the GPS mapping section
c) **Discrepancies –** Details on discrepancies so that a work order (as described below) can be concisely created.

Deliverable Data: The Contractor will provide applicable hydrant and valve data in a spatially accurate format compliant with SCES ArcGIS/ArcMap system and in the County's existing data structure. Contractor shall be able to fully integrate data into ESRI ArcGIS/ArcMap and shall be integrated into the SCES ArcGIS system. Metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy, are to be submitted with final and interim data deliveries. The data in electronic format shall contain the information agreed to by SCES and at a minimum the following attribute data:

- A unique identification number – For each device
- Data Dictionary – Valve Condition (operable, inoperable)
- Source document reference – valve discrepancies
- Date of Operation – Structure discrepancies
- Valve Size – PDOP value
- Valve Type – HDOP value

Obstructed GPS data shall be obtained through laser offset method.

Flushing Services: SCES may require the Contractor to perform unidirectional or maintenance flushing in certain locations within the utility's distribution systems. SCES will provide to contractor the flushing sequences developed by an Engineer for the specified areas. The contractor is responsible for locating the valves and hydrants identified in the Engineer's sequencing and verifying their operability. Upon completion of each sequenced flushing activities, the Contractor will return valves to their original position. This is to help with valves not being left in the wrong position. Pricing for unidirectional flushing will combine item B3 (valve maintenance without GPS location) for turning the valves and item A6 Time Unit for the actual flushing.

Hydrant and/or Valve Replacement and Installation: Hydrant and valve replacement and/or new installation work described in this solicitation package (see Price Schedule) shall be "all inclusive". The line item pricing of such work shall include all of but not limited to the following:

- Pre work job site evaluation
- Obtaining all utility and/or Right of Way (ROW) locates
- Notification of effected customers (with the exception of partial water system shut down)
- Job site safety and MOT
- Site excavation (typical <48" bury to bottom of pipe)
- Furnish and install all necessary materials to successfully complete the job
- Furnish and competently operate all necessary equipment to successfully complete the job
- Furnish and manage all necessary competent labor to successfully complete the job
- Excavation, backfill and compaction

- Removal of all remaining spoil, materials and waste

Work in Utility Easement/Right of Way (ROW) and Existing Utilities/ROW Improvements: The Contractor shall be responsible for obtaining all Utility Locates through, and in accordance with "Sunshine State One Call of Florida (SSOCOF) Excavation Guide" (latest edition). The Contractor shall take all possible precautions and be responsible for protecting all underground utilities and other improvements within the utility easement and/or ROW. The Contractor shall promptly notify SCES of any conflicts with existing utilities that occurs as a result of said work. The Contractor shall be responsible for obtaining and adhering to all applicable Maintenance of Traffic (MOT) and/or Right of Way permits as required by Seminole County, State of Florida Department of Transportation (FDOT) or jurisdictional authority.

Job Site Management: The Contractor shall set up, manage and restore each job site in a responsible manner that includes but is not limited to Maintenance of Traffic (MOT), pedestrian safety, and property protection. At no time during the active progress of work shall the Contractor leave the job site unattended. The Contractor must request and gain approval from SCES for any specific job site-work that may extend past one work day. If approval is granted, all excavated areas must be backfilled and enclosed with safety mesh and proper MOT activated at end of each work day. Each job site (regardless of duration of work) must be maintained at all times in a responsible manner that does not unduly impact the surrounding areas and allows for adequate ingress/egress from properties affected. Any and all road and/or ingress/egress closures must be approved by the SCES in advance of the work. The Contractor shall present a contingency plan for such closures at time of approval request. Upon completion of work, the contractor shall backfill and compact affected areas in addition to clean up and removal of any accumulated dirt and/or rubble from job site. It shall be the ultimate responsibility of the Contractor to restore the Utility easement and/or right of way to pre-excavated condition. All restoration activities including irrigation system repairs shall be the responsibility of the contractor (reference Restoration and Contractor Pass Through section of this document).

Sub-contracted and Contractor "Pass-Through" Charges: Certain services shall be considered as "Pass-through" charges. These charges are interpreted to mean sub-contractor invoice total plus 10% administration and management costs. For the terms of this contract these services include landscape restoration (excluding irrigation repairs and <400ft^2 sod), asphalt restoration, concrete restoration, de-watering (well points) services, extended MOT (>72 hours), MOT with law enforcement presence during work activities. Prior to use of sub-contracted or cost pass through services, the Contractor shall obtain three (3) separate quotes for each of the sub-contracting activities and present to the SCES a recommendation of award for each service. If the acceptance of this recommendation is not approved, SCES reserves the right to perform any and all of these pass through activities. The SCES reserves the right to perform any and all of these pass through activities to avoid the additional pass through charges. If this right is exercised by SCES, the responsibility for such work will be removed from the Contractor.

Warranty: In order to insure fire hydrant and valve repair, replacement and installation meets the performance guaranteed by the manufacturer and retain warranties, the contractor shall guarantee all workmanship and materials for all described work for a period of two (2) years from the date of the repair or installation.

SUBMIT BIDS TO: Seminole County 1301 E. Second Street Sanford, Florida 32771 **Attn: PURCHASING & CONTRACTS (PCD)**	**INVITATION FOR BID** And Bidder Acknowledgment
Contact: Gladys Marrozos, CPPB Sr. Procurement Analyst 407-665-7110 - Phone 407-665-7956 - Fax gmarrozos@seminolecountyfl.gov	**IFB-602347-15/GCM** **Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services**
Pre-Bid Conference Date: August 13, 2015 Time: 9:00 AM (Eastern Standard Time) Location of pre-Bid Conference: Environmental Services Department, 500 West Lake Mary Boulevard Sanford, Florida 32773	
Bid Due Date: September 2, 2015 Time: 2:00 PM (Eastern Standard Time) Location of Public Opening: Purchasing & Contracts Division, PCD Conference Room 1301 E. Second Street, Sanford, FL 32771	
Proposer Name:	Federal Employer ID Number:
Mailing Address:	If returning as a "No Submittal", state reason (**if so, return only this page**):
City, State, Zip:	
Type of Entity **(Circle one)**: Corporation Partnership Proprietorship Joint Venture Incorporated in the State of: _____ List of Principals: _____ _____	**The undersigned Bidder hereby acknowledges receipt of Addenda Numbers_____ through_____:** _____ Authorized Signature (Manual) Date
Email Address:	Typed Name:
Telephone Number:	Title:
Fax Number:	Date:

THIS FORM MUST BE COMPLETED AND RETURNED WITH WRITTEN BID

The Bidder is expected to completely analyze the information contained in this Invitation for Bid (IFB) as guidance for the preparation of their written submittal. The Bidder's written bid should be specific, detailed, and complete in order to clearly and fully demonstrate the Bidder's understanding of the requested work and/or delivery requirements.

Part 1
General Scope

GENERAL DESCRIPTION:

The Seminole County Environmental Services Department (SCES) requires services of experienced, licensed contractor(s) to provide maintenance, repair and replacement part services for fire hydrants, valves (including associated fittings, restraints and pipe), and flushing services on an "as needed" basis at locations within the SCES utility's distribution systems. SCES will furnish the successful contractor(s) with the most recent copy of the distribution systems atlas in an electronic format.

The Contractor(s) will be responsible for furnishing all labor, tools, equipment, parts and materials to complete the requested work as specified in the Scope of Service section. The Contractor(s) will also be responsible for furnishing all required ancillary services to which includes but is not limited to, mobilization, excavations, well pointing and pumping, shoring, line stops, wet taps, maintenance of traffic, and site restorations necessary to complete the requested work as specified in the Scope of Services.

STANDARDS:

A. SCES Utility Engineering Specifications for Water Distribution Construction.
B. Seminole County Standards for applicable public right-of-way improvements under County jurisdiction.
C. FDOT Utility Accommodation Manual (latest edition) and FDOT Design Standards for Construction, Maintenance and Utility Operations on the State Highway System (2008 or latest edition).
D. AWWA Standards for Maintenance, Repair and Replacement of fire hydrants (M-17) and distribution system valves (M-44) (most applicable and latest edition).
E. OSHA Standards as applicable to associated work.

SPECIAL CONDITIONS:

Contractor's Response Time: Contractor(s) shall be adequately staffed and equipped to respond to all aspects of the requested work within 72 hours, if required by SCES.

Contractor's Personnel: The Contractor(s) must employ and assign a Project Manager who will oversee the described work and who has a minimum of five (5) years continuous field and supervisory experience in all aspects of the described work. The Project Manager shall serve as the single point of contact for all work, be responsible for coordinating and scheduling all work (including restoration) and be available (by phone, if not in person) while contractor's crews work within SCES distribution systems.

The Contractor shall employ and designate a qualified **Quality Control Manager** who shall be responsible for re-inspection of all field processed data if it falls outside of tolerances. All such data shall be re-collected. The Quality Control Manager shall also be responsible of random sampling of not less than 10% of the total contract value. This will provide quality assurance of all physical aspects of the service and validation of all data attributes collected.

For each job or task assigned under this contract, the Contractor's Project Manager shall assign qualified and responsible Service Technicians to complete requested work. At any time the Contractor's personnel is working within the SCES distribution systems, notification is required to the SCES SCADA

Operations Center at 407-665-2767. All Service Technicians shall wear a uniform shirt that identifies the Contractor by name. All Service Technicians shall arrive at, and travel through the Utility system in a presentable service vehicle identified with the Contractor's name, logo and telephone number.

Contractor's Equipment: The Contractor shall utilize and maintain all equipment in a safe and responsible manner. It is the responsibility of the Contractor to maintain all equipment so as to avoid any leaking fuel, oil, and/or hydraulic fluid. If such leakage occurs, it shall be the responsibility of the Contractor to protect the environment and the surrounding surfaces from contamination and/or damage. If said leakage is excessive or cannot be adequately contained, said equipment must cease operation and be removed from the job site. All Contractor(s) service vehicles shall be maintained in a presentable manner and have Contractor name and logo adequately displayed.

SCES Requirements for Work and Site Visit Management: Contractor personnel shall notify their assigned SCES representative each day, prior to beginning work within the County utility system. All contractor personnel shall display on their person a company identification badge that is clearly visible at chest level and not covered by clothing or other items. This badge must have the company name, company phone number, the individual's name and the individual's photo. In addition, SCES requires that the Contractor create a service call or job order ticket that shall have, at a minimum, the following information:

- Company name and contact information
- Company job or work order number
- SCES contact name and phone number
- SCES job number and Seminole County purchase order number
- Date/time of beginning and ending of work
- Number of Technicians
- Work location and description of work to be performed
- Detailed description of solution and/or work completed

SCOPE OF SERVICES:

Hydrant Maintenance: Fire hydrant testing and maintenance shall be in accordance with AWWA – M17 Manual for Installation, field testing, and maintenance of fire hydrants, to include the following procedures:

- Locate and access each fire hydrant
- Locate access and exercise fire hydrant isolation valve
- Check fire hydrant nozzle height for correct ground clearance
- Identify make, model, nozzle size and year of hydrant manufacture
- Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with non-corrosive FDA approved lubricant
- Open hydrant with nozzle caps in place to check for seal leakage
- Verify that hydrant main (bottom) valve completely closes
- Flow hydrant to maximum rate for 15 minutes, record working pressure and calculate flow rate and gallons flushed. If hydrant fails to flow clear in the initial 15 minute flush, contact SCES SCADA Operations Center at 407-665-2767, notifying them of the anomaly. Continue to flow hydrant until water clears, checking in 15 minute increments. The use of a calibrated combination pitot gauge and hydrant diffuser is required for all hydrant flushing.
- Close hydrant completely. Back off the opening nut enough to take the pressure off the packing.

- Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required, and lubricate the threads. Check the ease of operation of each cap.
- Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
- Record static pressure
- Re-attach hydrant nozzle caps
- Scrape, wire brush/or sand blast and paint hydrant appropriate color. Paint shall be Sherwin-Williams Industrial Marine Coatings, ANSI Safety Yellow, Pantone 109 or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.
- Replace (if defective) hydrant ID tag, or install (if not present) hydrant ID tag.
- Replace (if defective) blue reflective road marker, or install (if not present) blue reflective road marker. Reflective pavement markers in blue shall be used to identify the hydrant locations. Each marker is to be placed on the center line of the roadway lane closest to the hydrant.
- Obtain and record GPS site coordinates of hydrant.
- Document any operational deficiencies and/or miscellaneous findings.
- Notification of all malfunctioning and/or out of service hydrants or valves shall be immediately reported to SCES.
- Document all pertinent data into an electronic spreadsheet or database including the following:
    - Hydrant ID tag number
    - Hydrant address location
    - Hydrant GPS site coordinates
    - Date of flush or service
    - Hydrant brand
    - Hydrant model number
    - Hydrant year
    - Hydrant size
    - Hydrant flow rate obtained
    - Hydrant pressure after 5 minutes of flushing
    - Total gallons flushed during service
    - Degree of operating difficulty
    - Deficiencies and/or repairs required to be immediately reported to the Utility.
- All data shall be formatted to match existing SCES data system and/or forms. Data shall be delivered to the SCES in an electronic format compatible with SCES' ArcGIS/ArcMap system or SQL database.

Upper Barrel Repair: An upper bonnet repair shall consist of repairing and/or replacing all necessary components within the upper portions of the hydrant, from the operating nut downwards to the top of the break away (upper barrel) flange, in order to return hydrant to working order. Hydrant rotation shall also be considered as an upper barrel repair.

Lower Barrel Repair: A lower barrel repair shall consist of repairing and/or replacing all necessary components of the hydrant from the top of the break away (upper barrel) flange to the bottom of the hydrant foot valve in order to return hydrant to working order.

Valve Maintenance: Valve maintenance shall include the following procedures:

- Locate and access each valve
- Raise valve box to grade (if applicable)
- Align valve box to vertical position (if located outside of pavement)
- Clean debris and standing water from valve box

- Operate valve from open to close and back to open position for two (2) complete cycles
- Obtain and record GPS coordinates of valve
- Paint valve box blue
- Mark curve with a “V” marking
- Document all pertinent data including location, type, and size of valve, direction of rotation to open position, numbers of turns to full open position, degree of operating difficulty, and note deficiencies and/or closed valves to be immediately reported to the Utility. All data shall be formatted to match existing SCES data system and/or forms. Data shall be delivered to the SCES in an electronic format compatible with SCES’ ArcGIS/ArcMap system.

GPS Mapping: All the water distribution valves and fire hydrants encountered in this contract are to be GPS mapped within sub-meter accuracy and the data delivered in an electronic format compatible with SCES’ ArcGIS/ArcMap system software. Coordinate data shall be field-collected with autonomous GPS readings and subsequently differentially corrected via post-processing. The contractor(s) shall further refine positions through filtering and inspection to eliminate noise, problematic satellite geometry and multi-path degradation. Point valve features shall be collected at an epoch of one (1) second with a minimum occupation of twenty (20) seconds. Specific parameters include:

- Elevation mask: 15 degrees above the horizon
- Coordinate system: as agreed with NAD 1983 State Plane Florida EAST
- Satellites: >= 4
- Position Dilution of Precision (PDOP) <6
- Horizontal Dilution of Precision (HDOP): <4
- Minimum number of raw positions collected: 20
- In the event of obstructions – where a clear GPS position cannot be captured a laser offset will be executed from a nearby location

At a minimum, and in addition to database attribute requirements, the following coordinate data items shall be generated as a result of this process.

- PDOP value
- HDOP value
- Correction status
- Date recorded
- Time recorded
- Total positions
- Filtered positions
- Horizontal Precision
- Vertical Precision
- Standard deviation
- cor File Name
- X-coordinate
- Y-coordinate

Documentation: Documentation data will be collected on each distribution valve and/or hydrant and will be agreed upon, and be compatible with SCES’ ArcGIS/ArcMap system software in advance of work start up.

Data documentation will include, at a minimum:

a) **Physical data** – Identification number, map number, valve size, type of valve, use of valve, valve structure, depth of valve, number of turns, torque, if clean out was necessary, valve discrepancies (by category and details), box/vault discrepancies (by category and details)and any additional information as necessary.
b) **Location data** – Mapping grade GPS coordinate data parameters noted in the GPS mapping section
c) **Discrepancies** – Details on discrepancies so that a work order (as described below) can be concisely created.

Deliverable Data: The Contractor will provide applicable hydrant and valve data in a spatially accurate format compliant with SCES ArcGIS/ArcMap system and in the County's existing data structure. Contractor shall be able to fully integrate data into ESRI ArcGIS/ArcMap and shall be integrated into the SCES ArcGIS system. Metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy, are to be submitted with final and interim data deliveries. The data in electronic format shall contain the information agreed to by SCES and at a minimum the following attribute data:

- A unique identification number – For each device
- Data Dictionary – Valve Condition (operable, inoperable)
- Source document reference – valve discrepancies
- Date of Operation – Structure discrepancies
- Valve Size – PDOP value
- Valve Type – HDOP value

Obstructed GPS data shall be obtained through laser offset method.

Flushing Services: SCES may require the Contractor to perform unidirectional or maintenance flushing in certain locations within the utility's distribution systems. SCES will provide to contractor the flushing sequences developed by an Engineer for the specified areas. The contractor is responsible for locating the valves and hydrants identified in the Engineer's sequencing and verifying their operability. Upon completion of each sequenced flushing activities, the Contractor will return valves to their original position. This is to help with valves not being left in the wrong position. Pricing for unidirectional flushing will combine item B3 (valve maintenance without GPS location) for turning the valves and item A6 Time Unit for the actual flushing.

Hydrant and/or Valve Replacement and Installation: Hydrant and valve replacement and/or new installation work described in this solicitation package (see Price Schedule) shall be "all inclusive". The line item pricing of such work shall include all of but not limited to the following:

- Pre work job site evaluation
- Obtaining all utility and/or Right of Way (ROW) locates
- Notification of effected customers (with the exception of partial water system shut down)
- Job site safety and MOT
- Site excavation (typical <48" bury to bottom of pipe)
- Furnish and install all necessary materials to successfully complete the job
- Furnish and competently operate all necessary equipment to successfully complete the job
- Furnish and manage all necessary competent labor to successfully complete the job
- Excavation, backfill and compaction

- Removal of all remaining spoil, materials and waste

Work in Utility Easement/Right of Way (ROW) and Existing Utilities/ROW Improvements: The Contractor shall be responsible for obtaining all Utility Locates through, and in accordance with "Sunshine State One Call of Florida (SSOCOF) Excavation Guide" (latest edition). The Contractor shall take all possible precautions and be responsible for protecting all underground utilities and other improvements within the utility easement and/or ROW. The Contractor shall promptly notify SCES of any conflicts with existing utilities that occurs as a result of said work. The Contractor shall be responsible for obtaining and adhering to all applicable Maintenance of Traffic (MOT) and/or Right of Way permits as required by Seminole County, State of Florida Department of Transportation (FDOT) or jurisdictional authority.

Job Site Management: The Contractor shall set up, manage and restore each job site in a responsible manner that includes but is not limited to Maintenance of Traffic (MOT), pedestrian safety, and property protection. At no time during the active progress of work shall the Contractor leave the job site unattended. The Contractor must request and gain approval from SCES for any specific job site-work that may extend past one work day. If approval is granted, all excavated areas must be backfilled and enclosed with safety mesh and proper MOT activated at end of each work day. Each job site (regardless of duration of work) must be maintained at all times in a responsible manner that does not unduly impact the surrounding areas and allows for adequate ingress/egress from properties affected. Any and all road and/or ingress/egress closures must be approved by the SCES in advance of the work. The Contractor shall present a contingency plan for such closures at time of approval request. Upon completion of work, the contractor shall backfill and compact affected areas in addition to clean up and removal of any accumulated dirt and/or rubble from job site. It shall be the ultimate responsibility of the Contractor to restore the Utility easement and/or right of way to pre-excavated condition. All restoration activities including irrigation system repairs shall be the responsibility of the contractor (reference Restoration and Contractor Pass Through section of this document).

Sub-contracted and Contractor "Pass-Through" Charges: Certain services shall be considered as "Pass-through" charges. These charges are interpreted to mean sub-contractor invoice total plus 10% administration and management costs. For the terms of this contract these services include landscape restoration (excluding irrigation repairs and <400ft^2 sod), asphalt restoration, concrete restoration, de-watering (well points) services, extended MOT (>72 hours), MOT with law enforcement presence during work activities. Prior to use of sub-contracted or cost pass through services, the Contractor shall obtain three (3) separate quotes for each of the sub-contracting activities and present to the SCES a recommendation of award for each service. If the acceptance of this recommendation is not approved, SCES reserves the right to perform any and all of these pass through activities. The SCES reserves the right to perform any and all of these pass through activities to avoid the additional pass through charges. If this right is exercised by SCES, the responsibility for such work will be removed from the Contractor.

Warranty: In order to insure fire hydrant and valve repair, replacement and installation meets the performance guaranteed by the manufacturer and retain warranties, the contractor shall guarantee all workmanship and materials for all described work for a period of two (2) years from the date of the repair or installation.

Part 2
Instructions to Bidders

CONTACT: All prospective Bidders are hereby instructed not to contact any member of the Seminole County Board of County Commissioners, the County Manager or Deputy Manager, or any Seminole County Staff members other than the noted Purchasing & Contracts Division (herein referred to as 'PCD') Contact Person regarding this IFB or their written bid at any time prior to the posting on the COUNTY's Website of the recommendation and intent to award by County staff for this project. Any such contact shall be cause for rejection of your bid. Interpretation of this clause will be solely at the discretion of the County.

PUBLIC OPENING: Written bids shall be received at PCD in the specified location, date and time (considered to be the deadline for submission) as referenced in the Formal Notice for this IFB, unless otherwise revised via posted Addenda. As soon as possible thereafter, the names of the Bidders that submitted written bids for this IFB shall be read aloud at the specified location. Persons with disabilities needing assistance to participate in the Public Closing should call the noted PCD Contact Person at least forty-eight (48) hours in advance of the Public Opening at (407) 665-7110.

DELAYS: The COUNTY, at its sole discretion, may delay the scheduled due date and time for submission, if it is to the advantage of the COUNTY to do so. The COUNTY will post all changes in the scheduled due date and time for submission by written addendum posted to the COUNTY's Website: (www.seminolecountyfl.gov/purchasing)

BID SUBMISSION AND WITHDRAWAL: The COUNTY will receive written submittals in hard copy form as stated in the Formal Notice. The outside of the envelope/container must be identified with this IFB Number and Title referenced within the Formal Notice for this IFB. The envelope/container must also include the Bidder's name and return business address. No electronic bid submissions by email or other electronic method will be accepted. **Bids received after the scheduled due date and time for submission shall be returned unopened.** The scheduled due date and time for submission will be scrupulously observed. The COUNTY will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in PCD shall serve as the official authority to determine lateness of any bid. The COUNTY cautions all Bidders to ensure actual delivery of mailed or hand-delivered bids prior to the scheduled due date and time for submission that has been set for receiving bids. Telephone confirmation of timely receipt of any bid should be made by calling (407) 665-7116, before the 2:00 deadline.

The Bidder is required to submit **FIVE (5) COMPLETE SETS** in hard copy (one [1] original and **FOUR [4**] copies), **plus ONE (1) CD ROM** of their complete written submittal. The Bidder should submit their written bid in person or by mail in hard copy form. The CD ROM should not include information in addition to that being provided in the original hard copy submittal. If additional information is received, PCD will serve notice to the Bidder that the additional information will not be considered under this IFB solicitation.

Bidders may withdraw their bids by notifying the COUNTY in writing at any time prior to the scheduled due date and time for submission. Bidders may withdraw their bids in person or through an authorized representative. Bidders and authorized representatives must disclose their identity, display proper identification and provide a signed receipt for the bid. Bids, once opened, become the property of the COUNTY and will not be returned to the Bidder. **At its sole discretion, the COUNTY may request additional information should the COUNTY deem it necessary.**

INQUIRIES: All Bidders should carefully examine the IFB documents. Any ambiguities or inconsistencies shall be brought to the attention of PCD Contact Person in writing prior to the scheduled due date and time for submission. Failure to do so, on the part of the Bidder, shall constitute an acceptance by the Bidder of any subsequent decision made by the COUNTY. Any questions concerning the intent, meaning and interpretations of the IFB documents including the attached Draft Agreement, shall be requested in writing, and received by PCD Contact Person at least seven (7) calendar days prior to the scheduled due date and time for submission. Written requests can be submitted via e-mail: **gmarrozos@seminolecountyfl.gov**. The COUNTY will not be responsible for oral instructions made by employees of the COUNTY or its authorized representatives in regard to this IFB.

ADDENDUM: Should revisions to the IFB documents become necessary, the COUNTY will post Addenda information on the COUNTY's Website. All Bidders should check the COUNTY's Website or notify PCD Contact Person to verify information regarding Addenda. Failure to do so may result in rejection of the Bidder's submitted bid and a determination as "Non-Responsive". **By execution of the Formal Notice for this IFB, the Bidder acknowledges receipt of all Addenda issued under this solicitation**. Addenda information will be posted on the COUNTY's Website (www.seminolecountyfl.gov/purchasing). It is the sole responsibility of the Bidder to ensure that they obtain information related to any Addenda.

SELECTION PROCESS AND AWARD: The award will be made to the lowest priced, responsive, responsible Bidder. The Bidder(s) understands that this Bid does not constitute an agreement or a contract with the Bidder. The COUNTY reserves the right to reject all bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to waive formalities, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety. In evaluating Bids, the COUNTY shall consider the information provided by the Apparent Low Bidder as described in these "INSTRUCTIONS TO BIDDERS." Any of the following causes may be considered as sufficient grounds for disqualification of a Bidder or the rejection of a Bid:

(a) Submission of more than one (1) Bid for the same Work by any entity under the same or different names.
(b) Evidence of collusion among Bidders.
(c) Submission of an unbalanced Bid in which prices quoted for some items are out of proportion to the prices quoted for other or similar items in the same Bid.
(d) Lack of responsibility as shown by past Work from the standpoint of life safety including, but not limited to, strict adherence to all maintenance of traffic requirements of COUNTY, workmanship, progress and financial irresponsibility.
(e) Uncompleted Work for which the Apparent Low Bidder is committed by contract which might hinder or prevent the prompt completion of Work under this Bid if an Agreement would have been awarded to the Apparent Low Bidder.
(f) Falsification of any entry made on the Bid Documents shall be deemed a material irregularity and will be grounds, at the COUNTY's option, for disqualification of the Apparent Low Bidder or rejection of the Bid.
(g) This section shall be construed liberally to benefit the public and not the Apparent Low Bidder; however, any other evidence which may hinder or otherwise delay completion of the Project may be grounds for disqualification.
(h) Non-compliance with the submittal requirements of these Instructions to Bidders.

AWARD CRITERIA: The recommendation of award will be based on, but not limited to the following criteria:

(a) The ability, capacity and skill of the Apparent Low Bidder to perform the Work.

(b) Whether the Apparent Low Bidder can perform the Work promptly, or within the time specified, without delay or interference.
(c) The character, integrity, reputation, judgment and efficiency of the Apparent Low Bidder.
(d) The quality of performance of previous contracts or services to Seminole County or any other agency or client.
(e) The previous and existing compliance by the Apparent Low Bidder with Chapter 220, Seminole County Purchasing Code & Procedures, the life safety requirements of COUNTY, and other laws and ordinances, regulations.
(f) The sufficiency of the financial resources and ability of the Apparent Low Bidder to perform the Work.
(g) The quantity, availability and adaptability of the Apparent Low Bidder to perform the Agreement or service to the particular needs of the COUNTY.
(h) The ability of the Apparent Low Bidder to retain employees for the purpose of this Work.
(i) The experience of the Apparent Low Bidder performing in a similar manner as required by this Agreement. Minimum of three (3) satisfactory years shall be required.
(j) The type, structure and experience of the local or branch management proposed.
(k) Quality Control Program.
(l) Claims and Litigation filed against the Apparent Low Bidder or filed by the Apparent Low Bidder for equitable adjustment, contract claim or litigation in the past five (5) years.
(m) Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association within the last five (5) years.

BID PREPARATION COSTS: Neither the COUNTY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this IFB. Bidders should prepare their bids simply and economically, providing a straightforward and concise description of the Bidder's ability to meet the requirements of this IFB.

ACCURACY OF BID INFORMATION: By submission of a bid, Bidder acknowledges that they have carefully examined the IFB documents and agrees to furnish the services/products specified in the solicitation at the prices, rates or discounts as proposed. Bidder agrees that their bid will remain firm for a period of up to one hundred twenty (120) days in order to allow the County adequate time to evaluate the submittals.

By submission of a bid, Bidder agrees to abide by all conditions of this bid and understand that a background investigation may be conducted by the Seminole County Sheriff's Department prior to award. Bidder certifies that all information contained in their bid is truthful to the best of their knowledge and belief. Bidder further certifies that they are duly authorized to submit this bid on behalf of the vendor/Bidder as its act and deed and that the vendor/Bidder is ready, willing and able to perform if selected.

INSURANCE: A misstatement or omission of a material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the Proposer's submitted proposal and rescission of any ensuing Award Agreement.

The COUNTY recommends that all Bidders review the insurance requirements listed within the Draft Agreement with their insurance carriers. A copy of the insurance certificate shall be furnished to the COUNTY prior to the final execution of the COUNTY's Award Agreement. The COUNTY reserves the right to reject the award to any Bidder that fails to provide the insurance as required within the COUNTY's Award Agreement.

LICENSES: Bidders, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of submittal of Bid. Should the Bidder not be fully licensed and certified, its bid shall be rejected. Any permits, licenses, or fees required shall be the responsibility of the Bidder. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., are the responsibility of the Bidder.

The following licensing requirements shall apply when the applicable Florida Statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation. (a) State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work; (b) Said licenses shall be in the Bidder's name as it appears on the Official Bid Form. Bidder shall supply appropriate license numbers, with expiration dates, as part of their bid. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the bid; (c) Bidder shall provide copies of all applicable licenses with their Bid Proposal; and (d) Subcontractors contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County.

OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.): In instances where such is applicable due to the nature of the bid matter with which this bid package is concerned, all material, equipment, etc., as proposed and offered by Bidders must meet and conform to all O.S.H.A. requirements; the Bidder's signature upon the bid proposal form being by this reference considered a certification of such fact.

POSTING OF RECOMMENDATION AND INTENT OF AWARD: The recommendation and intent to award for this IFB will be posted on the COUNTY's Website (www.seminolecountyfl.gov/purchasing) prior to submission for final approval of award. Failure to file a protest with the COUNTY's Purchasing & Contracts Manager within the time prescribed in the COUNTY's Purchasing Code, Policies and Procedures shall constitute a waiver of proceedings.

PUBLIC RECORDS: Upon recommendation and intent to award for this IFB as posted to the COUNTY's website or within thirty (30) calendar days after closing, bids are considered "public records" and shall be subject to the public disclosure regulations consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary pursuant to the COUNTY's, "Compliance With Public Records Law" Form, which is required as part of the IFB documents. Ownership of all data, material, and documentation originated and prepared for the County pursuant to the IFB shall belong exclusively to the County and be subject to public inspection in accordance with the Public Records Law. Trade secrets or proprietary information submitted by a Bidder shall not be subject to public disclosure under the Public Records Law; however, the Bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

PROHIBITION AGAINST CONTINGENT FEES: It shall be unethical for any person to be retained, or to retain any company or person, other than a bonafide employee working solely for the Bidder to solicit or secure the Award Agreement for this IFB, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the Bidder, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Award Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Award Agreement at its sole discretion, without liability and to deduct from the Award Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ACCEPTANCE / REJECTION / DISQUALIFICATION: The COUNTY reserves the right to accept and make award to those Bidders, who in the opinion of the COUNTY, will be in the best interest of and/or the most advantageous to the COUNTY. The COUNTY reserves the right to reject all bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety. The COUNTY reserves the right to reject the bid of any Bidder who has previously failed in the proper performance of an award or to deliver on time agreements of a similar nature or who, in the COUNTY's opinion, is not in a position to perform properly under this award. The COUNTY reserves the right to inspect all facilities of Bidders in order to make a determination as to the available resources to perform properly under this award. The COUNTY reserves the right to waive any irregularities, informalities, and technicalities and may, at its discretion, issue a re-procurement.

More than one (1) bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one proposal submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the County, only the terms and conditions in this document shall apply: No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

RESPONSIBILITY: The County reserves the right, before award, to require a Bidder to submit such evidence of his qualifications as it may deem necessary, and may consider any evidence available such as financial, technical, and other qualifications and abilities of the Bidder, including past performance and experience with the County. This information may be used to determine the Bidder’s responsibility.

BIDS TO REMAIN FIRM. All Bids shall remain firm for a minimum of one hundred twenty (120) days after the day of the Bid opening to allow for the evaluation and selection process and proper execution of the Agreement. Extensions of time when Bids shall remain opened beyond the one hundred twenty day period may be made only by mutual agreement between Seminole County and the Selected Bidder. The successful Contractor must maintain the bid prices firm for a minimum of one (1) year after the contract is executed. No cost increase will be authorized during the first year of the agreement.

PURCHASING CODE: The COUNTY’s Code of Ordinances Chapter 220 (Purchasing Code), Administrative Code Section 3.55 (Purchasing Policy), and the County Manager's Policies & Procedures apply to this IFB in their entirety with respect to this IFB.

AFFIRMATION: By submission of a bid, the Bidder affirms that their bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services, and in all respects fair and without collusion or fraud. The Bidder agrees to abide by all conditions of this IFB and the resulting Award Agreement

MISTAKES IN BID: Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so

will be at Bidder's risk. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing and Contracts Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The County reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the County.

DRUG-FREE WORKPLACE COMPLIANCE: Bidder shall comply with Florida Statute 287.087 and failure to comply shall result in rejection/disqualification of the bid and all agreements as a result of this solicitation.

PUBLIC ENTITY CRIME: Any Person or affiliate, as defined in Section 287.133 of the Florida Statutes, shall not be allowed to contract with the COUNTY, nor be allowed to enter into a subcontract for Work on this Project, if such a person or affiliate has been convicted of a public entity crime within three (3) years from the date of this Project was advertised for Proposal, or if such person or affiliate was listed on the State's convicted vendor list, within three (3) years of the date of this Project was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), including but not limited to, any contract for the construction or repair of a public building or public work involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Agreement with the COUNTY obtained in violation of this Section shall be subject to termination for cause. A sub-Contractor who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a sub-Contractor acceptable to the COUNTY.

UNIFORM COMMERCIAL CODE: The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Bidder and the County for any terms and conditions not specifically stated in this solicitation.

PROPRIETARY/RESTRICTIVE SPECIFICATIONS: Bidder, who feels the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must notify the Purchasing and Contracts Division of their rejection upon receipt of this IFB and prior to the due date.

PAYMENT TERMS/DISCOUNTS: The County's payment terms are in accordance with Florida Statute 218, Florida Prompt Payment Act. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for evaluation purposes.

ECONOMIC PRICE ADJUSTMENTS: Written request for price adjustments may be made every twelve (12) months. This request shall be made within thirty (30) days after each allowable renewal period. All price adjustment must be evaluated and accepted by the Purchasing and Contracts Manager, or designee, and shall be effective upon issuance of a written contract amendment. Any increased price adjustment(s) must be supported by Consumer Price Index and/or Producer Price Index documentation supporting the requested increase. However, the maximum allowable increase shall not exceed four percent (4%).

PRICE REDETERMINATION – FUEL: The Contractor may petition the Purchasing and Contracts Manager or designee for price re-determination if/when the price of fuel increases by a minimum of ten (10%) percent. Any price re-determination will be solely based upon changes as documented by the Producer Price Index (PPI) for the commodity "Gasoline - WPU0571" or "#2 diesel fuel - WPU057303" as published by the Bureau of Labor Statistics, which can be found on-line at http://stats.bls.gov. The base index number will be the month of the due date of the solicitation. Subtracting the base index number from the current index number and dividing the result by the base index number calculates the maximum percentage increase allowed. Any price re-determination will include all items awarded. If the County and the bidder cannot agree on any price re-determination, then the contract will expire. Vendors shall provide documentation to illustrate what percentage of the price is related to fuel, as the increase shall be calculated based upon the percentage of the cost associated to the cost of fuel (see example below). Failure to provide the detailed cost analysis with each request for a price re-determination due to fuel price escalation shall preclude any price re-determination due to fuel costs.

Example:

- Fourteen (14%) percent of the cost to provide product/service is attributed to the cost of fuel.
- PPI in the month the solicitation closed was $158.73 — 264.52
- Current PPI is $264.52 — -158.73
  105.79
- $105.79 divided by $158.73 = .666%
- The unit cost of the service is $100.00
- 14% of $100.00 = $14.00
- $14.00 x .666 = $9.32
- New unit price for the product/service is $109.32

If the Purchasing and Contracts Manager or designee grants an increase in the contract price based upon increases in gasoline and/or diesel prices, then the Director may also adjust the contract price downward if the cost of gasoline and/or diesel decreases by ten percent (10%) or more from the date of the last increase in the contract price. This clause may be used in addition to any other price re-determination clause in this invitation. If the County and the bidder cannot agree on any price re-determination, then the contract will expire without prejudice thirty (30) days after the impasse is reached.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: All Applicants submitting a response to this solicitation agree that such response also constitutes a submittal to all governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this proposal, should the Applicant feel it is in their best interest to do so. Each governmental agency desiring to accept these submittals, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this solicitation. This agreement in no way restricts or interferes with the right of any governmental agency to re-solicit any or all items.

QUANTITIES: Seminole County will not be held to any maximum or minimum purchase quantities as a result of this solicitation and/or resulting contract. Seminole County reserves the right to purchase any; all, or none, of its requirements from vendors awarded a contract as a result of this solicitation. All quantities as shown are approximate and no guarantee is made. Except as this contract may otherwise provide, if the County's requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

PRICE/DELIVERY: Price(s) quoted must be the price(s) for new merchandise unless otherwise specified. Any bids containing escalator clauses will not be considered unless specifically requested in the bid specifications.

Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. F.O.B. POINT: The F.O.B. point shall be destination. The prices bid shall include all costs of loading, transporting, delivery and to designated point(s) within Seminole County.

Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and the Contractor's delivery date must be specified and adhered to. Should the Contractor, to whom the order or contract is awarded, fail to deliver on or before the stated date, the County reserves the right to cancel the order or contract and make the purchase elsewhere and the Contractor will be required to compensate the County for the difference in price paid for the alternate product. The Contractor shall be responsible for making any and all claims against carriers for missing or damage items. Partial shipments will be acceptable unless otherwise stated.

BID FORMS: All bids must be submitted on the County's standard Bid Response Form. Bids on Bidder's quotation forms shall not be accepted.

METHOD OF ORDERING: The County shall issue Purchase Orders against the contract on an as needed basis for the supplies or services listed on the Bid Proposal Form.

The County reserves the right to reject all bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety.

Part 3
Instructions for the preparation of Bids

The Bidder(s) warrants its response to this Invitation for Bid to be fully disclosed and correct. The firm must submit a bid complying with this Invitation for Bid, and the information, documents and material submitted in the bid must be complete and accurate in all material aspects. Bidders are advised to carefully follow the instructions listed below in order to be considered fully responsive to this Bid. Bidders are further advised that lengthy or overly verbose or redundant submissions are not necessary. **Please avoid the use of plastic three-ring or spiral bindings, laminated covers and inserts when preparing submittals. You need only to return required, signed documents and information pertinent to this specific project.** Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide requested information may result in disqualification of response.

The bid must be divided into the following three (3) sections:

1. REQUIRED SUBMITTALS:

Bidder Information – Page #1 of Package
Summary of Litigation: Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Bidder in the past five (5) years which is related to the services that Bidder provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and monetary amounts involved.
License Sanctions: Regulatory/license agency sanctions within the past 5 years.
Attachment A - Conflict of Interest Statement (Rev. 9/3/2014)
Attachment B - Compliance with the Public Records Law (Rev. 3/27/14)
Attachment C - Worker's Compensation Form (Rev. 3/22/12)
Attachment D - Taxpayer Identification No. and Certification W-9 Form (Rev. 12-2011)
Attachment E – Drug Free Work Place (Rev. 2/13/06)
Attachment F - Americans with Disabilities Act Affidavit (Rev. 6/15/01) (If applicable)

2. PAST PERFORMANCE:

The Bidder shall include qualifications and past performance of the firm/individual(s) who will provide the services. The submission must include:

A. Bidder must provide a minimum of five (5) previous and current clients including name, address, phone number, fax numbers, e-mail address, contact person and a brief description of the services/materials/equipment provided. The County intends to conduct reference checks of those clients. These checks will be designed to validate the company's performance on prior projects/programs, ascertain the difference (if any) between expectations and delivery, and determine overall satisfaction with the company's services.

3. PRICE BID

The Bid Proposal shall be submitted on the forms included herein. Prices not submitted on the attached forms shall render the Bid non-responsive.

Part 4
Price Submittal

IFB-602347-15/GCM - Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services

Name of Bidder: _____

Mailing Address: _____

Street Address: _____

City/State/Zip: _____

Phone Number: (____) _____ FAX Number: (____)_____

E-Mail Address: _____

Designated Project Manager Information:

Project Manager: _____

Project Manager Telephone No.: _____ Fax No.: _____

E-Mail Address: _____

Pursuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, and tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the required services/commodities all in strict conformity Bid Documents for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

Costs shall be inclusive of all direct and indirect costs including but not limited to, materials, labor, equipment, transportation, coordination and incidentals necessary for the performance of the work specified in Bid documents.

The cost of the materials/equipment shall include all costs, including but not limited to:

- General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery/transportation of unit(s) to the County's service delivery address, indirect costs, i.e., insurance, etc., indirect labor costs.

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP A - HYDRANT SERVICES					
A1	Hydrant Maintenance (includes scrape, wire brush and paint)	EA.	350	$	$
A2	Hydrant Maintenance (without scrape, wire brush and paint)	EA.	1000	$	$
A3	Hydrant Maintenance (includes sand blast and paint)	EA.	25	$	$
A4	Furnish and attach Hydrant I.D. tag (with required information)	EA.	250	$	$
A5	Furnish and install reflective road marker	EA.	500	$	$
A6	Extended Flush Time (15 minute Unit)	EA.	250	$	$
A7	Bonnet and/or break away flange bolt replacement	EA.	25	$	$
A8	Upper barrel repair	EA.	35	$	$
A9	lower barrel repair	EA.	50	$	$
A10	Hydrant extension (6")	EA.	25	$	$
A11	Hydrant extension (12")	EA.	20	$	$
A12	Hydrant extension (18")	EA.	20	$	$
A13	Replace typical bury (48") hydrant on functioning and restrained isolation valve (includes excavation, materials, backfill and compaction). **Will not require a shut down or line stop.**	EA.	10	$	$
A14	Replace typical bury (48") hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on" (includes excavation, materials, backfill and compaction). **Will not require a shut down or line stop.**	EA.	10	$	$
A15	Replace typical bury (48") hydrant and (or install) isolation valve on existing restrained MJ tee (includes excavation, materials, backfill and compaction). **Will require a shut down or line stop.**	EA.	15	$	$
A16	Replace typical bury (48") hydrant, isolation valve and tee (includes excavation, materials, backfill and compaction). **Will require a shut down or line stop.**	EA.	15	$	$
A16a	With 6" x 6" tee	EA.	3	$	$
A16b	With 6" x 8" tee	EA.	3	$	$
A16c	With 6" x 10" tee	EA.	2	$	$
A16d	With 6" x 12" tee	EA.	2	$	$
A16e	With 6" x 14" tee	EA.	2	$	$
A16f	With 6" x 16" tee	EA.	1	$	$
A16g	With 6" x 20" tee	EA.	1	$	$
A16h	With 6" x 24" tee	EA.	1	$	$
A17	Install new hydrant and (isolation) valve on existing typical 48" bury water main	EA.	25	$	$
A17a	With 6" x 6" wet tap	EA.	2	$	$
A17b	With 6" x 8" wet tap	EA.	2	$	$
A17a	With 6" x 10" wet tap	EA.	2	$	$
A17c	With 6" x 12" wet tap	EA.	2	$	$
A17d	With 6" x 14" wet tap	EA.	2	$	$
A17e	With 6" x 16" wet tap	EA.	2	$	$
A17f	With 6" x 20" wet tap	EA.	2	$	$
A17g	With 6" x 24" wet tap	EA.	2	$	$
A18	Abandon existing hydrant by installing restrained cap or plug with 2" blow-off assemble in isolation valve (includes materials, excavation, backfill and compaction)	EA.	10	$	$
A19	Installation of hydrant other than typical 48" bury (adder per foot)	LF.	30	$	$
A20	If hydrant set is more than 6' away from centerline of tee (adder per foot)	LF.	25	$	$
A21	If hydrant set requires additional restrained 6" MJ bend(s) (per fitting)	EA.	15	$	$

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP B - VALVE SERVICES					
B1	Valve maintenance (includes sub-meter GPS location)	EA.	1000	$	$
B2	Valve maintenance (includes sub-foot GPS location	EA.	750	$	$
B3	Valve maintenance (without GPS location)	EA.	350	$	$
B4	Raise valve box to grade < 12" depth (excluding concrete areas and vehicular arteries	EA.	125	$	$
B5	Raise valve box to grade < 12" depth in concrete areas and vehicular arteries	EA.	100	$	$
B6	Raise valve box to grade (or replace valve box) > 12" depth but < 42" depth in concrete areas and vehicular arteries	EA.	50	$	$
B7	Raise valve box to grade (or replace valve box) > 12" depth but < 48" depth in concrete areas and vehicular arteries	EA.	50	$	$
B8	Replace existing 2" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	$	$
B9	Replace existing 4" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	$	$
B10	Replace existing 6" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	$	$
B11	Replace existing 8" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	$	$
B12	Replace existing 10" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	$	$
B13	Replace existing 12" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	$	$
B14	Replace existing 14" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	$	$
B15	Replace existing 16" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	$	$
B16	Replace existing 20" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	$	$
B17	Replace existing 24" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	1	$	$
B18	Installation of 4" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	$	$
B19	Installation of 6" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	25	$	$
B20	Installation of 8" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	25	$	$
B21	Installation of 10" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	$	$
B22	Installation of 12" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	$	$

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP C - VALVE RELATED SERVICES					
B23	Realign valve box to grade in dirt, grass, sand or gravel (0' to 4' deep)	EA	25	$	$
B24	Realign valve box to grade in dirt, grass, sand or gravel (4' to 10' deep)	HOURLY[2,3]	25	$	$
B25	Realign valve box to grade in dirt, grass, sand or gravel (> 10' deep)	HOURLY[2,3]	25	$	$
B26	Realign valve box to grade in pavement (0' to 4" deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	EA	15	$	$
B27	Realign valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY[1,2,3]	15	$	$
B28	Realign valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY[1,2,3]	15	$	$
B29	Raise valve box to grade in dirt, grass, sand or gravel (> 4' to 10' deep)	HOURLY[2,3]	25	$	$
B30	Raise valve box to grade in dirt, grass, sand or gravel (> 10' deep)	HOURLY[2,3]	25	$	$
B31	Raise valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY[1,2,3]	25	$	$
B32	Raise valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY[1,2,3]	10	$	$
B33	Clean out/vacuum valve box (pricing based on cleaning all of the County's valve boxes in lieu of assessment)	EA	1500	$	$
B34	Clean out valve box, where standard vacuum is not successful by digging, loosening and removing impacted debris and fill in around valve box (2 MEN AND EQUIPMENT)	EA	150	$	$
B35	Large valve repair as an hourly rate with the materials as a pass through. The hourly rate should factor in excavation equipment cost (3 MEN AND EQUIPMENT)	HOURLY[3]	100	$	$
B36	Small valve repair such as 2" blow off. This includes plumbing in a 2" stainless steel fitting such as a short nipple, a stainless steel 90 degree elbow or other items as may be required. Hourly rate for labor and materials will be pass through. The reason this is separate from large valves is the excavation most likely will be shallow and done manually. (2 MEN AND EQUIPMENT)	HOURLY[3]	250	$	$
	Exploratory excavation: Where no other accurate or cost effective means is available to discover, diagnose and recommend remediation, contractor will dig to uncover and identify cost effective options. This includes:			$	$
B37	Exploratory investigation 0' to 4' deep	HOURLY[1,2,3]	120	$	$
B38	Exploratory investigation > 4' to 10' deep	HOURLY[1,2,3]	150	$	$
B39	Exploratory investigation > 10' deep.	HOURLY[1,2,3]	50	$	$
B40	Installation of a 16" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	2	$	$
B41	Installation of a 24" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	2	$	$
Note:					
	(1) For this depth range, the permanent asphalt patch or sidewalk "joint" will be a pass-through item.				
	(2) Dewatering, trench safety, and any associated work (to be discussed beforehand to be billed as "pass through"				
	(3) For billing purposes, the hourly rate can be proportioned into increments of 15 minutes.				

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP D - FLUSHING SERVICES					
D1	Uni-Directional Flushing Services performed at a combined rate			$	$
D1a	Contractor will review the UDF sequences developed by SCES and identify the locations and quantities of valves to be opened and closed for each sequence. Contractor will charge the price agreed upon for Item B3, "valve maintenance (without GPS location) for the opening and closing of valves for each sequence.	hourly	250	$	$
D1b	Contractor will at identifed locations flow hydrants for each sequence at flush times as defined by the UDF Engineer to generate the desired flow rate and water exchange. Contractor will use hourly rate of Maintenance flushing (D2) This hourly rate only applies to the time spent by the technician to open, flush and close each hydrant.	hourly	500	$	$
D2	Maintenance Flushing Services performed at an hourly rate.	hourly	250	$	$
ITEM	**DESCRIPTION**	**UNIT**	**EST. ANNUAL USAGE**	**UNIT PRICE**	**EXTENDED COST**
GROUP E - ANCILLARY SERVICES (ADD TO ANY OF THE ABOVE HYDRANT AND/OR VALVE SCENARIOS IF APPLICABLE)					
E1	**Required use of Ductile iron pipe in lieu of C-900 PVC pipe (cost to include any additional labor, materials, excavation, backfill and compaction)**				
E1a	6 inch	**LF.**	50	$	$
E1b	8 inch	**LF.**	50	$	$
E1c	10 inch	**LF.**	25	$	$
E1d	12 inch	**LF.**	25	$	$
E1e	14 inch	**LF.**	10	$	$
E1f	16 inch	**LF.**	50	$	$
E1g	20 inch	**LF.**	10	$	$
E1h	24 inch	**LF.**	10	$	$
E2	**Line stop services (includes materials, excavation on < 48" bury to bottom of pipe, backfill and compaction)**				
E2a	4" line stop (SS fitting)	**EA.**	5	$	$
E2b	4" line stop (epoxy fitting)	**EA.**	5	$	$
E2c	6" line stop (SS fitting)	**EA.**	10	$	$
E2d	6" line stop (epoxy fitting)	**EA.**	10	$	$
E2e	8" line stop (SS fitting)	**EA.**	5	$	$
E2f	10" line stop (SS fitting)	**EA.**	5	$	$
E2g	12" line stop (epoxy fitting)	**EA.**	5	$	$
E2h	14" line stop (epoxy fitting)	**EA.**	5	$	$
E2i	16" line stop (epoxy fitting)	**EA.**	5	$	$
E2j	20" line stop (epoxy fitting)	**EA.**	5	$	$
E2k	24" line stop (epoxy fitting)	**EA.**	5	$	$

ATTACHMENT A
Conflict of Interest Statement

STATE OF FLORIDA)
) ss
COUNTY OF _____)

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

1. I am the _____ of _____ with a local office in _____ and principal office in _____.
2. The above named entity is submitting an Expression of Interest for the Seminole County project described as **IFB-602347-15/GCM**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of Seminole County.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with Seminole County.
10. I certify that no member of the entity's ownership or management is currently serving as a member of any Seminole County advisory board(s) or committee(s), or alternatively state that (insert the individual's name) _____, who is a member of the above-named entity's ownership or management, is currently serving as a member of the following Seminole County advisory board(s) or committee(s): _____.
11. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify Seminole County in writing.

DATED this _____ day of _____, 20_____.

_____Signature

_____Typed Name of Affiant

_____Title

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

Personally known_____

OR Produced identification_____**Notary Public - State of** _____

_____ **My commission expires**_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

9/3/2014

ATTACHMENT B
COMPLIANCE WITH THE PUBLIC RECORDS LAW

Seminole County shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked **"EXEMPT FROM PUBLIC RECORDS LAW"**. Failure to identify protected material via a separate marked envelope will cause the County to release this information in accordance with the Public Records Law despite any markings on individual pages of your proposal/bid.

By submitting a response to this solicitation, the company agrees to defend the County in the event we are forced to litigate the public records status of the company's documents.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Project Number: IFB-602347-15/GCM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Rev. 8/23/12

ATTACHMENT C
WORKER'S COMPENSATION FORM

WORKERS' COMPENSATION
COMPLIANCE CERTIFICATION

Chapter 440 of the Florida Statutes establishes a workers' compensation system designed to assure the quick and efficient delivery of disability and medical benefits to an injured worker and to facilitate the worker's return to gainful employment at a reasonable cost to the employer. It is the policy of Seminole County to do business only with those entities which are fully compliant with Chapter 440, including all reporting and premium payment requirements.

To meet this compliance requirement, the undersigned hereby certifies that _____
(name of business entity)

☐ has fully complied with all the requirements of Chapter 440, Florida Statutes, including provisions regarding reporting and premium payments; or

☐ is exempt from the provisions of Chapter 440, Florida Statutes, for the following reason:

_____

_____

_____

By: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this _____ day of _____, 20_____, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, as _____, of _____, a corporation duly authorized to conduct business in the State of Florida, who is ☐ personally known to me or ☐ who has produced _____ as identification. He/she acknowledged before me that the foregoing instrument was executed by such officer in the name and on behalf of the corporation, and that the official seal of the corporation has been affixed hereto.

[NOTARY SEAL]

_____
Notary Public in and for the County and State Aforementioned

ATTACHMENT D
W-9 FORM

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ATTACHMENT E
DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that

_____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 violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's 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 proposed 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 proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 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.

_____
Bidder's Signature

_____
Firm

_____
Date

Rev. 2/13/06

ATTACHMENT F
AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding COUNTY.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq*. It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the COUNTY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Affix Corporate Seal

STATE OF)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of_____, 20____, by_____ of _____ firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.

Print Name _____
Notary Public in and for the County and State Aforementioned

My commission expires:_____

Rev. 6/15/01

ATTACHMENT G
DRAFT AGREEMENT

(All Exhibits will be incorporated prior to contract execution based on the successful Bidder)

TERM CONTRACT FOR HYDRANT AND VALVE INSTALLATION, REPAIR, AND MAINTENANCE SERVICES (IFB-602347-15/GCM)

THIS AGREEMENT is made and entered into this 23rd day of NOVEMBER, 2015, by and between **HYDROMAX USA**, duly authorized to conduct business in the State of Florida, whose address is 2500 Drane Field Road, Suite 204, Lakeland, Florida 33811, hereinafter referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide hydrant and valve installation, repair, and maintenance services for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent, qualified, and desires to provide services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

Section 1. Services. COUNTY does hereby retain CONTRACTOR to furnish services as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required services shall be specifically enumerated, described and depicted

CERTIFIED COPY
MARYANNE MORSE
Clerk of Circuit Court and Comptroller
SEMINOLE COUNTY, FLORIDA
BY Kyla Spencer
DEPUTY CLERK

in the Release Orders authorizing specific services. This Agreement standing alone does not authorize services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Release Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services authorized by the Release Order. The first three (3) months of the initial term shall be considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Services. Authorization for provision of services by CONTRACTOR under this Agreement shall be in the form of written Release Orders issued and executed by COUNTY. A sample Release Order is attached hereto as Exhibit B. Each Release Order shall describe the services required and shall state the dates for performance of services and establish the amount and method of payment. The Release Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Release Orders or that CONTRACTOR will perform any Release Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The services to be provided by CONTRACTOR shall be performed, as specified in such Release Orders as may be issued hereunder within the time specified therein.

Section 5. Compensation. COUNTY agrees to compensate CONTRACTOR for the professional services provided for under this Agreement on a "Fixed Fee" basis. When a Release Order is issued on a Fixed Fee basis, then the applicable Release Order Fixed Fee amount shall include any and all reimbursable expenses.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all services required by the Release Order, but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Release Order.

(b) For Release Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Release Order services actually provided, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by COUNTY to CONTRACTOR when requested as services are furnished, but not more than once monthly. Each Release Order shall be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services therein, the name and address of CONTRACTOR, Release Order number, Contract number, and any other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Environment Services Department
500 West Lake Mary Boulevard
Sanford, Florida 32773

(d) Upon review and approval of CONTRACTOR's invoice, COUNTY shall, in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes, pay CONTRACTOR the approved amount.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory performance of services required hereunder and upon acceptance of the services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment hereunder. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for of this Section and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided for in subsection (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. Responsibilities of CONTRACTOR. Neither COUNTY's review, approval, or acceptance of, nor payment for any of the services required will be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. CONTRACTOR shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Release Order issued hereunder, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever

type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other agreements or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees, persons, and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided for in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Agreement and Release Order in Conflict. Whenever the terms of this Agreement conflict with any Release Order issued pursuant to it, this Agreement shall prevail.

Section 11. Equal Opportunity Employment. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 12. No Contingent Fees. 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 other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion without liability, and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

Section 14. Assignment. This Agreement nor any interest herein, shall not be assigned, transferred or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

Section 15. Subcontractors. In the event that CONTRACTOR during the course of the work under this Agreement requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

Section 16. Indemnification of COUNTY. CONTRACTOR agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages arising from, allegedly arising from, or related to the provision of services hereunder by CONTRACTOR.

Section 17. Insurance.

(a) General. CONTRACTOR shall, at its own cost, procure insurance required under this Section.

(1) CONTRACTOR shall furnish COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. If the policy provides for a blanket additional insured coverage, please provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the additional insured verbiage. The Certificate of Insurance shall provide that COUNTY shall be given, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) The Certificate of Insurance shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the insurance requirements of this Agreement. **The Certificate of Insurance shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall, within thirty (30) days after receipt of the request provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section. Certified copies of policies may only be provided by the insurer, not the agent/broker.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its full responsibility for performance of any obligation including CONTRACTOR's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies (other than Workers' Compensation) must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Florida Office of Insurance Regulation.

(2) In addition, such companies shall have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority; or (ii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as it has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain and keep in force

amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in this Agreement, the insurance shall become effective upon execution of this Agreement by CONTRACTOR and shall be maintained in force until the expiration of this Agreement's term and/or the expiration of all Release Orders issued under this Agreement, whichever comes first. Failure by CONTRACTOR to maintain insurance coverage within the stated period and in compliance with insurance requirements of COUNTY shall constitute a material breach of this Agreement, for which this Agreement may be immediately terminated by COUNTY. The amounts and types of insurance shall conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's

and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy shall be:

$500,000.00	(Each Accident)
$500,000.00	(Disease-Policy Limit)
$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess Policy) shall be as follows:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Insurance Liability insurance with limits of not less than One Million and No/100 Dollars ($1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business

Auto Policy (ISO Form CA 00 01) as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos or any autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three times (3x) the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000.00

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers or employees shall be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability and the Umbrella policy required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR, its employees or its agents of liability from any obligation under a Section or any other portion of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the Prompt Payment Procedure,s arising under this Agreement within the dispute resolution procedures set forth in Section 3.5540, "Contract Claims", Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary services that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, will designate and advise CONTRACTOR in writing of one or more of its employees to whom all communications pertaining to the day to day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and shall keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments or Alterations. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 22. Independent Contractor. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONTRACTOR (including its officers, employees,

and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statues, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;

(2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

(4) meet all requirements for retaining public records and transfer, at no cost to the COUNTY, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology system of COUNTY.

(c) Failure to comply with this Section shall be deemed a material breach of this Agreement, for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR.

Section 26. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 27. Patents and Royalties. Unless otherwise provided, CONTRACTOR shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented or unpatented invention, process or article manufactured or supplied by CONTRACTOR. In the event of any claim against

COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY any infringing products or services or procure a license at no cost to COUNTY which will allow continued use of the service or product. If none of the alternatives are reasonably available, COUNTY agrees to return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 28. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

Environment Services Department
500 West Lake Mary Boulevard
Sanford, Florida 32773

For CONTRACTOR:

Hydromax USA
2500 Drane Field Road, Suite 204
Lakeland, Florida 33811

Section 29. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

HYDROMAX USA

Witness

Steven Magistrelli
Print Name

Witness

Lamar Carroll
Print Name

By: _____

Print Name: JEFFREY A GRAHAM

Title: PRESIDENT

Date: NOVEMBER 20, 2015

SEMINOLE COUNTY, FLORIDA

Witness

Gladys Marrozos
Print Name

Witness

Kellen Erlandson
Print Name

By: _____
RAY HOOPER, Purchasing and Contracts Manager

Date: 11/23/15

For the use and reliance of Seminole County only.

As authorized for execution by the Board of Seminole County Commissioners at its November 10, 2015, regular meeting.

A-1418-15

Approved as to form and legal sufficiency.

County Attorney

AEC/ljp/lpk
6/30/15 9/23/15
p:\users\legal secretary csb\purchasing 2015\IFB-602326 Hertz.doc

Attachments:
Exhibit A – Scope of Services and Fee Structure
Exhibit B – Sample Release Order

EXHIBIT "A"

SUBMIT BIDS TO: Seminole County 1301 E. Second Street Sanford, Florida 32771 **Attn: PURCHASING & CONTRACTS (PCD)**	**INVITATION FOR BID** And Bidder Acknowledgment
Contact: Gladys Marrozos, CPPB Sr. Procurement Analyst 407-665-7110 - Phone 407-665-7956 - Fax gmarrozos@seminolecountyfl.gov	**IFB-602347-15/GCM** **Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services**
Pre-Bid Conference Date: August 13, 2015 Time: 9:00 AM (Eastern Standard Time) Location of pre-Bid Conference: Environmental Services Department, 500 West Lake Mary Boulevard Sanford, Florida 32773	
Bid Due Date: September 2, 2015 Time: 2:00 PM (Eastern Standard Time) Location of Public Opening: Purchasing & Contracts Division, PCD Conference Room 1301 E. Second Street, Sanford, FL 32771	
Proposer Name: Hydromax USA	Federal Employer ID Number: 20-0602448
Mailing Address: 2500 Drane Field Rd, Ste 204	If returning as a "No Submittal", state reason (**If so, return only this page**):
City, State, Zip: Lakeland FL 33811	
Type of Entity **(Circle one)**: Corporation (Partnership) Proprietorship Joint Venture Incorporated in the State of: Indiana List of Principals: Jeffrey Graham, Steve Lacy Mark Bruce	**The undersigned Bidder hereby acknowledges receipt of Addenda Numbers** none **through** ____: 8/27/2015 Authorized Signature (Manual) Date
Email Address: shane.maletich@hydromaxusa.com	Typed Name: Jeffrey Graham
Telephone Number: 813-305-6610	Title: President
Fax Number: 502-565-0239	Date: 8/27/2015

THIS FORM MUST BE COMPLETED AND RETURNED WITH WRITTEN BID

The Bidder is expected to completely analyze the information contained in this Invitation for Bid (IFB) as guidance for the preparation of their written submittal. The Bidder's written bid should be specific, detailed, and complete in order to clearly and fully demonstrate the Bidder's understanding of the requested work and/or delivery requirements.

Part 1
General Scope

GENERAL DESCRIPTION:

The Seminole County Environmental Services Department (SCES) requires services of experienced, licensed contractor(s) to provide maintenance, repair and replacement part services for fire hydrants, valves (including associated fittings, restraints and pipe), and flushing services on an "as needed" basis at locations within the SCES utility's distribution systems. SCES will furnish the successful contractor(s) with the most recent copy of the distribution systems atlas in an electronic format.

The Contractor(s) will be responsible for furnishing all labor, tools, equipment, parts and materials to complete the requested work as specified in the Scope of Service section. The Contractor(s) will also be responsible for furnishing all required ancillary services to which includes but is not limited to, mobilization, excavations, well pointing and pumping, shoring, line stops, wet taps, maintenance of traffic, and site restorations necessary to complete the requested work as specified in the Scope of Services.

STANDARDS:

A. SCES Utility Engineering Specifications for Water Distribution Construction.
B. Seminole County Standards for applicable public right-of-way improvements under County jurisdiction.
C. FDOT Utility Accommodation Manual (latest edition) and FDOT Design Standards for Construction, Maintenance and Utility Operations on the State Highway System (2008 or latest edition).
D. AWWA Standards for Maintenance, Repair and Replacement of fire hydrants (M-17) and distribution system valves (M-44) (most applicable and latest edition).
E. OSHA Standards as applicable to associated work.

SPECIAL CONDITIONS:

Contractor's Response Time: Contractor(s) shall be adequately staffed and equipped to respond to all aspects of the requested work within 72 hours, if required by SCES.

Contractor's Personnel: The Contractor(s) must employ and assign a Project Manager who will oversee the described work and who has a minimum of five (5) years continuous field and supervisory experience in all aspects of the described work. The Project Manager shall serve as the single point of contact for all work, be responsible for coordinating and scheduling all work (including restoration) and be available (by phone, if not in person) while contractor's crews work within SCES distribution systems.

The Contractor shall employ and designate a qualified **Quality Control Manager** who shall be responsible for re-inspection of all field processed data if it falls outside of tolerances. All such data shall be re-collected. The Quality Control Manager shall also be responsible of random sampling of not less than 10% of the total contract value. This will provide quality assurance of all physical aspects of the service and validation of all data attributes collected.

For each job or task assigned under this contract, the Contractor's Project Manager shall assign qualified and responsible Service Technicians to complete requested work. At any time the Contractor's personnel is working within the SCES distribution systems, notification is required to the SCES SCADA

Operations Center at 407-665-2767. All Service Technicians shall wear a uniform shirt that identifies the Contractor by name. All Service Technicians shall arrive at, and travel through the Utility system in a presentable service vehicle identified with the Contractor's name, logo and telephone number.

Contractor's Equipment: The Contractor shall utilize and maintain all equipment in a safe and responsible manner. It is the responsibility of the Contractor to maintain all equipment so as to avoid any leaking fuel, oil, and/or hydraulic fluid. If such leakage occurs, it shall be the responsibility of the Contractor to protect the environment and the surrounding surfaces from contamination and/or damage. If said leakage is excessive or cannot be adequately contained, said equipment must cease operation and be removed from the job site. All Contractor(s) service vehicles shall be maintained in a presentable manner and have Contractor name and logo adequately displayed.

SCES Requirements for Work and Site Visit Management: Contractor personnel shall notify their assigned SCES representative each day, prior to beginning work within the County utility system. All contractor personnel shall display on their person a company identification badge that is clearly visible at chest level and not covered by clothing or other items. This badge must have the company name, company phone number, the individual's name and the individual's photo. In addition, SCES requires that the Contractor create a service call or job order ticket that shall have, at a minimum, the following information:

- Company name and contact information
- Company job or work order number
- SCES contact name and phone number
- SCES job number and Seminole County purchase order number
- Date/time of beginning and ending of work
- Number of Technicians
- Work location and description of work to be performed
- Detailed description of solution and/or work completed

SCOPE OF SERVICES:

Hydrant Maintenance: Fire hydrant testing and maintenance shall be in accordance with AWWA – M17 Manual for Installation, field testing, and maintenance of fire hydrants, to include the following procedures:

- Locate and access each fire hydrant
- Locate access and exercise fire hydrant isolation valve
- Check fire hydrant nozzle height for correct ground clearance
- Identify make, model, nozzle size and year of hydrant manufacture
- Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with non-corrosive FDA approved lubricant
- Open hydrant with nozzle caps in place to check for seal leakage
- Verify that hydrant main (bottom) valve completely closes
- Flow hydrant to maximum rate for 15 minutes, record working pressure and calculate flow rate and gallons flushed. If hydrant fails to flow clear in the initial 15 minute flush, contact SCES SCADA Operations Center at 407-665-2767, notifying them of the anomaly. Continue to flow hydrant until water clears, checking in 15 minute increments. The use of a calibrated combination pitot gauge and hydrant diffuser is required for all hydrant flushing.
- Close hydrant completely. Back off the opening nut enough to take the pressure off the packing.

- Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required, and lubricate the threads. Check the ease of operation of each cap.
- Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
- Record static pressure
- Re-attach hydrant nozzle caps
- Scrape, wire brush/or sand blast and paint hydrant appropriate color. Paint shall be Sherwin-Williams Industrial Marine Coatings, ANSI Safety Yellow, Pantone 109 or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.
- Replace (if defective) hydrant ID tag, or install (if not present) hydrant ID tag.
- Replace (if defective) blue reflective road marker, or install (if not present) blue reflective road marker. Reflective pavement markers in blue shall be used to identify the hydrant locations. Each marker is to be placed on the center line of the roadway lane closest to the hydrant.
- Obtain and record GPS site coordinates of hydrant.
- Document any operational deficiencies and/or miscellaneous findings.
- Notification of all malfunctioning and/or out of service hydrants or valves shall be immediately reported to SCES.
- Document all pertinent data into an electronic spreadsheet or database including the following:
    - Hydrant ID tag number
    - Hydrant address location
    - Hydrant GPS site coordinates
    - Date of flush or service
    - Hydrant brand
    - Hydrant model number
    - Hydrant year
    - Hydrant size
    - Hydrant flow rate obtained
    - Hydrant pressure after 5 minutes of flushing
    - Total gallons flushed during service
    - Degree of operating difficulty
    - Deficiencies and/or repairs required to be immediately reported to the Utility.
- All data shall be formatted to match existing SCES data system and/or forms. Data shall be delivered to the SCES in an electronic format compatible with SCES' ArcGIS/ArcMap system or SQL database.

Upper Barrel Repair: An upper bonnet repair shall consist of repairing and/or replacing all necessary components within the upper portions of the hydrant, from the operating nut downwards to the top of the break away (upper barrel) flange, in order to return hydrant to working order. Hydrant rotation shall also be considered as an upper barrel repair.

Lower Barrel Repair: A lower barrel repair shall consist of repairing and/or replacing all necessary components of the hydrant from the top of the break away (upper barrel) flange to the bottom of the hydrant foot valve in order to return hydrant to working order.

Valve Maintenance: Valve maintenance shall include the following procedures:

- Locate and access each valve
- Raise valve box to grade (if applicable)
- Align valve box to vertical position (if located outside of pavement)
- Clean debris and standing water from valve box

- Operate valve from open to close and back to open position for two (2) complete cycles
- Obtain and record GPS coordinates of valve
- Paint valve box blue
- Mark curve with a "V" marking
- Document all pertinent data including location, type, and size of valve, direction of rotation to open position, numbers of turns to full open position, degree of operating difficulty, and note deficiencies and/or closed valves to be immediately reported to the Utility. All data shall be formatted to match existing SCES data system and/or forms. Data shall be delivered to the SCES in an electronic format compatible with SCES' ArcGIS/ArcMap system.

GPS Mapping: All the water distribution valves and fire hydrants encountered in this contract are to be GPS mapped within sub-meter accuracy and the data delivered in an electronic format compatible with SCES' ArcGIS/ArcMap system software. Coordinate data shall be field-collected with autonomous GPS readings and subsequently differentially corrected via post-processing. The contractor(s) shall further refine positions through filtering and inspection to eliminate noise, problematic satellite geometry and multi-path degradation. Point valve features shall be collected at an epoch of one (1) second with a minimum occupation of twenty (20) seconds. Specific parameters include:

- Elevation mask: 15 degrees above the horizon
- Coordinate system: as agreed with NAD 1983 State Plane Florida EAST
- Satellites: >= 4
- Position Dilution of Precision (PDOP) <6
- Horizontal Dilution of Precision (HDOP): <4
- Minimum number of raw positions collected: 20
- In the event of obstructions – where a clear GPS position cannot be captured a laser offset will be executed from a nearby location

At a minimum, and in addition to database attribute requirements, the following coordinate data items shall be generated as a result of this process.

- PDOP value
- HDOP value
- Correction status
- Date recorded
- Time recorded
- Total positions
- Filtered positions
- Horizontal Precision
- Vertical Precision
- Standard deviation
- cor File Name
- X-coordinate
- Y-coordinate

Documentation: Documentation data will be collected on each distribution valve and/or hydrant and will be agreed upon, and be compatible with SCES' ArcGIS/ArcMap system software in advance of work start up.

Data documentation will include, at a minimum:

a) **Physical data –** Identification number, map number, valve size, type of valve, use of valve, valve structure, depth of valve, number of turns, torque, if clean out was necessary, valve discrepancies (by category and details), box/vault discrepancies (by category and details)and any additional information as necessary.
b) **Location data –** Mapping grade GPS coordinate data parameters noted in the GPS mapping section
c) **Discrepancies –** Details on discrepancies so that a work order (as described below) can be concisely created.

Deliverable Data: The Contractor will provide applicable hydrant and valve data in a spatially accurate format compliant with SCES ArcGIS/ArcMap system and in the County's existing data structure. Contractor shall be able to fully integrate data into ESRI ArcGIS/ArcMap and shall be integrated into the SCES ArcGIS system. Metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy, are to be submitted with final and interim data deliveries. The data in electronic format shall contain the information agreed to by SCES and at a minimum the following attribute data:

- A unique identification number – For each device
- Data Dictionary – Valve Condition (operable, inoperable)
- Source document reference – valve discrepancies
- Date of Operation – Structure discrepancies
- Valve Size – PDOP value
- Valve Type – HDOP value

Obstructed GPS data shall be obtained through laser offset method.

Flushing Services: SCES may require the Contractor to perform unidirectional or maintenance flushing in certain locations within the utility's distribution systems. SCES will provide to contractor the flushing sequences developed by an Engineer for the specified areas. The contractor is responsible for locating the valves and hydrants identified in the Engineer's sequencing and verifying their operability. Upon completion of each sequenced flushing activities, the Contractor will return valves to their original position. This is to help with valves not being left in the wrong position. Pricing for unidirectional flushing will combine item B3 (valve maintenance without GPS location) for turning the valves and item A6 Time Unit for the actual flushing.

Hydrant and/or Valve Replacement and Installation: Hydrant and valve replacement and/or new installation work described in this solicitation package (see Price Schedule) shall be "all inclusive". The line item pricing of such work shall include all of but not limited to the following:

- Pre work job site evaluation
- Obtaining all utility and/or Right of Way (ROW) locates
- Notification of effected customers (with the exception of partial water system shut down)
- Job site safety and MOT
- Site excavation (typical <48" bury to bottom of pipe)
- Furnish and install all necessary materials to successfully complete the job
- Furnish and competently operate all necessary equipment to successfully complete the job
- Furnish and manage all necessary competent labor to successfully complete the job
- Excavation, backfill and compaction

- Removal of all remaining spoil, materials and waste

Work in Utility Easement/Right of Way (ROW) and Existing Utilities/ROW Improvements: The Contractor shall be responsible for obtaining all Utility Locates through, and in accordance with "Sunshine State One Call of Florida (SSOCOF) Excavation Guide" (latest edition). The Contractor shall take all possible precautions and be responsible for protecting all underground utilities and other improvements within the utility easement and/or ROW. The Contractor shall promptly notify SCES of any conflicts with existing utilities that occurs as a result of said work. The Contractor shall be responsible for obtaining and adhering to all applicable Maintenance of Traffic (MOT) and/or Right of Way permits as required by Seminole County, State of Florida Department of Transportation (FDOT) or jurisdictional authority.

Job Site Management: The Contractor shall set up, manage and restore each job site in a responsible manner that includes but is not limited to Maintenance of Traffic (MOT), pedestrian safety, and property protection. At no time during the active progress of work shall the Contractor leave the job site unattended. The Contractor must request and gain approval from SCES for any specific job site-work that may extend past one work day. If approval is granted, all excavated areas must be backfilled and enclosed with safety mesh and proper MOT activated at end of each work day. Each job site (regardless of duration of work) must be maintained at all times in a responsible manner that does not unduly impact the surrounding areas and allows for adequate ingress/egress from properties affected. Any and all road and/or ingress/egress closures must be approved by the SCES in advance of the work. The Contractor shall present a contingency plan for such closures at time of approval request. Upon completion of work, the contractor shall backfill and compact affected areas in addition to clean up and removal of any accumulated dirt and/or rubble from job site. It shall be the ultimate responsibility of the Contractor to restore the Utility easement and/or right of way to pre-excavated condition. All restoration activities including irrigation system repairs shall be the responsibility of the contractor (reference Restoration and Contractor Pass Through section of this document).

Sub-contracted and Contractor "Pass-Through" Charges: Certain services shall be considered as "Pass-through" charges. These charges are interpreted to mean sub-contractor invoice total plus 10% administration and management costs. For the terms of this contract these services include landscape restoration (excluding irrigation repairs and <400ft^2 sod), asphalt restoration, concrete restoration, de-watering (well points) services, extended MOT (>72 hours), MOT with law enforcement presence during work activities. Prior to use of sub-contracted or cost pass through services, the Contractor shall obtain three (3) separate quotes for each of the sub-contracting activities and present to the SCES a recommendation of award for each service. If the acceptance of this recommendation is not approved, SCES reserves the right to perform any and all of these pass through activities. The SCES reserves the right to perform any and all of these pass through activities to avoid the additional pass through charges. If this right is exercised by SCES, the responsibility for such work will be removed from the Contractor.

Warranty: In order to insure fire hydrant and valve repair, replacement and installation meets the performance guaranteed by the manufacturer and retain warranties, the contractor shall guarantee all workmanship and materials for all described work for a period of two (2) years from the date of the repair or installation.

Part 4
Price Submittal

IFB-802347-15/GCM - Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services

Name of Bidder: Hydromax USA

Mailing Address: 2500 Drane Field Road, Ste 204 Lakeland FL 33811

Street Address: 2500 Drane Field Road, Ste 204

City/State/Zip: Lakeland FL 33811

Phone Number: (813) 305-8310 FAX Number: (502) 565-0239

E-Mail Address: shane.majetich@hydromaxusa.com

Designated Project Manager Information:

Project Manager: Lamar Carroll

Project Manager Telephone No.: 813-404-8341 Fax No.: 502-565-0239

E-Mail Address: lamar.carroll@hydromaxusa.com

Pursuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, and tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the required services/commodities all in strict conformity Bid Documents for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

Costs shall be inclusive of all direct and indirect costs including but not limited to, materials, labor, equipment, transportation, coordination and incidentals necessary for the performance of the work specified in Bid documents.

The cost of the materials/equipment shall include all costs, including but not limited to:

- General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery/transportation of unit(s) to the County's service delivery address, indirect costs, i.e., insurance, etc., indirect labor costs.

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP A - HYDRANT SERVICES					
A1	Hydrant Maintenance (includes scrape, wire brush and paint)	EA.	350	$ 47.00	$ 16,450.00
A2	Hydrant Maintenance (without scrape, wire brush and paint)	EA.	1000	$ 43.52	$ 43,520.00
A3	Hydrant Maintenance (includes sand blast and paint)	EA.	25	$ 150.00	$ 3,750.00
A4	Furnish and attach Hydrant I.D. tag (with required information)	EA.	250	$ 12.00	$ 3,000.00
A5	Furnish and install reflective road marker	EA.	500	$ 10.00	$ 5,000.00
A6	Extended Flush Time (15 minute Unit)	EA.	250	$ 21.50	$ 5,375.00
A7	Bonnet and/or break away flange bolt replacement	EA.	25	$ 32.50	$ 812.50
A8	Upper barrel repair	EA.	35	$ 250.00	$ 8,750.00
A9	lower barrel repair	EA.	50	$ 480.95	$ 24,047.50
A10	Hydrant extension (6")	EA.	25	$ 550.00	$ 13,750.00
A11	Hydrant extension (12")	EA.	20	$ 600.00	$ 12,000.00
A12	Hydrant extension (18")	EA.	20	$ 700.00	$ 14,000.00
A13	Replace typical bury (48") hydrant on functioning and restrained isolation valve (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	EA.	10	$ 4,542.00	$ 45,420.00
A14	Replace typical bury (48") hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on" (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	EA.	10	$ 5,060.00	$ 50,600.00
A15	Replace typical bury (48") hydrant and (or install) isolation valve on existing restrained MJ tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA.	15	$ 6,268.00	$ 94,020.00
A16	Replace typical bury (48") hydrant, isolation valve and tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA.	15	$ 7,302.00	$ 109,530.00
A16a	With 6" x 6" tee	EA.	3	$ 5,065.00	$ 15,195.00
A16b	With 6" x 8" tee	EA.	3	$ 5,318.00	$ 15,954.00
A16c	With 6" x 10" tee	EA.	2	$ 5,836.00	$ 11,672.00
A16d	With 6" x 12" tee	EA.	2	$ 6,187.00	$ 12,374.00
A16e	With 6" x 14" tee	EA.	2	$ 7,452.00	$ 14,904.00
A16f	With 6" x 16" tee	EA.	1	$ 8,780.00	$ 8,780.00
A16g	With 6" x 20" tee	EA.	1	$ 10,838.00	$ 10,838.00
A16h	With 6" x 24" tee	EA.	1	$ 12,678.00	$ 12,678.00
A17	Install new hydrant and (isolation) valve on existing typical 48" bury water main	EA.	25	$ 5,635.00	$ 140,875.00
A17a	With 6" x 6" wet tap	EA.	2	$ 7,475.00	$ 14,950.00
A17b	With 6" x 8" wet tap	EA.	2	$ 7,475.00	$ 14,950.00
A17e	With 6" x 10" wet tap	EA.	2	$ 7,475.00	$ 14,950.00
A17c	With 6" x 12" wet tap	EA.	2	$ 7,475.00	$ 14,950.00
A17d	With 6" x 14" wet tap	EA.	2	$ 8,883.00	$ 17,766.00
A17e	With 6" x 16" wet tap	EA.	2	$ 9,487.00	$ 18,974.00
A17f	With 6" x 20" wet tap	EA.	2	$ 10,062.00	$ 20,124.00
A17g	With 6" x 24" wet tap	EA.	2	$ 10,580.00	$ 21,160.00
A18	Abandon existing hydrant by installing restrained cap or plug with 2" blow-off assemble in isolation valve (includes materials, excavation, backfill and compaction)	EA.	10	$ 2,875.00	$ 28,750.00
A19	Installation of hydrant other than typical 48" bury (adder per foot)	LF.	30	$ 575.00	$ 17,250.00
A20	If hydrant set is more than 6' away from centerline of tee (adder per foot)	LF.	25	$ 35.00	$ 875.00
A21	If hydrant set requires additional restrained 6" MJ bend(s) (per fitting)	EA.	15	$ 511.00	$ 7,665.00

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP B - VALVE SERVICES					
B1	Valve maintenance (includes sub-meter GPS location)	EA.	1000	$ 42.00	$ 42,000.00
B2	Valve maintenance (includes sub-foot GPS location	EA.	750	$ 42.00	$ 31,500.00
B3	Valve maintenance (without GPS location)	EA.	350	$ 42.00	$ 14,700.00
B4	Raise valve box to grade < 12" depth (excluding concrete areas and vehicular arteries	EA.	125	$ 31.13	$ 3,891.25
B5	Raise valve box to grade < 12" depth in concrete areas and vehicular arteries	EA.	100	$ 155.00	$ 15,500.00
B6	Raise valve box to grade (or replace valve box) > 12" depth but < 42" depth in concrete areas and vehicular arteries	EA.	50	$ 1.00	$ 50.00
B7	Raise valve box to grade (or replace valve box) > 12" depth but < 48" depth in concrete areas and vehicular arteries	EA.	50	$ 1.00	$ 50.00
B8	Replace existing 2" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	$ 1,495.00	$ 22,425.00
B9	Replace existing 4" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	$ 2,127.50	$ 31,912.50
B10	Replace existing 6" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	$ 2,415.00	$ 36,225.00
B11	Replace existing 8" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	$ 2,875.00	$ 43,125.00
B12	Replace existing 10" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	$ 4,025.00	$ 40,250.00
B13	Replace existing 12" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	$ 5,042.75	$ 25,213.75
B14	Replace existing 14" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	$ 8,684.50	$ 43,422.50
B15	Replace existing 16" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	$ 9,955.00	$ 49,775.00
B16	Replace existing 20" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	$ 18,150.00	$ 90,750.00
B17	Replace existing 24" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	1	$ 29,150.00	$ 29,150.00
B18	Installation of 4" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	$ 6,986.25	$ 69,862.50
B19	Installation of 6" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	25	$ 7,538.25	$ 188,456.25
B20	Installation of 8" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	25	$ 8,234.00	$ 205,850.00
B21	Installation of 10" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	$ 11,764.50	$ 117,645.00
B22	Installation of 12" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	$ 13,811.50	$ 138,115.00

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP C - VALVE RELATED SERVICES					
B23	Realign valve box to grade in dirt, grass, sand or gravel (0' to 4' deep)	EA	25	$ 55.00	$ 1,375.00
B24	Realign valve box to grade in dirt, grass, sand or gravel (4' to 10' deep)	HOURLY[2,3]	25	$ 1.00	$ 25.00
B25	Realign valve box to grade in dirt, grass, sand or gravel (> 10' deep)	HOURLY[2,3]	25	$ 1.00	$ 25.00
B26	Realign valve box to grade in pavement (0' to 4" deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	EA	15	$ 500.00	$ 7,500.00
B27	Realign valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY[1,2,3]	15	$ 1.00	$ 15.00
B28	Realign valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY[1,2,3]	15	$ 1.00	$ 15.00
B29	Raise valve box to grade in dirt, grass, sand or gravel (> 4' to 10' deep)	HOURLY[2,3]	25	$ 1.00	$ 25.00
B30	Raise valve box to grade in dirt, grass, sand or gravel (> 10' deep)	HOURLY[2,3]	25	$ 1.00	$ 25.00
B31	Raise valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY[1,2,3]	25	$ 1.00	$ 25.00
B32	Raise valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY[1,2,3]	10	$ 1.00	$ 10.00
B33	Clean out/vacuum valve box (pricing based on cleaning all of the County's valve boxes in lieu of assessment)	EA	1500	$ 14.33	$ 21,500.00
B34	Clean out valve box, where standard vacuum is not successful by digging, loosening and removing impacted debris and fill in around valve box (2 MEN AND EQUIPMENT)	EA	150	$ 86.00	$ 12,900.00
B35	Large valve repair as an hourly rate with the materials as a pass through. The hourly rate should factor in excavation equipment cost (3 MEN AND EQUIPMENT)	HOURLY[3]	100	$ 367.50	$ 36,750.00
B36	Small valve repair such as 2" blow off. This includes plumbing in a 2" stainless steel fitting such as a short nipple, a stainless steel 90 degree elbow or other items as may be required. Hourly rate for labor and materials will be pass through. The reason this is separate from large valves is the excavation most likely will be shallow and done manually. (2 MEN AND EQUIPMENT)	HOURLY[3]	250	$ 143.75	$ 35,937.50
	Exploratory excavation: Where no other accurate or cost effective means is available to discover, diagnose and recommend remediation, contractor will dig to uncover and identify cost effective options. This includes:			$	$
B37	Exploratory investigation 0' to 4' deep	HOURLY[1,2,3]	120	$ 281.75	$ 33,810.00
B38	Exploratory investigation > 4' to 10' deep	HOURLY[1,2,3]	150	$ 281.75	$ 42,262.50
B39	Exploratory investigation > 10' deep.	HOURLY[1,2,3]	50	$ 494.50	$ 24,725.00
B40	Installation of a 16" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	2	$ 48,950.00	$ 97,900.00
B41	Installation of a 24" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	2	$ 81,427.50	$ 162,855.00
Note:					
	(1) For this depth range, the permanent asphalt patch or sidewalk "joint" will be a pass-through item.				
	(2) Dewatering, trench safety, and any associated work (to be discussed beforehand to be billed as "pass through"				
	(3) For billing purposes, the hourly rate can be proportioned into increments of 15 minutes.				

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP D - FLUSHING SERVICES					
D1	Uni-Directional Flushing Services performed at a combined rate			$	$
D1a	Contractor will review the UDF sequences developed by SCES and identify the locations and quantities of valves to be opened and closed for each sequence. Contractor will charge the price agreed upon for Item B3, "valve maintenance (without GPS location) for the opening and closing of valves for each sequence.	hourly	250	$ 150.00	$ 37,500.00
D1b	Contractor will at identified locations flow hydrants for each sequence at flush times as defined by the UDF Engineer to generate the desired flow rate and water exchange. Contractor will use hourly rate of Maintenance flushing (D2) This hourly rate only applies to the time spent by the technician to open, flush and close each hydrant.	hourly	500	$ 150.00	$ 75,000.00
D2	Maintenance Flushing Services performed at an hourly rate.	hourly	250	$ 150.00	$ 37,500.00
ITEM	**DESCRIPTION**	**UNIT**	**EST. ANNUAL USAGE**	**UNIT PRICE**	**EXTENDED COST**
GROUP E - ANCILLARY SERVICES (ADD TO ANY OF THE ABOVE HYDRANT AND/OR VALVE SCENARIOS IF APPLICABLE)					
E1	**Required use of Ductile iron pipe in lieu of C-900 PVC pipe (cost to include any additional labor, materials, excavation, backfill and compaction)**				
E1a	6 inch	LF.	50	$ 52.90	$ 2,645.00
E1b	8 inch	LF.	50	$ 63.25	$ 3,162.50
E1c	10 inch	LF.	25	$ 94.30	$ 2,357.50
E1d	12 inch	LF.	25	$ 112.70	$ 2,817.50
E1e	14 inch	LF.	10	$ 149.50	$ 1,495.00
E1f	16 inch	LF.	50	$ 127.65	$ 6,382.50
E1g	20 inch	LF.	10	$ 287.50	$ 2,875.00
E1h	24 inch	LF.	10	$ 460.00	$ 4,600.00
E2	**Line stop services (includes materials, excavation on < 48" bury to bottom of pipe, backfill and compaction)**				
E2a	4" line stop (SS fitting)	EA.	5	$ 5,405.00	$ 27,025.00
E2b	4" line stop (epoxy fitting)	EA.	5	$ 5,520.00	$ 27,600.00
E2c	6" line stop (SS fitting)	EA.	10	$ 5,635.00	$ 56,350.00
E2d	6" line stop (epoxy fitting)	EA.	10	$ 5,721.25	$ 57,212.50
E2e	8" line stop (SS fitting)	EA.	5	$ 6,888.50	$ 34,442.50
E2f	10" line stop (SS fitting)	EA.	5	$ 9,660.00	$ 48,300.00
E2g	12" line stop (epoxy fitting)	EA.	5	$ 10,120.00	$ 50,600.00
E2h	14" line stop (epoxy fitting)	EA.	5	$ 16,280.00	$ 81,400.00
E2i	16" line stop (epoxy fitting)	EA.	5	$ 17,985.00	$ 89,925.00
E2j	20" line stop (epoxy fitting)	EA.	5	$ 21,010.00	$ 105,050.00
E2k	24" line stop (epoxy fitting)	EA.	5	$ 25,850.00	$ 129,250.00

FLORIDA SALES: 69-11-033995-53C
FEDERAL SALES/USE: 59-74-0013K

Board of County Commissions
Seminole County, Florida

PURCHASE ORDER

EXHIBIT " B "

ORDER NUMBER:

OF

ADMINISTRATIVE SERVICES DEPARTMENT - PURCHASING AND CONTRACTS DIVISION
1101E. 1st STREET - COUNTY SERVICES BLDG, RM. 3200
SANFORD FLORIDA 32771
PHONE: (407) 665-7116 / FAX: (407) 665-7956

ITEM	QUANTITY	UNIT	ITEMS SHIP TO	UNIT PRICE	EXTENSION
			Sample of Release Order		

SEMINOLE COUNTY

TOTAL AMOUNT

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772-0869
Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE
for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Terms and Conditions

1. AGREEMENT. This Purchase Order including these terms, conditions, and other referenced documents such as solicitations, specifications, and responses constitute the sole and entire agreement between the parties hereto. The County does hereby retain the Supplier to furnish those services/commodities and perform those tasks as described in this purchase order and as further described in the scope of services, attached hereto and incorporated herein, if applicable. This order shall be construed and interpreted under the laws of the State of Florida. Jurisdiction and venue, with respect to any suit in connection with this order, shall reside in Seminole County, Florida.

2. DELIVERY OF GOODS AND SERVICES. Failure to deliver the items or provide the service hereby ordered strictly within the time specified shall entitle the County to cancel this order holding the Supplier accountable therefore, and may charge the Supplier with any increased cost or other loss incurred thereon pursuant to Chapter 672 of the Florida Statutes, unless deferred shipment is requested and agreed to by the County in writing. Payment or acceptance of any item after the delivery date shall not constitute a waiver of the County's right to cancel this order with respect to subsequent deliveries.

3. WARRANTY. Supplier warrants all materials and services covered by this order to conform strictly to the specifications, drawings, or samples as specified or furnished, and to be free from latent or patent defects in material or workmanship. If no quality is specified, the Supplier warrants to County that the goods or service shall be of the best grade of their respective kinds, or will meet or exceed the applicable standards for the industry represented, and is fit for County's particular purpose. Supplier further warrants that at the time the goods or services are accepted by County, they shall have been produced, sold, delivered, and furnished in strict compliance with all applicable Federal and State laws, municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods or services are subject. In addition to, and not in lieu of the above, that at the time of acceptance, the goods or services are applicable, meet or exceed the applicable standards imposed by (a) Consumer Product Safety Act, (b) Occupational Safety and Health Act (Public Law 91-5961, as amended, (c) Fair Labor Standards Act, as amended, and (d) the goods and services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.

4. MODIFICATIONS. This order can be modified or rescinded only in writing by the parties or their duly authorized agents.

5. TERMINATION. The County may, by written notice to the Supplier, terminate this order, in whole or in part, at any time, either for the County's convenience or because of the failure of the Supplier to fulfill Supplier's agreement obligations. Upon receipt of such notice, Supplier shall discontinue all deliveries affected unless the notice directs otherwise. In such event, County shall be liable only for materials or components procured, or work done, or supplies partially fabricated within the authorization of this order. In no event shall County be liable for incidental or consequential damages by reason of such termination.

6. INDEMNIFICATION. Supplier agrees to protect, indemnify, save, and hold harmless County, its officers, and employees from and against all losses, costs, and expenses, and from and against all claims, demands, suits, and actions for damages, losses, costs, and expenses and from and against all liability awards, claims of patent infringement, judgments, and decrees of whatsoever nature for any and all damages to property of the County or others of whatsoever nature and for any and all injury to any persons arising out of or resulting from the negligence of Supplier, breach of this order in the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the order, specification, or other data, or from the breach of any express or implied warrants. The remedies afforded to the County by this clause are cumulative with, and in no way effect any other legal remedy the County may have under this order or at law.

7. INSURANCE. Supplier shall obtain and maintain in force adequate insurance as directed by the County. Supplier may also be required to carry workers' compensation insurance in accordance with the laws of the State of Florida. Supplier shall furnish County with Certificate of Insurance for all service related purchase orders and other specialized services performed at Supplier's location. Any certificate requested shall be provided to the Purchasing and Contracts Division within ten (10) days from notice. Supplier shall notify the County in the event of cancellation, material change, or altercation related to the Supplier's Insurance Certificate. **All policies shall name Seminole County as an additional insured.**

8. INSPECTION. All goods and services are subject to inspection and rejection by the County at any time including during their manufacture, construction, or preparation notwithstanding any prior payment or inspection. Without limiting any of the rights it may have, the County, at is option, may require the Supplier, at the Supplier's expense, to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services, or (b) to refund the price of any or all rejected goods or services. All such rejected goods will be held for the Supplier's prompt inspection at the Supplier's risk. Nothing contained herein shall relieve, in any way, the Supplier from the obligation of testing, inspection, and quality control.

9. TAXES. Seminole County Government is a non-profit organization and not subject to tax.

10. FLORIDA PROMPT PAYMENT ACT. Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70, Florida Statutes, upon submission of proper invoice(s) to County Finance Department, P. O. Box 8080, Sanford, Florida 32772. Invoices are to be billed at the prices stipulated on the purchase order. All invoices must reference Seminole County's order number.

11. PAYMENT TERMS. It shall be understood that the cash discount period to the County will be from the date of the invoice and not from the receipt of goods/services.

12. PRICE PROTECTION. Supplier warrants that the price(s) set forth herein are equal to the lowest net price and the terms and conditions of sale are as favorable as the price(s), terms, and conditions afforded by the Supplier to any other customer for goods or services of comparable grade or quality during the term hereof. Supplier agrees that any price reductions made in the goods or services covered by this order, subsequent to its acceptance but prior to payment thereof, will be applicable to this order.

13. PACKAGING AND SHIPPING. Unless otherwise specified, all products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that is: (a) in accordance with good commercial practice; and (b) acceptable to common carriers for shipment at the lowest rate for the particular product, and in accordance with ICC regulations, and adequate to insure safe arrival of the product at the named destination and for storage and protection against weather. Supplier shall mark all containers with necessary lifting, handling, and shipping information, and also this order number, date of shipment, and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment. All shipments, unless specified differently, shall be FOB destination.

14. QUANTITY. The quantities of goods, as indicated on the face hereof, must not be exceeded without prior written authorization from County. Excess quantities may be returned to Supplier at Supplier's expense.

15. ASSIGNMENT. Supplier may not assign, transfer, or subcontract this order or any right or obligation hereunder without County's written consent. Any purported assignment transfer or subcontract shall be null and void.

16. EQUAL OPPORTUNITY EMPLOYER. The County is an Equal Employment Opportunity (EEO) employer, and as such requires all Suppliers or vendors to comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed as may be applicable to the Supplier. Any subcontracts entered into shall make reference to this clause with the same degree of application being encouraged. When applicable, the Supplier shall comply with all State and Federal EEO regulations.

17. RIGHT TO AUDIT RECORDS. The County shall be entitled to audit the books and records of Supplier to the extent that such books and records relate to the performance of the order or any supplement to the order. Supplier shall maintain such books and records for a period of three (3) years from the date of final payment under the order unless the County otherwise authorizes a shorter period in writing.

18. FISCAL YEAR FUNDING APPROPRIATION. Unless otherwise provided by law, a order for supplies and/or services may be entered into for any period of time deemed to be in the best interest of the County provided the term of the order and conditions of renewal or extension, if any, are included in the solicitations, and funds are available for the initial fiscal period of the order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by County.

19. FAILURE TO ACCEPT PURCHASE ORDER. Failure of the Supplier to accept the order as specified may be cause for cancellation of the award. Suppliers who default are subject to suspension and/or debarment.

20. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms and conditions of the Main/Master Agreement conflict with any Purchase Order issued pursuant to it, the Main/Master Agreement shall prevail.

21. FLORIDA PUBLIC RECORDS ACT. Vendor must allow public access to all documents, papers, letters or other material, whether made or received in conjunction with this Purchase Order which are subject to the public records act, Chapter 119, *Florida Statutes.*

Legislation Details (With Text)

File #:	16-411	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	9/7/2016			**In control:**	City Council
On agenda:	9/27/2016			**Final action:**	
Title:	To Approve Task Order 2017-78 with CH2M Hill Engineers, Inc. for Project Management Assistance, Data/Invoice Review, and Strategic Planning in Support of the Cross Connection Control Program, Project No. WS13BC. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-UT-CH2M 2017-78 (9-2-16) $160291.pdf FY17 CCC Program Assistance TO 2017-78.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 2, 2016
Agenda Date: September 27, 2016
Prepared By: Chris M. Collier, Water Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2017-78 with CH2M Hill Engineers, Inc. for Project Management Assistance, Data/Invoice Review, and Strategic Planning in Support of the Cross Connection Control Program, Project No. WS13BC

BACKGROUND:

The City of Cocoa has $1.07 million dedicated to the City's Cross Connection Control Program for FY2017. This program includes the assessment, testing, repair and replacement of cross connection control devices as required and regulated by the Florida Department of Environmental Protection (FDEP). Through competitive Bid B-14-07-COC, a contract was awarded to Ace Flow Control of Longwood, Florida, to survey, test and repair cross connection control devices. This program will be continued annually as required by FDEP.

This task order will provide augmentation to City personnel through CH2M in the form of additional project oversight, quality control, and long-term strategic planning for the Cross Connection Control program for FY2017. Tasks include monthly progress meetings, contractor coordination and oversight, data quality control, and assistance in planning for long-term activities associated with the results of surveying and testing of cross connection control devices.

Staff requests approval of Task Order 2017-78 with CH2M Hill Engineers, Inc.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested:	$160,291 (Included in Adopted FY2017 Budget)
Account Number:	421-4025-536.46-00, WS13BC
Account Name:	Repairs and Maintenance
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

On September 23, 2014, City Council approved Task Order 2015-61 to CH2M Hill Engineers, Inc. for FY2015 CCC Program Assistance for City staff augmentation and support for CCC Program.

On September 8, 2015, City Council approved Task Order 2016-66 to CH2M Hill Engineers, Inc. for FY2016 CCC Program Assistance for City staff augmentation and support for CCC Program.

RECOMMENDED MOTION:

To Approve Task Order 2017-78 with CH2M Hill Engineers, Inc. for Project Management Assistance, Data/Invoice Review, and Strategic Planning in support of the Cross Connection Control Program, Project No. WS13BC.

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Task Order Request Form

Consulting Services for Water Supply, Treatment, Transmission & Distribution

Name of CSA (Continuing Service Agreement)

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

Dept./Division Name: Utilities/WFO **Requestor:** Melinda Keesee Digitally signed by Melinda Keesee Date: 2016.09.02 10:33:33 -04'00' **Date:** 9/2/16

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

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

AMENDMENT

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

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

Total number of Amendments including this one: _____

Quote/Proposal #: 2017-78 **Dated:** 8/16/16 **Amount:** $ 160,291.00

☑ Quote Attached

John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2016.09.06 15:18:24 -04'00'

Director's Signature

Scope of Services / Justification for Amendment

The City 's CCC Program implements the Florida Department of Environmental Protection (FDEP) requirements to survey, test, and maintain CCC devices within the City's distribution system. These requirements are intended to prevent water from unapproved sources from entering the City's potable water supply.
In June 2014, the City awarded a contract for field services to implement their CCC Program. The City has requested a continuation of support from CH2M to assist with Contractor oversight, quality control, public relations, and data management for the CCC Program. This assistance is a continuation of the support provided in FY16 under Task Order 2016-66.

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

Documentation for Good Faith Estimate Attached ☐ Yes ☑ No

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

Task Order: ☐ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2017-78

Council Approval Required: ☑ Yes ☐ No

Reason Disapproved:

Date: 9/7/16 **Signature:** Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2016.09.07 11:06:36 -04'00' **Title:** Purchasing Manager

Sonja Hamilton-Suarez

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

John A. Titkanich, Jr., AICP

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

City of Cocoa
Task Order 2017-78
FY17 Cross Connection Control Program Assistance

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

Scope of Services

The City of Cocoa has FY17 funding dedicated to the City's Cross Connection Control (CCC) Program. The City 's CCC Program implements the Florida Department of Environmental Protection (FDEP) requirements to survey, test, and maintain CCC devices within the City's distribution system. These requirements are intended to prevent water from unapproved sources from entering the City's potable water supply.

In June 2014, the City awarded a contract for field services to implement their CCC Program. The City has requested a continuation of support from CH2M to assist with Contractor oversight, quality control, public relations, and data management for the CCC Program. This assistance is a continuation of the support provided in FY16 under Task Order 2016-66.

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

Task 1 – Project Management Assistance

CH2M will provide project management assistance in the form of coordinating and monitoring monthly CCC Program progress, responding to Contractor questions, monitoring Contractor activities, and assisting in FY17 planning. This task will also include invoicing, status updates, and administrative assistance.

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

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

Task 2 – Contractor Coordination and Documentation

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

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

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

Task 3 – Data Management and Quality Control

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

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

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

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

Safety

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

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

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

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

Schedule

This task will begin in October 1, 2016 or upon City Council approval, whichever is later, and continue through September 30, 2017.

Compensation

CH2M proposes to perform the work described herein on a Time and Material basis, with budgets between tasks being interchangeable. The estimated engineering fee including labor and expenses associated with the scope of work is not to exceed $160,291 as presented in the Exhibit A, below.

Task Descriptions	Labor Hours	Labor Costs
Task 1 – Project Management/Contractor Management Assistance	312	$ 46,914
Task 2 – Contractor Coordination and Documentation	156	$ 24,536
Task 3 – Data Management and Quality Control	520	$ 83,691
Labor Total:	988	$155,141
Expense Total:		$ 5,150
Grand Total:		$160,291

Acceptance

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

Approved for City of Cocoa

By _____

Title _____

Date _____

Accepted for CH2M HILL Engineers, Inc.

By _____

Title Vice President

Date September 06, 2016

Legislation Details (With Text)

File #:	16-412	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	9/7/2016			**In control:**	City Council
On agenda:	9/27/2016			**Final action:**	
Title:	To Approve Task Order 2017-77 with CH2M Hill Engineers, Inc. for Additional Project Management Assistance to the Water Field Operations Division. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-UT-CH2M 2017-77 (9-2-16) $274311.pdf FY17 WFO Assistance Task Order 2017-77.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 2, 2016
Agenda Date: September 27, 2016
Prepared By: Chris M. Collier, Water Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2017-77 with CH2M Hill Engineers, Inc. for Additional Project Management Assistance to the Water Field Operations Division

BACKGROUND:

Over the past four years, the City of Cocoa has successfully implemented proactive infrastructure assessment and replacement programs such as the Valve and Hydrant Assessment Program and Valve Replacement Program, and several pipeline condition assessment and replacement projects. These programs provide data critical to the successful implementation of perpetual proactive asset management strategies within the Water Field Operations (WFO) division.

On September 22, 2015, City Council approved Task Order 2016-68 to CH2M Hill Engineers, Inc. to assist WFO in prioritizing asset replacement activities, scoping and preparing contract documents, managing outside services, organizing and utilizing asset data, and increasing staff collaboration and interactions

As part of the continual development of the asset management program and as support to WFO in maintaining the City's potable water distribution system, the City of Cocoa has requested that CH2M Hill Engineers, Inc. assist WFO in prioritizing asset assessment and replacement activities, scoping and preparing contract documents, managing outside services, organizing and utilizing asset data, and increasing staff collaboration and interactions. The services under this task order will include

providing project and assessment information management assistance, development of quality control processes, and long-term strategic planning.

Staff requests approval of Task Order 2017-77 with CH2M Hill Engineers, Inc.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested:	$274,311 (Included in Adopted FY2017 Budget)
Account Number:	421-4025-536.46-00
Account Name:	Repairs and Maintenance
Source of Funds	Operating Revenue

PREVIOUS ACTION:

On September 22, 2015, City Council approved Task Order 2016-68 to CH2M Hill Engineers, Inc. to assist WFO in prioritizing asset replacement activities, scoping and preparing contract documents, managing outside services, organizing and utilizing asset data, and increasing staff collaboration and interactions.

RECOMMENDED MOTION:

To Approve Task Order 2017-77 with CH2M Hill Engineers, Inc. for Additional Project Management Assistance to the Water Field Operations Division.

Task Order Request Form

Consulting Services for Water Supply, Treatment, Transmission & Distribution

Name of CSA (Continuing Service Agreement)

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

Dept./Division Name: Utilities/WFO **Requestor:** Melinda Keesee Digitally signed by Melinda Keesee Date: 2016.09.02 10:35:51 -04'00' **Date:** 9/2/16

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

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

AMENDMENT

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

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

Total number of Amendments including this one: _____

Quote/Proposal #: 2017-77 **Dated:** 8/16/16 **Amount:** $ 274,311.00

☑ Quote Attached

John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoatl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoatl.org Date: 2016.09.06 16:17:33 -04'00'

Director's Signature

Scope of Services / Justification for Amendment

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

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

Documentation for Good Faith Estimate Attached ☐ Yes ☑ No

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

Task Order: ☐ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2017-77

Council Approval Required: ☑ Yes ☐ No

Reason Disapproved:

Date: 9/7/16 **Signature:** Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2016.09.07 10:49:12 -04'00' **Title:** Purchasing Manager

Sonja Hamilton-Suarez

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

John A. Titkanich, Jr., AICP

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

City of Cocoa
Task Order 2017-77
FY17 Water Field Operations Division Support

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

Scope of Services

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

This task order will provide augmentation to the City personnel in form of additional project management assistance, Contractor coordination and documentation of activities, data management and quality control assistance including review of Contractor submitted data and invoices.

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

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

Task 1 Project and Assessment Information Management Assistance

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

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

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

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

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

Task 2 Long-Term Strategic Planning

In FY16, WFO Staff began the creation of a long-term strategic plan for field activities associated with maintenance of the City's potable water distribution system. CH2M assisted WFO in collecting, organizing, and compiling the data required for prioritizing and managing field activities. This information has been uploaded into a geospatial format and a review process is being finalized.

In FY17, CH2M will coordinate meetings with WFO to review and verify the accumulated data and prioritize asset replacement and management projects based on the verified data. This information will be utilized to plan for internal and external staff additions, information system upgrades, and long-term budgets. Two meetings every month with WFO Staff are anticipated.

CH2M will assist WFO Staff with preparation of documents necessary to contract with outside sources, including, but not limited to, Requests for Proposals, Requests for Quotations, Project Definition Plans, and Task Orders. CH2M will assist WFO Staff with technical oversight and coordination of contractors/vendors on an as-needed basis.

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

Task 3 Quality Control Process Assistance

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

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

Safety

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

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

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

CH2M is not responsible for health or safety precautions of construction workers. CH2M is not responsible for the Contractor's compliance with the health and safety requirements in

the contract for construction, or with federal, state, and local occupational safety and health laws and regulations.

Schedule

This task will begin in October 1, 2016 or upon City Council approval, whichever is later, and continue through September 30, 2017.

Compensation

CH2M proposes to perform the work described herein on a Time and Material basis, with budgets between tasks being interchangeable. The estimated engineering fee including labor and expenses associated with the scope of work is not to exceed $274,311 as presented in the Exhibit A, below.

Task Descriptions	Labor Hours	Labor Costs
Task 1 - Project and Assessment Information Management Assistance	832	$133,463
Task 2 – Long-Term Strategic Planning	416	$ 69,239
Task 3 – Quality Control Process Assistance	416	$ 69,239
Labor Total:	1,664	$271,941
Expense Total:		$ 2,370
Grand Total:		$274,311

Acceptance

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

Approved for City of Cocoa

By _____

Title _____

Date _____

Accepted for CH2M HILL Engineers, Inc.

By _____

Title Vice President

Date September 06, 2016

Legislation Details (With Text)

File #:	16-421	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Consent Agenda	
File created:	9/12/2016		**In control:**	City Council	
On agenda:	9/27/2016		**Final action:**		
Title:	To Approve Task Order 2017-79 with CH2M Hill Engineers, Inc. for FY2017 Program Management Services for Cocoa Utilities Operating Revenue Funded Projects effective October 1, 2016 through September 30, 2017; and To Authorized the City Manager to Execute the Task Order. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	T.O. 2017-79 - FY2017 Prog Mgmt Svcs Task Order 2017-79 Proposal T.O. 2017-79 - Labor Hours Breakdown				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 12, 2016
Agenda Date: September 27, 2016
Prepared By: Norma E. Hernandez, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2017-79 with CH2M Hill Engineers, Inc. for FY2017 Program Management Services for Cocoa Utilities Operating Revenue Funded Projects effective October 1, 2016 through September 30, 2017; and To Authorized the City Manager to Execute the Task Order

BACKGROUND:

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

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

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

Task Order 2017-79 is divided into the following tasks:

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

CH2M Hill Engineers, Inc. will provide the above services for a total amount of $1,498,370.

Staff recommends approval of this task order.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$1,498,370
Account Number	421-4055-536.63-00, WS1221
Account Name	Infrastructure
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

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

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

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

On September 24, 2013, City Council approved Task Order 2014-46 in the amount of $1,488,339.09, of which $1,482,238 was spent.

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

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

RECOMMENDED MOTION:

Approve Task Order 2017-79 with CH2M Hill Engineers, Inc. for FY2017 Program Management Services for Cocoa Utilities Operating Revenue Funded Projects effective October 1, 2016 through September 30, 2017; and authorize the City Manager to execute the Task Order.

Task Order Request Form

Consulting Services for Water Supply, Treatment, Transmission & Distribution Sy

Name of CSA (Continuing Service Agreement)

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

Dept./Division Name: Utilities/Engineering **Requestor:** Norma Hernandez Digitally signed by Norma Hernandez DN: dc=org, dc=cocoafl, ou=Utilities, cn=Norma Hernandez, email=nhernandez@cocoafl.org Date: 2016.09.14 14:58:00 -04'00' **Date:** 9/14/16

Project Number: WS1221 **Title:** Administrative Assistant

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

AMENDMENT

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

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

Total number of Amendments including this one: _____

Quote/Proposal #: T.O. 2017-79 **Dated:** 9/14/16 **Amount:** $ 1,498,370.00

☑ Quote Attached

John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2016.09.14 15:07:05 -04'00'

Director's Signature

Scope of Services / Justification for Amendment

This task order is to provide program management services, including program management/administration, design management, construction project support and public involvement services in support of funded City of Cocoa Utilities Capital Improvement Plan (CIP) program projects as listed in Attachment A of the proposal which are funded by the City's Fiscal Year 2017 Operating Revenue funds.

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

Documentation for Good Faith Estimate Attached ☐ Yes ☑ No

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

Task Order: ☐ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2017-79

Council Approval Required: ☑ Yes ☐ No

Reason Disapproved:

Date: 9/14/16 **Signature:** Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2016.09.14 17:35:02 -04'00' **Title:** Purchasing Manager

Sonja Hamilton-Suarez

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

John A. Titkanich, Jr., AICP

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

City of Cocoa
Task Order 2017-79
FY 2017 Program Management Services for Cocoa Utilities CIP Projects

Objective

The purpose of this task order is to provide program management services, including program management/administration, design management, construction project support and public involvement services in support of funded Cocoa Utilities Capital Improvement Plan (CIP) program projects listed in Attachment A which are funded by the City's Fiscal Year 2017 (FY 2017) Operating Revenue (OR) Funds. This task order is intended to include the estimated level of effort to provide the above described services on a time basis compensation method for the period from October 1, 2016 through September 30, 2017. Services proposed by CH2M HILL in this Task Order will be performed in accordance with the Agreement for Engineering Services for Water Supply, Treatment, Transmission and Distribution System Projects (AGREEMENT) approved by the City of Cocoa on November 11, 2008.

Scope of Services

Task 1 – Program Management & Administration

Task 1.1 Program Management and Administration

1.1.1 Program Management and Oversight

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

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

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

1.1.2 FY2017 Validation and Annual Capital Plan Update

As part of the capital plan, an annual process was developed that would revalidate carry forward and new project costs and scope for the new fiscal year, as well as review the existing 5-year capital plan annually to update prioritization criteria and project scoring so that schedule adjustments can also be developed. The outcome of the annual validation will include several deliverables as follows:

1. FY2017 budget adjustment based on revalidation results and FY2016 budget closeout activities. Execution will include close coordination with Utility and Finance Department in the development and processing of budget adjustments.
2. Updated capital plan database coordinated thru City's Utility Department.
3. Allocation of FY2016 program costs to individual projects.
4. Updated program management plan focusing on execution requirements for FY2017 which includes a re-baselined schedule.

Task 1.2 Program Controls

General

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

1.2.1 Scheduling

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

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

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

1.2.2 Cost Control

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

1.2.2.1 Cost Control Activities

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

1.2.2.2 Change Management

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

1.2.3 Document Controls

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

Task 1 Deliverables

- Program Coordination Meeting (Monthly, or as otherwise directed by Cocoa Utilities)
- Purchasing Coordination Meeting (Monthly, or as otherwise directed by Cocoa Utilities)
- Project Manager Schedule Update Meeting (Monthly)
- Monthly CIP Financial Report (Monthly, or as otherwise directed by Cocoa Utilities)
- Master Program Schedule Update (Monthly)
- FY2017 budget adjustment recommendation
- Updated capital plan database , re-baselined schedule

Task 2 – Program Design Management and Construction Project Support

2.1 Design Program Management

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

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

2.2 Project Design Management and Construction Project Support

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

As described below, activities are aligned with general program level design/construction management services and coordination as well as management of individual projects performed by engineering consultants or general contractors contracted with Cocoa. The DM-T will also provide project management support during construction projects. Construction management and inspection services will be provided either by the design consultant, City staff or CH2M HILL as outlined in Attachment B.

Project Design Management

Design Contract Management

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

Project Definition

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

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

Task Order Review and Negotiation

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

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

Project Execution

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

Quality Control

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

Cost Estimating

Cost estimating support will be provided by the design consultants for DM-T review.

The PMT will provide additional cost estimating services for capital projects when requested by City.

Project Management during Bidding and Construction Phase

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

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

Technical Assistance

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

Deliverables

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

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

Task 3-Technical and Regulatory Support

CH2M HILL will provide engineering and operational assistance in support of various technical and regulatory issues. Updates will be coordinated with Cocoa Utilities when regulatory issues/impacts to the CIP arise on topics including water resources, well field operations and performance evaluation, drinking water treatment, water quality in the treatment and distribution systems, wastewater collection/treatment, water

treatment/distribution, effluent management, permitting and numerical nutrient criteria. CH2M HILL will also attend regulatory meetings conducted by regulatory agencies, professional societies and Central Florida utilities when requested by Cocoa Utilities. An allowance of $86,547 has been provided under this task order. When the City requests technical or regulatory support, CH2M HILL will provide a scope and estimated level of effort for City review. The City will provide written authorization to proceed to CH2M HILL to proceed.

Task 4 – Construction Inspection Services

Cocoa has requested staff augmentation of their construction inspection team on an as-need basis. An estimated 208 hours has been provided in this task order for construction related support, which includes one inspector for one day a week for 6 months. When the City requests construction inspection services, construction management procedures and process development, or City staff training, CH2M HILL will provide a scope and estimated level of effort for City review. The City will provide written authorization to proceed to CH2M HILL to proceed.

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

CH2M HILL and CH2M HILL's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CH2M HILL's own personnel.

The presence of CH2M HILL's personnel at a construction site is for the purpose of providing to the City a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). CH2M HILL neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

Assumptions

The following assumptions were used to develop Task 4:

- No field office will be required for PMT construction inspectors. Staff will be housed in offices provided by the City. If field offices are required due to nature or location of project this will be provided by contractor as part of bid.

- Record drawings, based on as-builts from the Contractor, will be prepared by the design consultant.
- Any required certifications for completion will be prepared by the designated engineer of record which will be the firm or entity who prepared the design.

Deliverables

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

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

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

Task 5 Utility Information Management Systems Support

CH2M HILL will provide as-needed GIS and information management support services to the Utility. Types of support activities may include but is not be limited to; further development and implementation of best management practices, staff augmentation for GIS updates, development of a GIS strategic plan, support to field operations with implementation of INFO water and transfer of data to GIS, as well as development of communication tools and processes for use by the Utility. A total budget of 1,352 hours of support have been included for Task 5 and the PMT will keep the City appraised of any concerns on budget once the work plan is complete.

Task 6 Dyal Treatment Plant Support

CH2M HILL will provide capital and renewal and replacement (R&R) related project management, engineering and operations support to Dyal Treatment Plant managers. CH2M HILL will prepare for and attend an initial FY2017 work planning meeting with plant management staff and then develop a work plan and cost loaded schedule based on the outcome of the meeting. CH2M HILL will also provide project management and engineering support for tasks outlined in the work plan and work under the direction of plant management staff in implementing the identified activities for execution. The as-needed budget for Task 6 is based on 8 hours per week of project management/ senior engineering support and 120 additional hours for technical support. The PMT will keep the City appraised of any concerns on budget once the work plan is complete.

CH2M HILL will also make available operations specialist support to aid in resolving operations and water quality issues at the plant and distribution system as well as implementation of any efficiency approaches identified in the 2013 Capital Plan. Operations Specialist support has been budgeted for 8 hours per week in Task 6. A total budget of 952 hours of support have been included for Task 6.

Task 7 Instrumentation and Control Systems Project Management Support

CH2M HILL will provide onsite project management, engineering assistance, construction and inspection services, and material procurement services to support the SCADA and instrumentation/control systems in the Utility water system. CH2M HILL is currently working on a complete upgrade of the SCADA system; however, there are many challenges with keeping the older system running while the upgrade is being implemented. CH2M HILL will prepare for and attend an initial FY2017 work planning meeting with Dyal Maintenance Manager and then develop a work plan based on the outcome of the meeting. CH2M HILL will also provide project management and engineering support to tasks outlined in the work plan and work under the direction of Maintenance Manager in implementing the identified activities for execution. The as-needed budget for Task 7 is based on 24 hours per week of support by a mid-level engineer and 8 hours per month for a senior engineer. CH2M HILL will keep City appraised of any concerns on budget once the work plan is complete.

Task 8 Pipeline Condition Assessment Support

CH2M HILL will provide project management and engineering support for the continued implementation of the pipeline condition assessment plan which was developed under the 2013 Water Capital Plan, and funded under the Pipe Infrastructure Assessment and Replacement line item in the CIP/FY17 budget It is anticipated that condition assessments will be performed on only a portion of pipelines in the distribution system with the highest risk or consequence of failure in FY2017. Condition assessment techniques may include leak detection, non-destructive and destructive (pipe coupons, etc.) testing, subaqueous visual/external inspection, as well as other proprietary pipeline assessment technologies. Support may include facilitating reduction of unknown pipe attribute data, updating the GIS database with known pipe attribute data, assistance with assessment technology selection, development of pipeline assessment bid packages, contractor procurement assistance, field coordination, as well as assessment data QC review/ processing and incorporation into the City's GIS database. Support may also include development of a perpetual condition assessment program, new pipeline project work planning, and new pipeline project design/construction management services. CH2M HILL will prepare for and attend an initial FY2017 work planning meeting with Utility staff and then develop a work plan and cost loaded schedule based on the outcome of the meeting. A total budget of 664 hours of support have been included for Task 8 and the PMT will keep the City appraised of any concerns on budget once the work plan is complete.

Task 9 Program Website

Task 9.1 Baseline and Monthly Website Updates

Based on the validation results of Subtask 1.1.2, the existing Program Website will be updated with the new FY2017 baseline information and new projects added to the capital plan for FY2017. The site will be updated on a monthly basis based on the monthly schedule and cost data revisions, and updated key performance indicators (KPIs).

Task 9.2 As-Needed Maintenance and Enhancement Support

Typically websites like these will require additional programming support for enhancements and changes based on public feedback. CH2M HILL's subconsultant, Critigen, was the developer of the original website. An allowance of $15,000 has been allocated for Critigen to provide on-call troubleshooting or enhancement services upon request.

Deliverables

- Updated project information for current website

Additional Services

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

- Services related to development of the City's project financing and/or budget.
- Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
- Services related to provision of support related to City furnished equipment, materials, and supplies.
- Performance of materials testing, specialty testing and surveying services.
- Services necessary due to the default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other Acts of God.
- Services related to the City's operation and use of the completed project other than as specifically provided in the above scope of work.
- Services related to warranty claims, enforcement and inspection after final completion.
- Services for the investigation and analysis of contractor claims; preparation of reports on contractor claims; provision of professional claims analysis services; participation in litigation.

- Preparation for and serving as a witness in connection with any public or private hearing or other forum related to the project.
- Development, coordination or participation in partnering programs.
- Value engineering or similar value analysis studies.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the City.
- Performing periodic labor evaluations and processing prevailing wage documentation.
- Construction Management and Inspection services required due to an increase to the number of construction days of the contract for construction on which services are provided.
- Any other services designated in this scope of services as additional services.
- CH2M HILL can provide the hosting of the program website through a 3rd party hosting service.
- The additional services task will only be utilized upon written authorization by the City of Cocoa.

Safety

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

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

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

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

Schedule

This Task Order covers the period from date of October 1, 2016 or City Council approval (whichever is later) through September 30, 2017.

Subconsultants

Critigen will be utilized to provide program website services. Critigen is a former CH2M HILL IT division and is now a separate entity that has a standing agreement with CH2M HILL to provide these services.

Compensation

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

Task	Hours	Fee
TASK 1 Program Management and Administration	3,036	$479,862
TASK 2 Program Design and Construction Support	832	$156,749
TASK 3 Technical and Regulatory Support	510	$86,547
TASK 4 Construction Inspection Support	208	$23,159
TASK 5 Utility Information Management Support	1,352	$225,027
TASK 6 Dyal Treatment Plant Support	952	$170,967
TASK 7 I&C Systems Project Management Support	1,344	$192,542
TASK 8 Pipeline Assessment & Engineering Support	664	$100,835
TASK 9 Program Website	110	$16,681
EXPENSES & SUBCONSULTANTS		$46,000
Grand Total	**9,008**	**$1,498,370**

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

Attachments

Attachment A –Projects List for Program Management Services

Attachment B –Project List with Assignment of Responsibilities

Attachment C – Per Diem Rates Schedule

Acceptance

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

Approved for City of Cocoa	Accepted for CH2M HILL Engineers, Inc.
	
By _____	By ___ Francois Didier Menard _____
Title _____	Title _____Vice President_____
Date _____	Date _____September 14, 2016_____

Attachment A

CIP/ Utility Projects List for Program Management Services FY17

9/1/2016

ID	FY2017 Utility Capital Projects
WS1201	Water Pipeline Infrastructure Assess / Replace
WS1001	Industrial Park Pump Station Upgrade
WS1117	CMMS Update and Electronic O&M Manual, Clipboard, Document Search
WS16WC	Capital Plan Update
WS1117	SCADA Water Utility System
WS1117	Security Video, Access Control, Implementation
WS1210	Water Capital Plan 5-Year Update
WS1211	Fortenberry Plumosa
WS1222	Sellers BNR MCC and Conduit Replacement
WS1402	Surface Water Clearwell and Reject Pond Improvements
WS1404	Dyal Chemical Conversion and Reliability Improvements Project (CC-RIP)
WS1506	Florida Ave - Rosa L Jones Complete Streets
WS1106	Raw Water Well Rehab
WS1505	East Peachtree Pipeline (E of US1)
WS16MC	Minuteman Causeway Pipeline
WSLS04	Lift Station 4 Upgrade
WS0501	New 14" AC Raw Water Pipe Upgrade - Phase 1 - Design
WS0501	New 14" AC Raw Water Pipe Upgrade - Phase 1 - Construction
WS17CW	FY2017 SCADA Design Programming (Clearwell)
WS17FC	Package System PLC Upgrade - Belt Filter Press
WS17LC	Package System PLC Upgrade - Cal Flow
DS-31/33	Chase Hammock Rd Tropical Trail / Mocking Bird Lane Looping Improvements
DS-63	Marlin Manor Pipeline Improvements
WT-52	Surge Tank Assessment and/or Replacement at Dyal
DS-39	Merritt Island In-Line Booster Pump Station (FY17 Project - Planning in FY16)
DS-56/60	Banana River and Viera Pump Station Improvements (FY17 Project - Planning in FY16)
WT-56	Dyal Surface Water Filters Canopy and Enclosure (FY17 Project - Planning in FY16)
WT-57	Dyal HSP #4 Tier 4 Diesel Engine Replacement (FY17 Project - Planning in FY16)
WT-51	Sulfuraetor #3

Attachment B

CIP/Utility Projects List for FY17 Program Management Services -September 1, 2016

PN	FY2017 Operating Revenue Funded Capital Projects	Phases for FY2017	Design Management	Bid/Construction Project Support	Construction Management/ Inspection	Technical Assistance	Schedule thru September 30, 2016 and Comments
WS1201	Water Pipeline Infrastructure Assess / Replace	Planning	City of Cocoa	Not Applicable	Not Applicable	CH2M HILL	
WS1001	Industrial Park Pump Station Upgrade	Construction (Carry Forward)	City of Cocoa	City of Cocoa	Wade Trim	To Be Determined	
WS1117	CMMS Update and Electronic O&M Manual, Clipboard, Document Search	Design and Implementation	Not Applicable	CH2M HILL	CH2M HILL	CH2M HILL	
WS1117	SCADA Water Utility System	Design and Implementation	City of Cocoa	CH2M HILL	CH2M HILL	CH2M HILL	
WS1117	Security Video, Access Control, Implementation	Design and Construction	City of Cocoa	CH2M HILL	CH2M HILL	CH2M HILL	
WS1210	Water Capital Plan 5-Year Update	Planning	Not Applicable	Not Applicable	Not Applicable	CH2M HILL	
WS1211	Fortenberry Plumosa	Design and Construction	City of Cocoa	City of Cocoa	City of Cocoa	CH2M HILL	
WS1222	Sellers BNR MCC and Conduit Replacement	Construction (Carry Forward)	City of Cocoa	City of Cocoa	CDM	To Be Determined	
WS1402	Surface Water Clearwell and Reject Pond Improvements	Construction (Carry Forward)	Not Applicable	City of Cocoa	CH2M HILL	CH2M HILL	
WS1404	Dyal Chemical Conversion and Reliability Improvements Project (CC-RIP)	Design	City of Cocoa	City of Cocoa	To Be Determined	CH2M HILL	
WS1506	Florida Ave - Rosa L Jones Complete Streets	Construction (Carry Forward)	City of Cocoa	City of Cocoa	To Be Determined	To Be Determined	
WS1106	Raw Water Well Rehab	Construction	City of Cocoa	City of Cocoa	CH2M HILL	CH2M HILL	
WS1505	East Peachtree Pipeline (E of US1)	Construction (Carry Forward)	Not Applicable	City of Cocoa	Wade Trim/Cocoa	CH2M HILL	
WS16MC	Minuteman Causeway Pipeline	Construction (Carry Forward)	City of Cocoa	City of Cocoa	City of Cocoa	Not Applicable	
WSLS04	Lift Station 4 Upgrade	Construction (Carry Forward)	City of Cocoa	City of Cocoa	CDM	To Be Determined	
WS0501	New 14" AC Raw Water Pipe Upgrade - Phase 1 - Design	Design and Bidding	City of Cocoa	City of Cocoa	Not Applicable	Not Applicable	
WS17CW	FY2017 SCADA Design Programming (Clearwell)	Design and Implementation	City of Cocoa	City of Cocoa	CH2M HILL	CH2M HILL	
WS17FC	Package System PLC Upgrade - Belt Filter Press	Design and Implementation	City of Cocoa	City of Cocoa	CH2M HILL	CH2M HILL	
WS17LC	Package System PLC Upgrade - Cal Flow	Design and Implementation	City of Cocoa	City of Cocoa	CH2M HILL	CH2M HILL	
DS-31/33	Chase Hammock Rd Tropical Trail / Mocking Bird Lane Looping Improvements	Design, Bidding and Construction	City of Cocoa	City of Cocoa	Bussen Meyer	CH2M HILL	
DS-63	Marlin Manor Pipeline Improvements	Design and Bidding	City of Cocoa	City of Cocoa	Not Applicable	CH2M HILL	
WT-52	Surge Tank Assessment and/or Replacement at Dyal	Design and Bidding	City of Cocoa	CH2M HILL	Not Applicable	CH2M HILL	
DS-39	Merritt Island In-Line Booster Pump Station (FY17 Project - Planning in FY16)	Planning	CH2M HILL	Not Applicable	Not Applicable	CH2M HILL	
DS-56/60	Banana River and Viera Pump Station Improvements (FY17 Project - Planning in FY16)	Planning	CH2M HILL	Not Applicable	Not Applicable	CH2M HILL	
WT-56	Dyal Surface Water Filters Canopy and Enclosure (FY17 Project - Planning in FY16)	Planning	CH2M HILL	Not Applicable	Not Applicable	CH2M HILL	
WT-57	Dyal HSP #4 Tier 4 Diesel Engine Replacement (FY17 Project - Planning in FY16)	Planning	CH2M HILL	Not Applicable	Not Applicable	CH2M HILL	
WT-51	Sulfuraetor #3	Planning and Design	City of Cocoa	Not Applicable	Not Applicable	CH2M HILL	

Attachment C
CH2M HILL FY 2016 Per Diem Schedule

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

Notes:

1. Billing rates are for City designated Fiscal Year 2017, October 1, 2016 to September 30, 2017.

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

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

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

City of Cocoa FY2017 Program Management Task Order 2017-XX
Labor Hour Breakdown -9/2/2016

		Per Diem Schedule Description												
		Principal	Senior Reviewer/Consultant	Senior Project Manager	Senior Professional Engineer/Scientist/Consultant	Mid- Level Professional Engineer/Scientist/Consultant	Professional Engineer/Scientist/Consultant/Project Manaeer	Junior Professional Engineer/Scientist/Consultant	Senior Construction Inspector	Construction Inspector/Technician	Junior Construction Inspector/Junior Technician	Technical Aide	Office	Labor Hours	Labor Fee
TASK #	**TASK NAME**	$199.17	$199.17	$199.17	$188.40	$166.44	$138.96	$120.84	$111.34	$86.17	$76.53	$66.56	$69.99		
1	**PROGRAM MANAGEMENT & ADMINISTRATION**														
1.1	**Program Management and Administration**														
1.1.1	Program Management & Oversight		180	180	624	208								1,192	$223,882
1.1.2	FY2017 Validation & CIP Update		16		80	80	80							256	$42,691
1.2	**Program Controls**														
1.2.1	Scheduling				12		500							512	$71,741
1.2.2	Cost Control				12		760							772	$107,870
1.2.3	Document Controls												208	208	$14,558
	QA / QC			96										96	$19,120
												Task Subtotals		**3,036**	**$479,862**
2	**PROGRAM DESIGN MANAGEMENT & CONSTRUCTION PROJECT SUPPORT**														
2.1	**Design Program Management**				832									832	$156,749
2.2	**Project Design Management and Construction Project Support**														
												Task Subtotals		**832**	**$156,749**
3	**TECHNICAL & REGULATORY SUPPORT**														
	FY16 Support		16		182	208	104	0				**Task Subtotals**		**510**	**$86,547**
4	**CONSTRUCTION MANAGEMENT & INSPECTION**														
	FY16 Support								208			**Task Subtotals**		**208**	**$23,159**
5	**UTILITY INFORMATION MANAGEMENT SYSTEMS SUPPORT**														
5.1	GIS Strategic Plan - GIS Process Review					416								416	$69,239
	GIS Strategic Plan - GIS Strategic Document					416								416	$69,239
5.2	GIS Support					520								520	$86,549
												Task Subtotals		**1,352**	**$225,027**
6	**DYAL TREATMENT PLANT SUPPORT**														
	PM Support			416		80	40							536	$101,728
	O&M Support					416								416	$69,239
												Task Subtotals		**952**	**$170,967**
7	**INSTRUMENTATION AND CONTROL SYSTEMS PROJECT MANAGEMENT SUPPORT**													0	$0
			96				1,248							1,344	$192,542
												Task Subtotals		**1,344**	**$192,542**
8	**PIPELINE CONDITION ASSESSMENT AND ENGINEERING SUPPORT**														
	Condition Assessment													0	$0
	1) Subaqueous Diving PM Support				16	40		40						96	$14,506
	2) Aerial Crossing Assessment PM Support		8		80	20		60						168	$27,245
	3) Pipe Assessment PM Support			8	40	40		80						168	$25,454
	Project Workplanning			16	16	20		80						132	$19,197
	Pipeline Project PM Support			8	12	20		60						100	$14,433
												Task Subtotals		**664**	**$100,835**
9	**PROGRAM WEBSITE**														
	Website Updates				6		48							54	$7,800
	As-Needed Maintenance & Enhancement Support					40	16							56	$8,881
												Task Subtotals		**110**	**$16,681**

Labor Total	**9,008**	**$1,452,370**
Expenses		**$31,000**
Subcontracts		**$15,000**
Task Order Total		**$1,498,370**

Legislation Details (With Text)

File #:	16-429	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Consent Agenda
File created:	9/13/2016			**In control:**	City Council
On agenda:	9/27/2016			**Final action:**	
Title:	To Authorize the City Manager to Approve Change Order #1 to PO 28897 / 67185 to Garganese, Weiss & D'Agresta in the amount of $11,000 for Special Legal Counsel for Water Supply / Taylor Creek Mediation, Project WS0919. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 13, 2016
Agenda Date: September 27, 2016
Prepared By: Tammy Costantini, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Authorize the City Manager to Approve Change Order #1 to PO 28897 / 67185 to Garganese, Weiss & D'Agresta in the amount of $11,000 for Special Legal Counsel for Water Supply / Taylor Creek Mediation, Project WS0919.

BACKGROUND:

The City has been in negotiations with other water suppliers for approximately four years. Garganese, Weis & D'Agresta has provided support to both City Administration as well as the Utilities Department during this time. The frequency of meetings as well as the work product to be reviewed has increased drastically as the complexity of the negotiations continues to grow. As a result, the original purchase order amount for legal services has been exceeded to date and is at the City Manager's maximum allowed ($50K) signing authority. Therefore, staff is recommending an additional $11,000 to cover anticipated costs until the end of the fiscal year.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted?	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$11,000
Account Number	421-4010-536.31-01, WS0919
Account Name	Legal
Source of Funds	Operating Revenue
Change Order Amount	$11,000
Original Purchase Order	64983
Original P.O. Amount	$49,500
Total number of change orders to date:	1
Total amount in change orders to date:	$11,000

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

To Authorize the City Manager to Approve Change Order #1 to PO 28897 / 67185 to Garganese, Weiss & D'Agresta in the amount of $11,000 for Special Legal Counsel for Water Supply / Taylor Creek Mediation, Project WS0919.

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Legislation Details (With Text)

File #:	16-431	**Version:**	1	**Name:**	Stone St ROW vacation
Type:	Agenda			**Status:**	Consent Agenda
File created:	9/14/2016			**In control:**	City Council
On agenda:	9/27/2016			**Final action:**	
Title:	Approve a request to vacate that portion of the Stone Street right-of-way located between US 1 and the F.E.C. railroad. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution No. 2016-103 Vacating a Portion of Stone Street (Second).pdf Exhibit A Stone St legal.pdf Resolution No. 2016-91 (notice of termination).pdf OrderConf-Stone St.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 14, 2016
Agenda Date: September 27, 2016
Prepared By: Steven P. Belden, AICP, Community Services Director
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve a request to vacate that portion of the Stone Street right-of-way located between US 1 and the F.E.C. railroad.

BACKGROUND:

On February 13, 2003, Florida East Coast Railway (F.E.C.) closed the Stone Street highway rail grade crossing for surface work. Subsequently, in a correspondence dated March 18, 2003, the Florida Department of Transportation (FDOT) indicated to the City that it had received an application from F.E.C. to permanently close the crossing. FDOT indicated its support of the Federal Railroad Administration's desire to reduce the nation's 280,000 public and private grade crossings by consolidating unused, unnecessary, and redundant crossings. Additionally, FDOT stated that highway grade-crossing closures are the safest measure in reducing the opportunity for vehicular-train collisions.

FDOT provided a stipulated agreement between the City of Cocoa, FDOT and FEC, in which FEC agreed to keep the crossing open for an additional 36 months, after which the crossing would be closed permanently. The agreement was executed by the City on August 10, 2004.

Since that time there have been several attempts by the City to re-open the crossing through various

correspondence and meetings with FDOT. In 2008, F.E.C. indicated its opposition to reopening the crossing to which FDOT provided correspondence stating that without F.E.C. approval the crossing would not be allowed to re-open.

On June 6, 2016, the City received a Right-Of-Way Vacation application from Biscaya Cocoa Holdings, LLC, from Miami, Florida, requesting the City vacate that portion of Stone Street located between US 1 and the F.E.C. railroad (see attached application). The application was deemed complete and no objections were received by any City Department or public or commercial utility. The City's Utility Department did provide comment indicating that there is an existing water line on the north side of the right of way and a sanitary sewer line on the south side that would have to be relocated with an easement dedicated to the city.

The applicant has indicated that a Cumberland Farms convenience store is considering locating at the property adjacent to the Stone Street right of way. The applicant has provided a preliminary sketch of the potential site plan (see attached exhibit). In order to make the project feasible it is necessary to utilize the existing right of way area.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

Subsequent to the City Council meeting on August 23, 2016, at which time Resolution 2016-91, vacating a portion of Stone Street, was adopted, City staff determined that the City inadvertently failed to publish notice of the proposed vacation of the right of way in a newspaper of general circulation as required by the City Code. As a result, the subject vacation of right of way has been properly advertised and is being presented to the City Council again for consideration.

RECOMMENDED MOTION:

Approve a request to vacate that portion of the Stone Street right-of-way located between US 1 and the F.E.C. railroad.

RESOLUTION NO. 2016-103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; VACATING A PORTION OF STONE STREET GENERALLY LYING WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF US HIGHWAY NO. 1 AND EAST OF THE EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY TRACKS APPROXIMATELY FIFTY FEET (50') WIDE BY ONE HUNDRED SIXTY FEET (160') LONG WITHIN THE CITY OF COCOA; RESERVING UNTO THE CITY OF COCOA A WATER, SEWER, AND REUSE EASEMENT OVER, UNDER AND UPON THAT PORTION OF STONE STREET BEING VACATED HEREUNDER; PROVIDING FOR THE REPEAL OF RESOLUTION NO. 2016-91 AND ANY OTHER PRIOR INCONSISTENT RESOLUTIONS, RECORDING, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa has been asked to consider vacating a portion of Stone Street, more particularly described herein; and

WHEREAS, this Resolution was adopted pursuant to Section 20-14 of the City Code and the Florida Municipal Home Rule Powers Act; and

WHEREAS, the City of Cocoa does not currently use, nor has any plans to use, the subject portion of Stone Street for roadway purposes, except the City of Cocoa desires to retain easement rights for City water, sewer, and reuse purposes; and

WHEREAS, to the best of the City's knowledge, no other public utilities are currently utilizing the subject portion of Stone Street; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this Resolution is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings of the City Council of Cocoa.

Section 2. **Stone Street Vacation; Reservation of Easement.** The City Council of the City of Cocoa hereby vacates the portion of Stone Street depicted and described on **Exhibit "A,"** attached hereto and fully incorporated herein by this reference, subject to the City of Cocoa

hereby retaining, for the benefit of the public, a non-exclusive easement to construct, install, relocate, maintain and repair infrastructure and appurtenances under, over and upon the vacated portion of Stone Street for purposes of the City's water, sewer and reuse utilities. Said easement rights shall remain in full force and effect until expressly terminated by the City of Cocoa by a legal instrument duly approved by the City Council and recorded in the Official Public Records of Brevard County, Florida.

Section 3. **City Clerk to Record.** Following adoption of this Resolution, this Resolution shall be recorded by the City Clerk in the Official Records for Brevard County, Florida.

Section 4. **Repeal of Prior Inconsistent Resolutions**. Resolution No. 2016-91 is hereby expressly repealed and was considered *void ab initio* and not given any legal effect due to the fact that the resolution was not properly advertised in a newspaper of general circulation prior to consideration and adoption by the City Council pursuant to Section 20-14 of the City Code. Further, all other prior inconsistent resolutions adopted by the City Council are hereby repealed.

Section 5. **Severability.** If any section, clause, phrase, word, or provision is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this resolution.

Section 6. **Effective Date.** This Resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida, and recorded pursuant to Section 3 of this Resolution.

ADOPTED at a Regular Meeting of the City Council of the City of Cocoa, Florida, assembled this 27th day of September, 2016.

_____
Henry U. Parrish, III, Mayor

ATTEST:_____
Carie Shealy, City Clerk

LEGAL DESCRIPTION

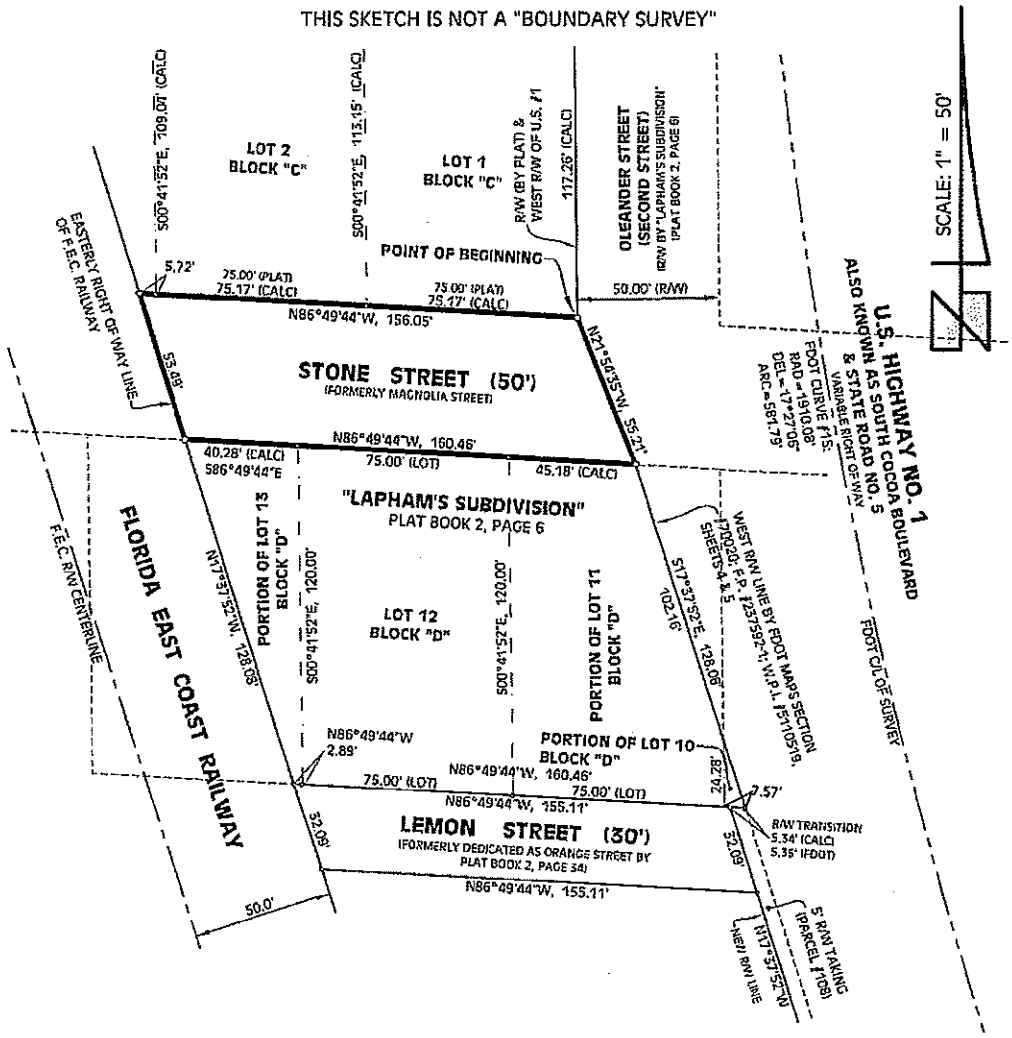
VACATION OF RIGHT OF WAY DESCRIPTION - STONE STREET:

THAT PORTION OF STONE STREET (SAID STREET BEING AN UN-NAMED 50 FOOT WIDE RIGHT OF WAY BY DEDICATED BY "LAPHAM'S SUBDIVISION", RECORDED IN PLAT BOOK 2, PAGE 6 AND RE-DEDICATED AS MAGNOLIA STREET BY "SUNNYSIDE ADDITION TO COCOA, FLORIDA", RECORDED IN PLAT BOOK 2, PAGE 34, BOTH OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA), WHICH LIES WEST OF THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 AND EAST OF THE EAST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY (A 100 FOOT WIDE RIGHT OF WAY), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 1, BLOCK "C" OF "LAPHAM'S SUBDIVISION" RECORDED IN PLAT BOOK 2, PAGE 6 OF THE PUBLIC RECORD OF BREVARD COUNTY, FLORIDA, (SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 AS DEFINED BY FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS, SECTION 70020, W.P.I. 5110519, F.P. 237592-1, DATED 7/30/04), THENCE RUN WEST, ALONG THE NORTH RIGHT OF WAY LINE OF STONE STREET, A DISTANCE OF 156 FEET, MORE OR LESS, TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE SOUTHEASTERLY, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 53.5 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID STONE STREET; THENCE EAST, ALONG SAID SOUTH RIGHT OF WAY, A DISTANCE OF 160 FEET, MORE OR LESS TO AN INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (A VARIABLE WIDTH RIGHT OF WAY) AS DEFINED BY THE AFORESAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS; THENCE NORTHWESTERLY, A DISTANCE OF 55 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

SKETCH TO ACCOMPANY DESCRIPTION

THIS SKETCH IS NOT A "BOUNDARY SURVEY"



VACATION OF RIGHT OF WAY DESCRIPTION - STONE STREET:

THAT PORTION OF STONE STREET (SAID STREET BEING AN UN-NAMED 50 FOOT WIDE RIGHT OF WAY BY DEDICATED BY "LAPHAM'S SUBDIVISION", RECORDED IN PLAT BOOK 2, PAGE 6 AND RE-DEDICATED AS MAGNOLIA STREET BY "SUNNYSIDE ADDITION TO COCOA, FLORIDA", RECORDED IN PLAT BOOK 2, PAGE 34, BOTH OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA), WHICH LIES WEST OF THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 AND EAST OF THE EAST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY (A 100 FOOT WIDE RIGHT OF WAY), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 1, BLOCK "C" OF "LAPHAM'S SUBDIVISION" RECORDED IN PLAT BOOK 2, PAGE 6 OF THE PUBLIC RECORD OF BREVARD COUNTY, FLORIDA, (SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 AS DEFINED BY FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS, SECTION 70020, W.P.I. 5110519, F.P. 237592-1, DATED 7/30/04), THENCE RUN WEST, ALONG THE NORTH RIGHT OF WAY LINE OF STONE STREET, A DISTANCE OF 156 FEET, MORE OR LESS, TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE SOUTHEASTERLY, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 53.5 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID STONE STREET; THENCE EAST, ALONG SAID SOUTH RIGHT OF WAY, A DISTANCE OF 160 FEET, MORE OR LESS TO AN INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (A VARIABLE WIDTH RIGHT OF WAY) AS DEFINED BY THE AFORESAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS; THENCE NORTHWESTERLY, A DISTANCE OF 55 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

DRAWN BY: RMP

CHK'D BY:

DATE: 5/19/16

JOB #: 15-160-2

SHEET 1 OF 1

PREPARED FOR & CERTIFIED TO THE EXCLUSIVE USE OF THE PARTIES LISTED BELOW AND FOR THOSE SERVICES EXPRESSED HEREON. USE OF THIS DOCUMENT BY ANY PARTY OTHER THAN THOSE LISTED OR FOR PURPOSES OTHER THAN THOSE EXPRESSED WILL BE AT THE SOLE RISK OF THAT PARTY WITHOUT LIABILITY OF ANY KIND TO THIS SURVEYOR.

SKETCH & DESCRIPTION - RIGHT OF WAY VACATION

BISCAYA COCOA HOLDINGS, LLC

r.m. packard & assoc., inc.
surveying & mapping
197 BOUGAINVILLEA DRIVE
ROCKLEDGE, FLORIDA 32955
TEL.: (321) 632-6335

This Instrument prepared by:

Anthony A. Garganese
City Attorney of Cocoa
65 Stone Street
Cocoa, Florida 32922

CFN 2016180294, OR BK 7708 PAGE 2651,
Recorded 09/14/2016 at 08:42 AM, Scott Ellis, Clerk of Courts,
Brevard County
Pgs:1

NOTICE OF TERMINATION

(of Resolution No. 2016-91)

The undersigned hereby gives notice that City of Cocoa Resolution No. 2016-91, recorded in O.R. Book 7698, Page 458 of the Public Records of Brevard, County, Florida, was recorded in error and is hereby terminated and cancelled of record. Said recorded Resolution shall not be relied upon for any reason including, but not limited to, the purposes stated therein.

CITY OF COCOA, FLORIDA

John Titkanich, City Manager

ATTEST:

Carie Shealy, City Clerk

CITY SEAL

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.: 0001592243
Pymt Method Invoice
Net Amt: $113.44

Run Times: 1

No. of Affidavits: 1

Run Dates: 09/22/16

Text of Ad:

Ad # 9/22/16

CITY OF COCOA
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Cocoa, Florida will hold a public hearing at the Cocoa City Hall Council Chambers, 65 Stone Street, Cocoa, Florida, at 6:00 p.m. on Tuesday, September 27, 2016 in order to consider the following resolution:

Resolution No. 2016-__
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; VACATING A PORTION OF STONE STREET GENERALLY LYING WEST OF THE WESTERLY RIGH-OF-WAY LINE OF US HIGHWAY NO. 1 AND EAST OF THE EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY TRACKS APPROXIMATELY FIFTY FEET (50') WIDE BY ONE HUNDRED SIXTY FEET (160') LONG WITHIN THE CITY OF COCOA; RESERVING UNTO THE CITY OF COCOA A WATER, SEWER, AND REUSE EASEMENT OVER, UNDER AND UPON THAT PORTION OF STONE STREET BEING VACATED HEREUNDER; PROVIDING FOR THE REPEAL OF RESOLUTION NO. 2016-91 AND ANY OTHER PRIOR INCONSISTENT RESOLUTIONS, RECORDING, SEVERABILITY AND AN EFFECTIVE DATE.

All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The facility where this public hearing will be held is accessible to the physically handicapped. Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. Written comment from the public with regard to the application will also be accepted.

Information pertaining to the above may be inspected at the Planning & Zoning Division beginning the Friday before the meeting, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

Legislation Details (With Text)

File #:	16-417	**Version:** 1	**Name:**		
Type:	Report		**Status:**	Public Hearing	
File created:	9/9/2016		**In control:**	City Council	
On agenda:	9/27/2016		**Final action:**		
Title:	Ordinance No. 15-2016/2nd & Final Reading: Modifying the cost certification and lien recordation procedures related to the abatement of unsafe or dangerous buildings and abatement of nuisances under the City's Property Maintenance Code; and providing for related minor typographical and grammar changes regarding the affected city code sections. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 15-2016				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 13, 2016
Agenda Date: September 27, 2016
Prepared By: Nancy A. Dresser, Deputy Community Services Director
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve the second reading of Ordinance 15-2016 modifying the cost certification and lien recordation procedures related to the abatement of unsafe or dangerous buildings and abatement of nuisances under the City's Property Maintenance Code; and providing for related minor typographical and grammar changes regarding the affected city code sections.

BACKGROUND:

The City Code currently provides that the City may impose assessment liens against affected land for costs and charges incurred by the City to abate unsafe or dangerous buildings and other public nuisances under the Property Maintenance Code of the City of Cocoa. Prior to an assessment lien being imposed, the City Code requires that the City's building official or code enforcement officer serve a notice of cost certification upon the property owner by certified mail, return receipt requested, and demand payment from the property owner. The City Code also affords property owners an opportunity to be heard before the City's Code Enforcement Board to contest or object to the cost certification prior to an assessment lien being imposed and recorded against the affected land.

Staff is requesting to clarify the cost certification process, specifically the lien recording procedure, in order to permit the city staff and city clerk to expedite the recordation of liens in cases where the property owner has waived their right to hearing to contest or object to the City's cost certification. If the property owner has not timely filed a request for an appeal hearing and has waived their rights to

a hearing before the Code Enforcement Board in such cases, the cost certification prepared by the building or code enforcement officer shall be deemed final. Additionally, staff is requesting related minor typographical and grammar changes regarding the affected city code sections be made.

STRATEGIC PLAN CONNECTION:

Image-through abatement of unsafe or dangerous buildings and abatement of public nuisances under the City's Property Maintenance Code.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

City Council approved the first reading of Ordinance 15-2016 on September 13, 2016.

RECOMMENDED MOTION:

Approve the second reading of Ordinance 15-2016 modifying the cost certification and lien recordation procedures related to the abatement of unsafe or dangerous buildings and abatement of nuisances under the City's Property Maintenance Code; and providing for related minor typographical and grammar changes regarding the affected city code sections.

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ORDINANCE NO. 15-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; MODIFYING THE COST CERTIFICATION AND LIEN RECORDATION PROCEDURES RELATED TO THE ABATEMENT OF UNSAFE OR DANGEROUS BUILDINGS AND ABATEMENT OF PUBLIC NUISANCES UNDER THE CITY'S PROPERTY MAINTENANCE CODE; PROVIDING FOR RELATED MINOR TYPOGRAPHICAL AND GRAMMAR CHANGES REGARDING THE AFFECTED CITY CODE SECTIONS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City Code currently provides that the City may impose assessment liens against affected land for costs and charges incurred by the City to abate unsafe or dangerous buildings and other public nuisances under the Property Maintenance Code of the City of Cocoa; and

WHEREAS, prior to an assessment lien being imposed, the City Code requires that the City's building official or code enforcement officer serve a notice of cost certification upon the property owner by certified mail, return receipt requested, and demand payment from the property owner; and

WHEREAS, the City Code also affords property owners an opportunity to be heard before the City's Code Enforcement Board to contest or object to the cost certification prior to an assessment lien being imposed and recorded against the affected land; and

WHEREAS, the City Council has determined that it is in the best interests of the City to clarify the cost certification process, specifically the lien recording procedure, in order to permit the city staff and city clerk to expedite the recordation of liens in cases where the property owner has waived their right to hearing to contest or object to the City's cost certification; and

WHEREAS, the City Council finds that it is not necessary for the Code Enforcement Board to review the cost certification in cases where the property owner has not timely filed a request for an appeal hearing and has waived its rights to hearing before the Code Enforcement Board because in such cases, the cost certification prepared by the building official or code

enforcement officer shall be deemed final; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. **Amendment Section 6-607.** The City of Cocoa Code of Ordinances, Section 6-607, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions):

Sec. 6-607. - Recovery of costs and fines.

(a) *Costs and fines assessed to owner.* Whenever a building or structure is repaired or demolished in accordance with the provisions of this code and the cost of such repair or demolition is borne by the city, such cost shall be assessed to the owner of the affected land or premises and shall become a lien against such land or premises as provided in this article. The cost of repair or demolition shall include not only the costs directly attributable to the repair or demolition of the building or structure, but shall also include the cost incurred in searching the public records to determine the record owners and legally interested parties, as well as, any reasonable attorneys' fees and court costs incurred in the administrative enforcement of this division and/or any legal proceeding arising from the city's abatement of the nuisance under this division, whether brought by the city, property owner or any other legally interested party, and where the city is the prevailing party in such actions.

(b) *Building official to certify costs.* The building official shall certify the costs borne by the city, as described above, and shall serve such cost certification upon the property owner by certified mail return receipt requested. This cost certification is a demand for payment from the property owner.

(c) *Right to hearing if cost and charges excessive.* Prior to the expiration of fifteen (15) days from the property owners receipt of the building official's cost certification, the property owner shall have the right to appeal the building official's cost certification and request a hearing before the code enforcement board to show cause, if any, why the costs and charges incurred by the city under this division are excessive or unwarranted or why such costs should not constitute a lien against said land, provided that nothing contained in this division is to be construed to disturb or permit a review of the order by the code enforcement board issued under subsection 6-604(b) above. The code enforcement board shall conduct a hearing and render a final order on the amount of costs and charges, if any, that should be imposed against the land as a lien. If a lien is

assessed, the chairman of the code enforcement board is hereby authorized to execute an order imposing a lien against the affected property pursuant to subsection (d). Said order shall be recorded by the city clerk if the property owner fails to pay the assessed costs and charges within three (3) business days of the code enforcement board's decision to impose the lien.

Failure of the property owner to seek an appeal of the building official's cost certification, as described in this division, shall constitute a waiver ~~by~~ of the property owner's right to an appeal hearing, and shall cause the building official's cost certification to automatically be deemed final. Upon the property owner waiving the right to an appeal hearing, the assessed costs and charges shall be immediately due and paid in full within three (3) business days of the date that said waiver occurred. The city clerk is hereby authorized to record a lien against the affected land pursuant to subsection (d) if full payment is not timely made by the property owner.

(d) *Lien created.* If ~~the owner fails to make payment within fifteen (15) days from the expiration of the appeal period, or from the date of any order entered by the city code enforcement board under subsection (c) above, the amount of the certified costs shall be assessed by the code enforcement board against the affected land and such assessment~~ All costs and charges imposed pursuant to this section by the code enforcement board, or imposed automatically upon the property owner waiving the right to appeal the building official's cost certification, shall create and constitute a lien against such land, payable to the city. Said assessment shall bear interest at the current legal rate of interest per annum as provided by law and shall constitute a lien upon the land from the date of the assessment and shall be collectible in the same manner as liens for taxes and with the same attorney's fee, penalties for default in payment, and under the same provisions as to sale and forfeiture, as apply to other city taxes. Collection of such assessments, with such interest and with a reasonable attorney's fee, may also be made by the city council by proceedings in a court of competent jurisdiction to foreclose the lien of the assessment in the manner in which a lien for mortgages is foreclosed under the laws of the state and it shall be lawful to join in any complaint for foreclosure any one (1) or more lots or parcels of land, by whomever owned, if assessed under the provisions of this division. Property subject to lien may be redeemed at any time prior to sale by its owner by paying the total amount due under the corresponding assessment lien including interest, court costs, advertising costs and reasonable attorney's fees. Liens imposed by this section shall be indexed by the city clerk in the same manner as other liens are indexed.

Section 3. **Amendment to Section 6-903.** The City of Cocoa Code of Ordinances, Section 6-903 is hereby amended as follows (underlined type indicates additions and strikeout type indicates deletions:

Sec. 6-903. - Abatement procedures.

(a) *Notice of violation.*

(1) If any property is kept or maintained in a condition that violates this article, a code enforcement officer shall cause a notice to be served by posting a copy of each notice to abate

nuisance upon the property in a conspicuous place and where possible by hand delivery or where not practical or impossible by certified mail, return receipt requested, to the last record owner or owners and all other legally interested parties as determined by the county property appraiser's records, giving notice of the violation and that said owner(s) shall have ten (10) days from the date of the notice to abate said violation or appeal the decision of the code enforcement officer to the code enforcement board. Further, if not abated in the specified time, the weeds, grass or underbrush, shall be cut or caused to be cut by the city and/or the trash, abandoned property, or inoperable motor vehicle removed and the property owner shall be assessed for the actual cost of service plus and administrative fee in the amount of one hundred dollars ($100.00). Such notice shall be in substantially in the following form:

NOTICE TO ABATE NUISANCE
TO: _____
_____
_____

DATE: _____

YOU ARE HEREBY NOTIFIED, as the apparent owner(s) of record of the real property more particularly described as: _____

Parcel I.D. # _____,

That a Code Enforcement Officer of the City of Cocoa, Florida, on the _____ day of _____ 20_____ determined that a nuisance existed upon such property, caused by:

	Accumulation of trash, debris, refuse, filth or other noxious matter		Accumulation of weeds, grass or underbrush over twelve (12) inches in height.
	Maintenance of attractive nuisance.*		Failing to secure all doorways, windows, or other openings within vacant building.
	Erosion to adjoining property.		Storing of junk, scrap metal, scrap lumber, abandoned motor vehicle.*
	Unfinished structure exiting upon property.		

* Information regarding specific violation to be prepared and attached to this notice.

You are further notified that you must abate the nuisance (s) described above within ten (10) days. If you fail to do so, the code enforcement officer shall be authorized to abate the nuisance or cause the abatement of such nuisance and the cost thereof will be levied as an assessment against such property.

You may appeal the decision of the code enforcement officer that the property contains a nuisance to the code enforcement board within ten (10) days. To appeal, you must notify before the code enforcement of your appeal in writing. The appeal will be scheduled before the code enforcement board as soon as possible.

Code Enforcement Officer of
City of Cocoa, Florida

By: _____

(2) Service by certified mail shall be effective on the date the notices were received as indicated on the return receipt. Proof of service shall be by written declaration indicating the time, date and manner of service. Failure of any person, other than the owner of record, to receive notice shall not invalidate proceedings under this article.

(b) Appeal to code enforcement board.

(1) Within ten (10) days from the notice to abate nuisance, any party identified in the notice or which is a legally interested party in the property described in such notice may appeal the decision of the code enforcement officer by filing in the office of community services ~~development~~ a notice of appeal to the code enforcement board.

(2) The code enforcement officer shall place the appeal on the agenda for hearing at the next regular code enforcement board meeting and notify the owner and all legally interested parties by mail of the date, time and place of such hearing.

(3) At such hearing, the owner may introduce any relevant evidence to show why the determination that a nuisance exists should be reversed or modified. The code enforcement officer shall introduce any relevant evidence the building official may have in support of the determination.

(4) The code enforcement board shall render its decision at the conclusion of the hearing either reversing or modifying the findings of the code enforcement officer or affirming such findings and directing that the nuisance be abated within a specific time, and providing the cost of such abatement, including any applicable administrative fee, may be assessed as a lien against the property in the manner provided by this article.

(c) *Failure of owner; action by city.* If the property owner, agent, custodian, lessee or occupant of any real property has not caused the nuisance, as described in the notice to abate nuisance, to be abated or filed an appeal with the code enforcement board within the ten ~~fourteen~~ (~~14~~10) calendar days, the code enforcement officer is authorized through city employees, agents or contractors to enter upon the property and take such steps as are reasonably required to abate the nuisance.

(d) *Notice of assessment; hearing of objection; confirmation.*

(1) Upon the completion of any work in connection with the abatement of any nuisance under this section, and where the cost of abatement is borne by the city, such costs shall be assessed to the owner of the affected land or premises and shall become a lien against such land or premises as provided in this section. The cost of abatement shall include not only the costs directly attributable to the abatement of the nuisance, but shall also include the administrative fee (provided in subsection 6-903(a)(1) of this article), the cost incurred in searching the public records to determine the record owners and legally interested parties, as well as any reasonable attorneys' fees and court costs incurred in the administrative enforcement of this section and/or any legal proceeding arising from the city's abatement of the nuisance under this section, whether brought by the city, property owner or any other legally interested party, and where the city is the prevailing party in such actions. The code enforcement officer shall certify the costs borne by the city, as described above, and shall serve such cost certification upon the property owner by certified mail return receipt requested. This cost certification is a demand for payment from the property owner.

(2) Prior ~~the~~ to the expiration of fifteen (15) days from the property owner's receipt of the code enforcement officer's cost certification, the property owner shall have the right to request a hearing before the code enforcement board to show cause, if any, why the costs and charges incurred by the city under this section are excessive or unwarranted or why such costs should not constitute a lien against said land, provided that nothing contained in this section is to be construed to disturb or permit a review of the original determination of the existence of a nuisance upon the property. At such hearing, the code enforcement board may alter, change and correct any assessment; provided, however, that no assessment shall be increased without notice to the owner of the property and to all legally interested parties. The code enforcement board shall conduct a hearing and render a final order on the amount of costs and charges, if any, that should be imposed against the land as a lien. If a lien is assessed, the chairman of the code enforcement board is hereby authorized to execute an order imposing a lien against the affected property. Said order shall be recorded by the city clerk if the property owner fails to pay the assessed costs and charges, in full, within three (3) business days of the code enforcement board's decision to impose the lien.

Failure of the property owner to seek an appeal of the code enforcement officer's cost certification shall constitute a waiver ~~by~~ of the property owner's right to an appeal hearing, and shall cause the code enforcement officer's cost certification to automatically be deemed final. Upon the property owner waiving the right to an appeal hearing, the assessed costs and charges shall be immediately due and paid in full within three (3) business days of the date that said waiver occurred. The city clerk is hereby authorized to record a lien against the affected land pursuant to subsection (e) if full payment is not timely made by the property owner.

~~The code enforcement board shall by order of lien approve and endorse all assessments as finally fixed and adjusted, and~~ Ssuch assessments shall, from the date of the assessment amount is deemed

final by the code enforcement board or deemed final automatically by waiver, ~~such confirmation~~, constitute a lien on the respective lots or parcels of land, or other real property upon which they are levied, superior to all other liens except those for state and county taxes to which they are equal. Such assessments shall bear interest at the maximum amount permitted by state law and costs of collection, shall continue to be a lien against such real property until paid.

(e) *Record of liens in circuit court.* An order of lien of unpaid assessments, or portions thereof, as finally confirmed by the code enforcement board, or automatically deemed final by waiver, shall be recorded in the office of the clerk of the circuit court of the county, and the liens evidenced thereby shall be indexed by such clerk in the same manner as other liens are indexed.

(f) *Enforcement of assessments.* Assessments resulting from the procedure set forth in this division, together with interest, costs, and a reasonable attorney's fee, may be enforced by the city in the manner provided in F.S. ch. 173, for the foreclosure of municipal tax and special assessment liens or foreclosed in the same manner in which mortgage liens are foreclosed. Proceedings to foreclose these liens may be initiated at any time within twenty (20) years of levy.

(g) *Authority to expend funds.* Nothing contained herein shall require the city council to appropriate or expend any funds to carry out the purpose of this section. The authority granted herein is permissive and shall not be construed to impose an obligation on the code enforcement officers or the city to abate nuisances upon privately owned real property.

(h) *Emergency powers.* Nothing herein precludes exercise of emergency powers otherwise available in the face of imminent threat to public safety.

(i) *Provisions supplement and in addition to other powers.* The provisions of this division shall not be deemed to repeal or modify any city ordinance or provision of the City Code relating to abatement of nuisances upon real property within the city, but the provisions herein shall be supplemental and in addition to the powers that may be exercised by the city council, its officers and employees and shall be liberally construed to effectuate its purpose.

Section 4. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. Incorporation Into Code. This Ordinance shall be incorporated into the City Code of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of

competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 7. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, at a regular meeting assembled on the 27th day of September, 2016.

_____
HENRY U. PARRISH, Mayor

ATTEST:

_____
CARIE SHEALY, CMC
City Clerk

First Reading: September 13, 2016

Legislation Details (With Text)

File #:	16-418	**Version:** 1	**Name:**		
Type:	Report		**Status:**	Public Hearing	
File created:	9/13/2016		**In control:**	City Council	
On agenda:	9/27/2016		**Final action:**		
Title:	Ordinance No.16-2016/2nd & Final Reading: Amending Chapter 12, Local Business Taxes, to prohibit real property owners within the jurisdictional limits of the City from allowing other persons to operate, upon the owner's real property, a business, occupation or profession without obtaining a Local Business Tax Receipt from the City when a Local Business Tax Receipt is required by law. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 16-2016				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 13, 2016
Agenda Date: September 27, 2016
Prepared By: Nancy A. Dresser, Deputy Community Services Director
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve the second reading of Ordinance 16-2016 amending Chapter 12, Local Business Taxes, to prohibit real property owners within the jurisdictional limits of the City from allowing other persons to operate, upon the owner's real property, a business, occupation or profession without obtaining a Local Business Tax Receipt from the City when a Local Business Tax Receipt is required by law.

BACKGROUND:

Section 12-11 of the City Code provides that it is unlawful for any person, as defined in Section 12-1 (e) of City Code to include other legal entities, to engage in any trade, business, profession or occupation within the City without obtaining a local business tax receipt as required by the City Code and law.

The City has encountered situations wherein persons have operated a business, occupation or profession without first obtaining a Local Business Tax Receipt, in violation of the City Code of the City of Cocoa, on real property owned by another person. Property owners may or may not be aware such violations are occurring upon their property. The proposed ordinance provides that prior to the City initiating any code enforcement action against a property owner for violating this section, the City shall provide written notice to the property owner that a person is engaged in or managing a business on the property owner's property without a required local business tax receipt. The ordinance

provides the owner with ten days to come into compliance with the requirement.

A local business tax receipt is levied for the privilege of engaging in or managing any business, profession or occupation within the City limits. Allowing a person or entity to engage in business without obtaining a local business tax receipt creates an inequity and unfairness to those persons or entities lawfully operating their business in the City. The process of obtaining a local business tax receipt ensures the business is permitted to operate at the respective location and the business activity is reviewed to be consistent with the requirements of City Code. Moreover, applying for and obtaining a Local Business Tax Receipt is in the interest of public health, welfare and safety in that it requires an applicant to furnish evidence of all certifications, licenses or other authorizations required by any applicable federal, state and local law, rule or regulation (Section 12-20 of the City Code).

City staff believes that property owners should bear some responsibility for knowingly and willfully allowing other persons to unlawfully engage in a business, occupation or profession on their real property in violation of the local business tax receipt provisions of the City Code.

Staff believes that it is in the best interest of the City to create a separate and independent code infraction to address property owners that knowingly and willfully allow for other persons to operate a business, occupation or profession upon their property without obtaining a required local business tax receipt from the City. This Ordinance is intended to be a legitimate exercise of the City's police powers for purposes of prohibiting businesses, occupations and professions from unlawfully engaging in business within the jurisdictional limits of the City of Cocoa.

STRATEGIC PLAN CONNECTION:

None

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The first reading of Ordinance 16-2016 amending Chapter 12, Local Business Taxes, on September 13, 2016.

RECOMMENDED MOTION:

Approve the second reading of Ordinance 16-2016 amending Chapter 12, Local Business Taxes, to prohibit real property owners within the jurisdictional limits of the City from allowing other persons to operate, upon the owner's real property, a business, occupation or profession without obtaining a Local Business Tax Receipt from the City when a Local Business Tax Receipt is required by law.

ORDINANCE NO. 16-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 12, LOCAL BUSINESS TAXES, TO PROHIBIT REAL PROPERTY OWNERS WITHIN THE JURISDICTIONAL LIMITS OF THE CITY FROM ALLOWING OTHER PERSONS TO OPERATE, UPON THE OWNER'S REAL PROPERTY, A BUSINESS, OCCUPATION OR PROFESSION WITHOUT OBTAINING A LOCAL BUSINESS TAX RECEIPT FROM THE CITY WHEN A LOCAL BUSINESS TAX RECEIPT IS REQUIRED BY LAW; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Chapter 166, Florida Statutes, the Municipal Home Rule Powers Act, provides for the ability of the City of Cocoa to enact legislation concerning any subject matter upon which the state Legislature may act, subject to limited exceptions as provided for therein; and

WHEREAS, Section 12-11 of the City Code provides that it is unlawful for any person, as defined in Section 12-1(e) of City Code to include other legal entities, to engage in any trade, business, profession or occupation within the City without obtaining a local business tax receipt as required by the City Code and law; and

WHEREAS, the City has encountered situations wherein persons have operated a business, occupation or profession in the City without a local business tax receipt, in violation of the City Code of the City of Cocoa, upon real property owned by another person; and

WHEREAS, it has come to the attention of the City that some property owners are knowingly and willfully allowing such violations to occur upon the property owners' property and thereby facilitating violations of the City's local business tax receipt regulations; and

WHEREAS, the City Council also finds that property owners should bear some responsibility for knowingly and willfully allowing other persons to unlawfully engage in a business, occupation or profession on their real property in violation of the local business tax receipt provisions of the City Code; and

WHEREAS, the City Council of the City of Cocoa further finds that it is in the best interest of the City to create a separate and independent code infraction to address property owners

that knowingly and willfully allow for other persons to operate a business, occupation or profession upon their property without obtaining a required local business tax receipt from the City; and

WHEREAS, the City Council hereby determines that this Ordinance is intended to be a legitimate exercise of the City's police powers for purposes of prohibiting businesses, occupations and professions from unlawfully engaging in business within the jurisdictional limits of the City of Cocoa; and

WHEREAS, the City Council of the City of Cocoa, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY OF COCOA HEREBY ORDAINS AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Council of the City of Cocoa.

Section 2. Amendment to Chapter 12, Local Business Taxes. Chapter 12, Local Business Taxes, of the Code of Ordinances, City of Cocoa, Florida, is hereby amended to add a new Section 12-21 as follows (underlined type indicates additions to the City Code):

Sec. 12-21. – Property owners allowing persons to engage in business upon real property without a required local business tax receipt.

(a) No owner of real property shall knowingly or willfully allow, upon said owner's real property, any other person to engage in or manage any business, occupation or profession for which there is a local business tax receipt required by this chapter or any other ordinance of the city, unless such person engaging in or managing the business, occupation or profession shall first procure a local business tax receipt from the city pursuant to this chapter.

(b) Before the city initiates any code enforcement action against a property owner for violating this section, the city shall provide written notice to the property owner that a person is engaged in or managing a business, occupation or profession upon the property owner's property without a required local business tax receipt. The written notice shall advise the property owner of the person in violation of this chapter and that the property owner may be declared in violation of this section, and be subject to penalties, if the person does not come into compliance with the requirements of this chapter within ten (10) calendar days of receipt of the notice. The notice shall be sent certified mail, and, at the option of the city, return receipt requested, to the property owner's address listed in the tax collector's office for tax notices or to the address listed in the county property appraiser's database, or by hand delivery by a duly authorized representative of the city. The city may also send a courtesy copy of the notice to the person required to obtain the

business tax receipt. After ten (10) calendar days following the property owner's receipt of the city's written notice, it shall be unlawful for the property owner to continue to permit the person identified in the notice to continue to engage in or manage a business, occupation or profession on the subject property if the person does not obtain a local business tax receipt required by this chapter. Proof of the property owner's receipt of the written notice and the person's failure to obtain a local business tax receipt required by this chapter within the ten (10) calendar day time period shall be deemed prima facie evidence that the property owner has violated this section.

(c) Subject to the applicable provisions of chapter 6, Article II, Code Enforcement, the property owner shall be subject to a code enforcement penalty of $250.00 for each business, occupation or profession located upon the property for which a local business tax receipt required by this chapter was not obtained, not to exceed $1,000.00 per property in any local business tax receipt year (October 1 to September 30).

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions**. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Incorporation Into Code**. This Ordinance shall be incorporated into the Cocoa City Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

[Adoption Page Follows]

ADOPTED by the City Council of the City of Cocoa, Florida, at a regular meeting assembled on the 27th day of September, 2016.

_____

Henry U. Parrish, III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

First Reading: September 13, 2016

Legislation Details (With Text)

File #:	16-390	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	8/30/2016			**In control:**	City Council
On agenda:	9/27/2016			**Final action:**	
Title:	Consider the applications for appointment of Mr. Troy Stephan and Ms. Crystal McQueen to fulfill a vacancy on the Planning and Zoning Board through November, 2017. (Admininistrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04_05_16 Stephan Application.pdf 04_18_16 Non-Qualified letter.pdf McQueen, Crystal 001.pdf McQueen Consideration letter 001.pdf Stephan Consideration letter 001.pdf Planning & Zoning Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 30, 2016
Agenda Date: September 13, 2016
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the applications for appointment of Mr. Troy Stephan and Ms. Crystal McQueen to fulfill a vacancy on the Planning and Zoning Board through November, 2017.

BACKGROUND:

The Planning & Zoning Board currently has two regular member vacancies and two alternate member vacancies. Billy Meyers, who fulfilled one of the seats as a non-resident/ business owner, resigned from the board on August 4, 2016. With his resignation, this opened a seat in the event that a non-resident/business owner applied.

In April, 2016, Mr. Troy Stephan, a business owner within the City of Cocoa, but not a resident or voter within the City, submitted an application to the City Clerk's office for consideration to serve on the Planning & Zoning Board. At that time, he was sent a letter explaining Section 2-58 of the City Code regarding the limitation on the number of non-residents serving on boards and committees. When he applied, the board had 33% of non-residents serving. Since the vacancy occurred, the City Clerk spoke with him and he is still interested in serving. He meets all other qualifications for serving.

In August, 2016, Crystal McQueen, also a business owner within the City of Cocoa, expressed an interest to serve on a City Board; however, she is also a non-resident and voter for the City of Cocoa. She meets all other qualifications required to serve on a city board.

After the appointment of one of the applicants, there would still be one regular member vacancy and two alternate member vacancies.

A current Planning & Zoning Board roster and an update Board vacancy listing is attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council appoints and reappoints members to Cocoa's board and committee's as vacancies and term expirations occur.

RECOMMENDED MOTION:

Appointment of either Troy Stephan or Crystal McQueen as a regular member of the Planning & Zoning Board through November, 2017.

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RECEIVED
APR 05 2016
OFFICE OF THE CITY CLERK

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: TROY W STEPHAN, Esq Application Date: 4-6-16

Street Address, Including Zip Code: 100 HARRISON ST, COCOA FL.

Telephones: Home: _____ Work: _____ Pager: _____ Cell: 321-720-4529

Place of Business: Self Emp?

Title/Position Held: STATE of FLORIDA, MEDIATION SERVICES COORDINATOR / ATTORNEY

Date of Birth[1] 7-5-70 Email Address: TSTEPHANLAW@AOL.COM

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Pension Board - General Employees
	Board of Adjustment		Pension Board – Police
	Code Enforcement/Drug Related Public Nuisance Board	✓	Planning & Zoning Board
	Economic Development Executive Committee		Redevelopment Agency (Cocoa)
	Enterprise Zone Development Agency		Redevelopment Agency (Diamond Square)
	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire		Utilities Advisory Board

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months? own		Yes	X	No	X
Do you own property or a business in Cocoa? Resident of property		Yes	X	No	
Are you registered to vote in Brevard County, Florida?		Yes	X	No	X
Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.		Yes		No	X
If yes, have your civil rights been restored?	N/A	Yes		No	
Do you consent to a standard criminal background check?		Yes	X	No	

[1] This information is necessary in order to conduct background checks.

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board	Yes	____	No	X
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage?	Yes	____	No	X
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	Yes	____	No	X

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

I'VE BEEN A BREVARD COUNTY RESIDENT FOR 43 YRS & OWN PROPERTY IN DOWNTOWN COCOA VILLAGE SINCE 2008. I'VE WORKED FOR F&I GOV WITH SECURITIES & EXCHANGE COMMISSION & RECENTLY FOR STATE OF FLORIDA 18TH JUDICIAL CIRCUIT COURT AS THEIR MEDIATION SERVICES COORDINATOR. I'VE BEEN A PRACTICING ATTORNEY IN AREAS of Real estate & other areas since 1999.

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

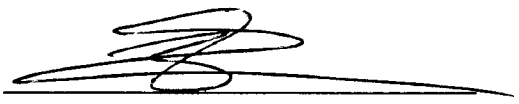
____	African-American
____	Asian-American
____	Hispanic-American
____	Native American
X	Caucasian

GENDER

X	Male
____	Female

DISABILITY

____	Physically Disabled

Signature:  Date: April 7, 2016

Please Return this form to:
Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

April 18, 2016

Troy W. Stephan, Esq.
100 Harrison St.
Cocoa, FL 32922

Re: Application for Membership on the Planning & Zoning Board

Dear Mr. Stephan:

It has been brought to my attention you do not qualify for membership to the Planning & Zoning Board at this time. Per the City of Cocoa Code, it states the following:

Section 2-58: (d) Limitation on number of nonresidents serving on boards and committees. Notwithstanding the foregoing, the maximum number of persons not satisfying both the residency and registered voter requirements of this section shall be limited to a number equal to thirty-three percent (33%) of the total number of voting board or committee members allowed to be appointed or elected to that particular board or committee.

In regards to this Section, the board currently has 33% of non-residents serving as board members. Since your residency is not within the City limits, nor are you registered to vote in the City of Cocoa, you are not eligible at this time.

I have removed your application for consideration from the City Council meeting agenda for April 26, 2016; however, I will hold onto your application in the event that you would like to reapply in the future.

If you have any further questions, please feel free to contact me at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, CMC
City Clerk

Enc: Section 2-58 of the City of Cocoa Code

Sec. 2-58. - Appointments of boards and committees.

(a) *Purpose and intent; conflicts.* The purpose of this section is to enhance the public's respect and confidence in the municipal services delegated to, and performed by, city boards and committees and to ensure that decisions of boards and committees are in the best interests of the city. The purpose of this section is also to establish uniform and consistent procedures and requirements for establishing and/or abolishing boards and committees, and appointing and removing members thereof, and for conducting board and committee business.

To the extent any provision of this section conflicts with any other provision of this Code, it is the intent of the city council that the provisions of this section shall prevail. To the extent the provisions of this section are preempted by state or federal law, it is the intent of the city council that the provisions of state or federal law shall prevail.

(b) *Definitions.* As used in this section, the terms or phrases listed in this subsection shall have the following meaning:

Owner of real property shall mean any person having (a) a fee simple ownership interest in real property located in the city or (b) an equitable or legal interest in a corporation, partnership, trust or other legal entity which has a fee simple ownership interest in real property located in the city at all times while serving on said board or committee, and at least six (6) months prior to being nominated, elected or appointed to the board or committee.

Registered voter shall mean a person duly registered to vote in county elections at all times while serving on a board or committee.

Resident shall mean any person living within the city limits at all times while serving on said board or committee, and at least six (6) months prior to being nominated, elected or appointed to the board or committee.

(c) *Requirements of board and committee members.* Any person nominated, elected or appointed to serve on a board or committee of the city shall satisfy the following requirements, except as otherwise provided by state or federal law:

(1) Complete a board or committee application as prescribed by the city council;

(2) Consent to a standard criminal background check;

(3) Be a resident or owner of real property, and a registered voter as defined in this section unless the city council by unanimous vote waives this requirement upon a determination that a vacancy on a board or committee must be filled by a person with specialized skills and training and a resident or owner of real property and who is a registered voter with such skills and training cannot be reasonably found to fill the vacancy. If said requirement is waived, the vacancy shall only be filled by a person who is a resident or an owner of real property within the city; and

(4) Has never been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction, any plea of nolo contendere shall be considered a conviction for purposes of this paragraph, unless civil rights have been restored.

(d) *Limitation on number of nonresidents serving on boards and committees.* Notwithstanding the foregoing, the maximum number of persons not satisfying both the residency and registered voter requirements of this section shall be limited to a number equal to thirty-three percent (33%) of the total number of voting board or committee members allowed to be appointed or elected to that particular board or committee.

(e) *Appointment and removal of members.* Unless provided otherwise in this section, all persons shall be appointed to, and removed from city boards and committees by majority vote of the city council. Board and committee members shall serve at the pleasure of the city council and may be summarily removed at any time with or without cause. A board or committee appointment shall not be construed as creating or conferring, upon a person, any right or interest in serving on a board or committee including, but not limited, to a contract, liberty, property or vested right.

(f) *Term.* All board and committee members shall be appointed to serve (3) year terms and may be reappointed by the city council for subsequent three (3) year terms without limitation. If a member is removed, or vacates their appointment for any reason, including death, excessive absences, or resignation, prior to the expiration of their term, the city council shall appoint another person to serve the remaining portion of the unexpired term.

(g) *Absences.* Any board or committee member incurring three (3) consecutive absences from any regularly scheduled meeting of the board or committee, or five (5) absences from any meeting of the board or committee within a twelve (12) month period, (starting with the last absence and counting backward), shall be deemed automatically removed from the respective board or committee in which the absences have occurred. Any meeting which is cancelled, other than for a lack of a quorum, shall not be counted for purposes of determining absenteeism. Absences which occurred prior to the date of reappointment of any board or committee member shall not be counted toward automatic removal. However, if any board or committee is regularly scheduled to meet less than once per month, a board or committee member shall be automatically removed if the member fails to attend forty percent (40%) of the regularly scheduled meetings within a twelve-month period.

(h) *Compensation.* All board and committee members shall serve without compensation, except as provided in the Code for per diem and travel allowances for official travel.

(i) *Chairmanships.* Each board and committee shall be responsible to elect, by majority vote of the members of each board or committee, a chairperson and deputy-chairperson. The election shall occur annually at the first meeting held in January, unless there is no January meeting, then the next meeting held. All newly established boards and committees shall make such elections at their first regularly scheduled meeting and then annually as stated above. Alternate members (as provided below) shall not be elected to positions of chairperson or deputy-chairperson. All meetings shall be as regularly scheduled and at the call of the chair and at such other times as a majority of the members of any board or committee may determine.

(j) *Rules and procedures.* The city council shall adopt and amend, from time to time by resolution, general and quasijudicial rules and procedures for boards and committees. All boards and committees shall at all times comply with the general rules and procedures, and when applicable, the quasijudicial rules and procedures. A board or committee may adopt additional rules and procedures provided that such rules or procedures are supplementary in nature and not inconsistent with the rules and procedures adopted by the city council and any federal, state, or local law. Any rule or procedure adopted by the board or committee may be amended or repealed by the city council.

(k) *Quorum; board actions.* A majority of the members of each board or committee shall constitute a quorum. The affirmative vote of the majority present shall be necessary for any board actions; provided, however, it shall take three (3) affirmative votes to pass or approve any action, unless a super majority is otherwise required by local, state or federal law.

(l) *Public meeting; minutes.* All meetings of boards or committees shall be open to the public. The city manager shall designate a secretary, for each board or committee, whose duties shall include keeping minutes of all the meetings of the board or committee and recording the actions and/or recommendations of each board or committee, including showing the vote of each member upon each question or if absent or failing to vote indicating such fact. The city manager may appoint a board or committee member to serve as secretary. The city shall be custodian of all records of the boards or committees, and such records shall be maintained in the same manner as other city records.

(m) *Alternate members.* At the discretion of the city council, two (2) alternate members may be appointed to each city board or committee. Alternate members shall be provided with all agendas and documentation provided to regular members and shall be permitted to provide input during discussions. Alternate members shall not be permitted to vote on matters before the board unless they have assumed the duties of absent regular member.

The member of the board who has served longer as an alternate member shall be the first alternate board member. If the first alternate member leaves the board or is appointed as a regular board member, the successor to the first alternate board member shall be that alternate board member

with the longer service as an alternate member. The next appointed alternate member shall be designated as the second alternate board member.

In the absence of a regular member from an official board meeting, the first alternate board member shall assume all duties of the absent regular board member, including the right to vote on any matter before the board at that meeting. If two (2) or more regular board members are absent from an official board meeting, the second alternate member shall assume all duties of an absent regular member, including the right to vote on any matter before the board at that meeting.

In the absence of the first alternate board member from an official board meeting, the second alternate board member shall act in the place of the absent first alternate, including the right to vote on matters before the board at that meeting if a regular member is absent at that meeting.

(n) *Ad hoc committees.* The city council may create by resolution, from time to time, temporary ad hoc committees to serve a limited purpose. The resolution may exempt the committee from all or part of the requirements of this section.

(Ord. No. 19-93, §§ 1—3, 12-14-93; Ord. No. 1-96, § 1, 1-9-96; Ord. No. 6-96, § 1, 3-12-96; Ord. No. 10-97, § 1, 5-27-97; Ord. No. 31-02, § 1, 12-10-02; Ord. No. 20-03, § 2, 7-22-03)





CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: Crystal McQueen Application Date: 7-11-16

Street Address, Including Zip Code: 956 N. Cocoa Blvd. Ste. 1121 & 1123

Telephones: Home: 321-271-4659 Work: _____ Pager: N/A Cell: 321-271-4365

Place of Business: Christ the King Redemptive Ministries & Video Productions

Title/Position Held: Co-pastor, Executive Admin

Date of Birth[2] 02/25/1971

Email Address: crystalmcqueen@gmail.com

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

X	Affordable Housing Advisory Committee		Pension Board - General Employees
	Board of Adjustment		Pension Board – Police
	Code Enforcement/Drug Related Public Nuisance Board		Planning & Zoning Board
	Economic Development Executive Committee		Redevelopment Agency (Cocoa)
X	Enterprise Zone Development Agency		Redevelopment Agency (Diamond Square)
	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire		Utilities Advisory Board

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	X	No	
Do you own property or a business in Cocoa?	Yes	X	No	
Are you registered to vote in Brevard County, Florida?	Yes	X	No	
Have you ever been convicted or found guilty, regardless				

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. Yes ____ No X

If yes, have your civil rights been restored? Yes ____ No ____
Do you consent to a standard criminal background check? Yes ____ No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ____ No X
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No X
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No X

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

I currently hold a Masters in Non-profit Management & Leadership and I am pursuing a Doctorate in Public Administration. I have over 15+ years owning & working in the third sector. My purpose, is build stronger communities and a more equitable world.

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

X African-American
____ Asian-American
____ Hispanic-American
____ Native American
____ Caucasian

GENDER

____ Male
X Female

DISABILITY

____ Physically Disabled

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

September 21, 2016

Crystal McQueen
956 N. Cocoa Blvd., Ste. 1121 & 1123
Cocoa, FL 32922

RE: Appointment as a Regular member to the Planning & Zoning Board

Dear Ms. McQueen,

Your application for appointment to the Planning & Zoning Board will be considered by the City Council at its regular meeting of September 27, 2016.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call my office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, CMC
City Clerk

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

September 21, 2016

Troy W. Stephan, Esq.
100 Harrison St.
Cocoa, FL 32922

RE: Appointment as a Regular member to the Planning & Zoning Board

Dear Mr. Stephan,

Your application for appointment to the Planning & Zoning Board will be considered by the City Council at its regular meeting of September 27, 2016.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call my office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, CMC
City Clerk

Planning & Zoning Board	**Meets Second Wednesday Every Month @ 6pm**			**Expirations in November**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
VACANCY ~~William "Billy" Meyers IV~~ (non-resident)	3055 Sunset Lane Cocoa, FL 32922 Bmeyers1976@gmail.com	446-0132 hm 446-0132 wk 446-0132 cell	12/15 appointed (filled unexpired term of D. Lightholder) **Resigned 8/4/2016**	2017
Al Washington ***Vice Chairman (as of 2/2014)***	3018 Sandgate Court, Cocoa FL 32922-4434 al26wash@yahoo.com	636-1099 (H) 432-7567 (C)	10/14 Reappointed 10/11 Reappointed 11/08 Reappointed 08/07 Appointed	2017
Jack L. Moore (non-resident)	P.O. Box 3462 Cocoa FL 32924 2665 Adamson Road, 32926-2639	537-0609 hm & work	10/13 Reappointed 9/10 Reappointed 1/08 Reappointed 10/04Reappointed 8/03 Appointed to Fill an Unexpired Term	2016
Jake Williams, Jr. (replaced Alex Van Johnson)	1054 Cypress Lane Cocoa FL 32922 Jake_williamsjr02@yahoo.com	633-7459 (H) 698-6758 (C)	12/08/15 reappointed 12/11/12 appointed	2018
Michael Dobrin- ***Chairman (as of 2/2014)***	100 Riverside Drive #406, 32922-7864 MIKE-CONNIE@oleanderpointe.com	637-0884	10/14 Reappointed 10/11 Reappointed 11/08 Reappointed 4/06 Appointed to fill unexpired term	2017
Aleck Greenwood	P.O. Box 1077 Cocoa, FL 32922 agreenwood2@cfl.rr.com	917-3770 (c)	4/16 appointed	2018
Russell Sengel	5683 Saratoga Lane Cocoa FL 32926-2476 rsengel@cfl.rr.com	631-5646 (H) 637-7605 (W) 863-3704 (C)	10/13 Reappointed 03/13 appointed to fill term not renewed by S. Holmes and not accepted by Mr. Harvey	2016
VACANCY- ~~Betty Lee~~	3645 Crossbow Drive Cocoa FL 32926 Betty.j.lee@nasa.gov	544-6080 (cell) 867-3677 (work)	RESIGNED 10/26/15 (NO LONGER ELIGIBLE) 11/14 appointed to regular member (*filled vacancy of David Pryor)* 8/12/14 appt. as alternate member	2017
Todd Anderson (non-resident)	1355 Arlington Ave. Merritt Island, FL 32952	403-7595 (cell)	1/28/14 appointed (to fill vacancy left by Stephenson)	2016
Vacancy – did not renew - Jim Crisafulli (non-voting member)	960 Harbor Pines Drive, MI 32952	453-4993	10/05 Reappointed 1/04 Appointed	2008
VACANCY -1st Alternate				

VACANCY- 2nd Alternate				
LIAISON	~~Councilman Furbish~~		Updated 11/14	
Counsel: Anthony Garganese/Kim Kopp	PO Box 2873, Orlando, FL 32802-2873	866-425-9566 407-472-0178 (Kim Kopp)		
RECORDING SECRETARY	Rachel Unruh-Wooten	433-8508		

Legislation Details (With Text)

File #:	16-426	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Council Busines
File created:	9/13/2016			**In control:**	City Council
On agenda:	9/27/2016			**Final action:**	
Title:	Approve a change in the date for the 2016 Cocoa Village Fall Festival from Sunday, October 30 to Saturday, October 29. The hours for the Festival will be from 3 pm to 7 pm. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Multi_Year_Current_Road_Closures CocoaVillageFallFestival_85x11Portrait				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 13, 2016
Agenda Date: September 27, 2016
Prepared By: Gail Bantugan, Leisure Services Manager
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve a change in the date for the 2016 Cocoa Village Fall Festival from Sunday, October 30 to Saturday, October 29. The hours for the Festival will be from 3 pm to 7 pm.

BACKGROUND:

The 2016 Cocoa Village Fall Festival originally approved on 03/22/2016 was scheduled to be held on Sunday, October 30. A date change to Saturday, October 29 is being requested. This change will enable increased Community and Merchant participation. This closure is also being amended to include a full one day closure as opposed to a half day closure. This will bring the total of street closure days to 21.

2016 Cocoa Village Fall Festival Saturday, October 29, 3 pm - 7 pm

Harrison Street:	Between Riveredge Blvd. and Brevard Avenue
Brevard Avenue:	Between King Street (SR 520) and Church Street
Church Street:	Between Brevard Avenue and Delannoy Avenue
Delannoy Avenue:	Between Church Street and King Street (SR 520)

STRATEGIC PLAN CONNECTION:

Economic Development, Community Development and Image, are all impacted positively by special events held in Cocoa Village.

BUDGETARY IMPACT:

There is no budgetary impact.

PREVIOUS ACTION:

This is a first time request to change the date of the Fall Festival.

RECOMMENDED MOTION:

Approve a change in the date for the 2016 Fall Festival from Sunday, October 30 to Saturday, October 29. The hours for the Festival will be from 3 pm to 7 pm.

powered by Legistar™

Date	Event	Expected Attendance	Location	Time	Street Closures	Council Approval
1/29/2011	HCVA Classic Car Show	200	Cocoa Village	2-8pm	Brevard from Harrison to Church, Delannoy From Church to Harrison and Harrison from Delannoy to Brevard.	1/11/2011
2/25-2/27/11	Cocoa Village Mardi Gras	8,000	Cocoa Village	3pm-12am	Brevard from Harrison to Church, Delannoy From Church to Harrison, Church from Brevard to Delannoy and Harrison from Delannoy to Brevard.	Ordinance
3/5-3/6/11	HCVA Spring Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
4/3/2011	FIT for L.I.F.E. - Overland Missions	300	Riverfront Park	5:30-8pm	Church from Riverfront Park to Riverside Dr. and Riverside Dr. into Rockledge	2/22/2011
4/30/2011	Relay for Life - American Cancer Society	300-500	Riverfront Park	2pm-9am	Harrison from Riveredge to Delannoy	7/13/2010
5/21-5/22/11	HCVA Summer Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
6/10-6/11/11	BBQ & Blues - Historic Cocoa Village Association	5,000	Riverfront Park	10am-8pm	Harrison Street from Riveredge to Delannoy & Delannoy from Harrison to Church	1/11/2011
7/4/2011	July 4th Celebration	12,000	Riverfront Park	6am-11pm	Harrison from Riveredge to Delannoy	Ordinance
9/17/2011	HCVA Classic Car Show and Sidewalk Sale	500	Cocoa Village	11am-6pm	Brevard from Harrison to Church, Delannoy From Church to Harrison and Harrison from Delannoy to Brevard.	8/9/2011
10/8/11 moved to 10/22/11	Oktoberfest - Brevard Productions, Inc.	3,500	Cocoa Village	5pm-12:30am	Brevard Ave. from Oleander to Orange, Harrison from Brevard to Delannoy on Saturday from 3pm-12:30am	4/12/2011
10/15-10/16/11	HCVA Fall Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
10/22/2011	FEDS Step up for Down Syndrome	500	Riverfront Park	9am-12pm	Riverside and Church	9/13/2011
10/28/2011	Junior League's Pumpkins in the Park	1,000	Riverfront Park	5-9pm	Riverside and Church	4/12/2011
10/29-10/30/11	Space Coast Free Wheelers ICWC Bike Race	500	Civic Center & Village	6am-6pm	Delannoy & Harrison	9/13/2011
10/30/2011	City of Cocoa's Halloween in the Village	5,000	Cocoa Village and Riverfront Park	4pm-9pm	Delannoy & Harrison	8/9/2011
11/27/2011	Space Coast Marathon - Running Zone Foundation	3,500	Riverfront Park	6am-1pm	Brevard, Orange, Florida, SR 520, Indian River Dr., Church, Riverside	7/26/2011
12/3-12/4/11	HCVA Holiday Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
12/17/2011	YMCA - Candy Cane Run	150	YMCA area	8am-10am	Rosentine, Range, Michigan, Clearlake	12/13/2011

=City sponsored function

	Date	Event	Expected Attendance	Location	Road Closure Time	Street Closures	Council Approval
1	1/16/2012	Martin Luther King Jr. Walk and Celebration	500	Riverfront Park	2-3pm	Provost Park on Varr Ave. to SR 520 going east to Riveredge Blvd. into Riverfront Park	12/13/2011
2	2/24-2/26/12	Cocoa Village Mardi Gras	8,000	Cocoa Village	3pm-12am	Brevard from Harrison to Church, Delannoy From Church to Harrison, Church from Brevard to Delannoy and Harrison from Delannoy to Brevard.	Ordinance
3	3/3-3/4/12	HCVA Spring Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
4	3/17/2012	Spring Praise Fest - Riverside Presbyterian	5,000	Riverfront Park	10am-10pm	Porcher House Loop	7/26/2011
5	3/25/2012	Gran Fondo Brevard - Infinity Racing Organization	300	Riverfront Park	7am-7:30am	Delannoy Ave. from Church St. to SR 520 and Harrison from Riveredge to Delannoy Ave.	
6	4/21/2012	HCVA - Car Show and Antiques Walk	500	Cocoa Village	10am-5pm	Brevard, Delannoy, Harrison	1/10/2012
7	4/22/2012	FIT for L.I.F.E. - Overland Missions	500	Riverfront Park	5:30-7:30pm	Church from Riverfront Park to Riverside Dr. and Riverside Dr. into Rockledge	8/9/2011
8	4/28-29/2012	Relay for Life - American Cancer Society	300-500	Riverfront Park	11pm-5am	Harrison from Riveredge to Delannoy	1/10/2012
9	5/19-5/20/12	HCVA Summer Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
10	6/8-6/9/12	BBQ & Blues - Historic Cocoa Village Association	5,000	Riverfront Park	7am-8pm	Harrison Street from Riveredge to Delannoy & Delannoy from Harrison to Church	7/26/2011
11	6/16/2012	2012 Juneteenth Festival	500	Valencia & Mango	10am-6pm	Valencia Ave & Mango Ave from Stone St. to Barbara Jenkins St., Stone St. from Fiske to Mango, Pineapple from Stone to Barbara Jenkins	4/10/2012
12	7/4/2012	July 4th Celebration	12,000	Riverfront Park	6am-11pm	Harrison from Riveredge to Delannoy	Ordinance
13		Grand Re-opening of the Cocoa Village Playhouse	600	Cocoa Village	2-8pm	Brevard Ave. from Oleander to Harrison	6/12/2012
14	9/22/2012	HCVA - Car Show and Sidewalk Sale	500	Cocoa Village	10am-5pm	Brevard, Delannoy, Harrison	1/10/2012
15	10/13/2012	Cocoa Village Oktoberfest - Cocoa Village Bar & Restaurant Association	5,000	Cocoa Village	3pm-12:30am	Brevard Ave. from Oleander to Orange, Harrison from Brevard to Delannoy	1/10/2012
16	10/20-10/21/12	HCVA Fall Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
17	10/26/2012	Junior League's Pumpkins in the Park	1,000	Riverfront Park	5-9pm	Riverside and Church	1/10/2012
18	10/28/2012	Space Coast Free Wheelers ICWC Bike Race	500	Civic Center & Village	7:30-8:30am	Delannoy & Harrison	1/10/2012
19	10/28/2012	City of Cocoa's Halloween in the Village	5,000	Cocoa Village and Riverfront Park	4pm-9pm	Delannoy & Harrison	1/10/2012
20	11/3/2012	FEDS Step up for Down Syndrome	500	Riverfront Park	9am-12pm	Riverside and Church	1/10/2012
21	11/25/2012	Space Coast Marathon - Running Zone Foundation	4,000	Riverfront Park	6am-1pm	Brevard, Orange, Florida, SR 520, Indian River Dr., Church, Riverside	1/10/2012
22	12/1-12/2/12	HCVA Holiday Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
23	12/15/2012	YMCA - Candy Cane Run	150	YMCA area	8am-10am	Rosentine, Range, Michigan, Clearlake	1/10/2012

=City sponsored function

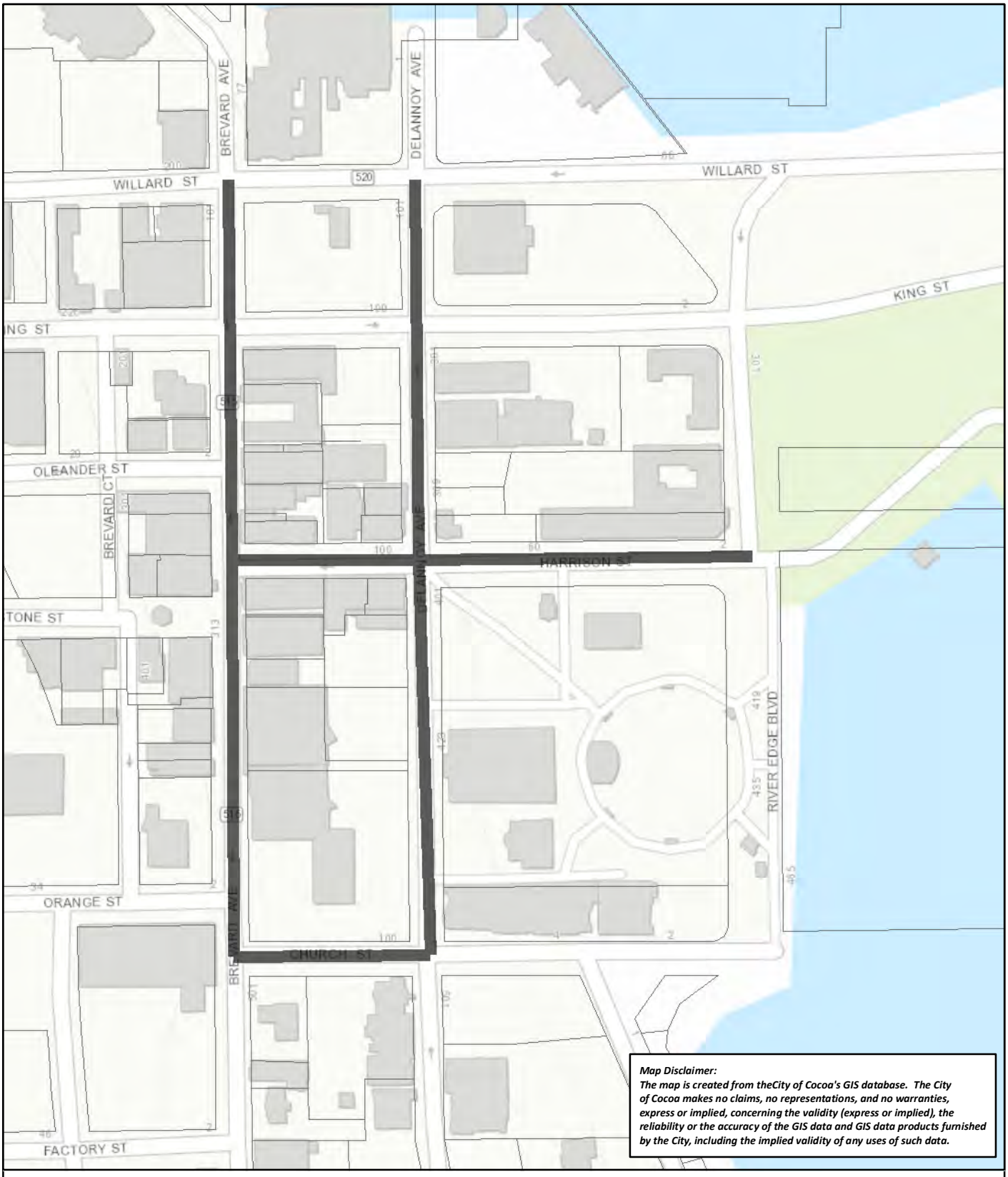
	Date	Event	Expected Attendance	Location	Road Closure Time	Street Closures	Council Approval
1	1/21/2013	Martin Luther King Jr. Walk and Celebration	500	Riverfront Park	2-3pm	Provost Park on Varr Ave. to SR 520 going east to Riveredge Blvd. into Riverfront Park	1/8/2013
2	2/9/2013	Cocoa Village Mardi Gras	8,000	Cocoa Village	3pm-12am	Brevard from Harrison to Church, Delannoy From Church to Harrison, Church from Brevard to Delannoy and Harrison from Delannoy to Brevard.	ordinance
3	3/2-3/3/13	HCVA Spring Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	ordinance
4	4/20/2013	HCVA - Car Show and Antiques Walk	500	Cocoa Village	12-7pm	Brevard, Delannoy, Harrison	1/8/2013
5	4/27-4/28/13	Relay for Life - American Cancer Society	300-500	Riverfront Park	11pm-5am	Harrison from Riveredge to Delannoy	1/8/2013
6	5/18-5/19/13	HCVA Summer Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	ordinance
7	5/18/2013	Seaside Scurry 3k run/walk	150	Cocoa Village	7:30-8:30am	Riverside, Oak, Derby, Rosa L Jones, John Garren, Hughlett, Stone, Brevard Ct., Orange, Church	4/23/2013
8	5/25/2013	Miracle 5k Run	500	Cocoa Village/Riverfront Park	7:30-10am	Delannoy, Derby, Brevard, Oak, Riverside, Harrison	4/9/2013
9	6/7-6/8/13	BBQ & Blues - Historic Cocoa Village Association	5,000	Riverfront Park	7am-8pm	Harrison Street from Riveredge to Delannoy & Delannoy from Harrison to Church	1/8/2013
10	6/15/2013	2012 Juneteenth Festival	500	Valencia & Mango	9:30am-6pm	Valencia Ave & Mango Ave from Stone St. to Barbara Jenkins St., Stone St. from Fiske to Mango, Pineapple from Stone to Barbara Jenkins; Fiske from Dixon to Barbara Jenkins.	1/8/2013
11	7/4/2013	July 4th Celebration	12,000	Riverfront Park	6am-11pm	Harrison from Riveredge to Delannoy	ordinance
12	9/14/2013	Central Florida Music Festival	2,500	Cocoa Village and Riverfront Park	5pm-12am	Brevard from Oleander to Church, Church from Brevard to Delannoy, Delannoy From Church to Harrison, Harrison from Riveredge to Brevard.	
13	9/21/2013	Anniversary for Jesus March/Community Fellowship Church	50	Fiske Blvd.	10am-10:30am	Fiske from Dixon to Provost Park	
14	9/21/2013	HCVA - Car Show and Sidewalk Sale	500	Cocoa Village	10am-5pm	Brevard, Delannoy, Harrison	1/8/2013
15	10/5/2013	Cocoa Village Oktoberfest - Cocoa Village Bar & Restaurant Association	5,000	Riverfront Park	3pm-12:30am	Harrison Street from Riveredge to Delannoy	1/8/2013
16	10/19-10/20/13	HCVA Fall Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	ordinance
17	10/25/2013	Junior League's Pumpkins in the Park	1,000	Riverfront Park	5-9pm	Riverside and Church	1/8/2013
18	10/27/2013	Space Coast Free Wheelers ICWC Bike Race	500	Civic Center & Village	7:30-8:30am	Delannoy & Harrison	1/8/2013
	10/27/2013	City of Cocoa's Halloween in the Village	5,000	Cocoa Village and Riverfront Park	4pm-9pm	Delannoy & Harrison	1/8/2013
19	11/2/2013	FEDS Step up for Down Syndrome	500	Riverfront Park	9am-12pm	Riverside and Church	1/8/2013
20	12/1/2013	Space Coast Marathon - Running Zone Foundation	4,000	Riverfront Park	6am-1pm	Brevard, Orange, Florida, SR 520, Indian River Dr., Church, Riverside	1/8/2013
21	12/7-12/8/13	HCVA Holiday Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	ordinance
22							

=City sponsored function

Date	Event	Expected Attendance	Location	Road Closure Time	Street Closures	Council Approval	Est. # of days for road closure
1/18/2016	Parade: Martin Luther King Jr. Walk and Celebration	500	Riverfront Park	2-3pm	Provost Park on Varr Ave. to SR 520 going east to Riveredge Blvd. into Riverfront Park	City Manager Approval Per Sec. 2-403 Article XI Special Events and Parades	0.00
2/20/2016	Cocoa Village Mardi Gras	8,000	Cocoa Village	3pm-12am	Brevard from Harrison to Church, Delannoy From Church to Harrison, Church from Brevard to Delannoy and Harrison from Delannoy to Brevard.	Council approval on 10/4/2015	1.00
3/5/2016	St. Marks Episopal Academy Lions on the Run 5K	100	St. Marks Academy	7am-12pm	Riverside Dr., Oak Street, Brevard Ave, John Garren Ln, Factory st. Brevard Ave, Delannoy Ave, Church	Approved 2/23/2016	0.50
3/5-3/6/2016	HCVA Spring Craft Fair	9,000	Cocoa Village	10am-6pm	Brevard Ave from King St to Factory St, Oleander St from Brevard to Municipal Parking, Orange Ave from Brevard Place, Church St from Brevard to Delannoy Ave, Delannooy Ave from Church to Harrison St Harrison St. from Brevard to Park washrooms.	Approved 2/23/2016	2.00
4/1/2016	Village Idiot 5K Village Lost Their Idiot	500	Cocoa Vilalge	6:30pm-10:00pm	Church Street: Between Riverfront Park and Riverside Drive. Riverside Drive: Between Church Street and Oak Street. Oak Street: Between Riverside Drive and Brevard Avenue Brevard Avenue: Between Oak Street and Harrison Street.Harrison Street: Between Brevard Avenue and Riveredge Boulevard	Approved 2/23/2016	1.00
4/16/2016	HCVA - Car Show	500	Cocoa Village	10am-5pm	HCVA Car Show, Saturday, April 16, 2016 –Requesting from 10:00 am – 5:00 pm. Brevard Ave.: Between SR 520 and Church St. Harrison St.: Between Delannoy Ave. and Brevard Ave. Oleander St.: Between Brevard Ave. to public restrooms.	Approved 2/23/2016	1.00
05/14-05/15 2016	HCVA Summer Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard Ave: Between SR520 and Factory St. Oleander St.: Between Brevard up to the Municipal Parking Harrison: Between Riveredge and Brevard Church St.: Between Brevard and Delannoy Delannoy St.: Between Church and Harrison.	Approved 2/23/2016	2.00

5/22/2016	Cocoa Village Triathlon Multi Race	300	Cocoa, Cocoa Village, Rockledge, Brevard County	7am-9am	Multi Race Bike Course: Harrison Street: Between Riveredge and Brevard Ave. Delannoy Street: Between Harrison and 520 SR 520 crossing at Delannoy and Brevard: Cocoa PD will be positioned on all four corners of 520.The bike segment will commence north on Indian River Drive to Black's Road to the course turn around. Multi Race Run Course: Church Street: Between Brevard and Delannoy and Riverside Dr. The run segment of the race will commence south on Riverside Drive through Rockledge to the turnaround point at Barton Avenue in Rockledge and return on the same route.	Approved 2/23/2016	0.50
6/3-4/16	BBQ and Blues	10,000	Cocoa Village	7am-8pm	Harrison Street from Riveredge to Delannoy & Delannoy from Harrison to Church	Aproved 2/23/2016	2.00
6/18/2016	Juneteenth l Arts and Cultural Festival	1,000	City of Cocoa Neighborhood	7am-7pm	Pineapple Avenue: Between SR 520 and Barbara Jenkins, Stone Street: Between Fiske and Mango, Temple Street: Between Pineapple and Mango	This event is not included in the CBD closures	***
7/4/2016	July 4th Celebration	12,000	Riverfront Park	6am-11pm	Harrison from Riveredge to Delannoy		**
0//6-7,2016	Cocoa Rotary Foundation Funraiser	650	Cocoa Village	7am 7-6 until 3pm 7-7	Oleander Street between Brevard Ave and the Municipal Parking Lot	Approved 5/24/2016	2.00
9/17/2016	HCVA Car Show and Sidewalk Sale	500	Cocoa Village	10am-5pm	Brevard Ave., Church St., Harrsion St., Oleander St.	Approved 2/23/2016	1.00
9/17/2016	"2016 Space Coast Walk to End Alzheimer's	800	Cocoa Village	6am-2pm	Harrison Street: Between Delannoy Avenue and Brevard Avenue Brevard Avenue: Between Harrison Street and Oleander Street Oleander Street: Between Brevard Avenue and Stone Street Stone Street: Between Oleander Street and Brevard Court Brevard Court: Between Stone Street and Orange Street Orange Street: Between Brevard Court and Hughlett Avenue Hughlett Avenue: Between Orange Street and Factory Street Factory Street : Between Hughlett Avenue and Brevard Avenue Brevard Avenue: Between Factory Street and Oak Street Oak Street: Between Brevard Avenue and Riverside Drive Riverside Drive: Between Oak Street and Church Street Church Street: Between Riverside Drive and Riverfront Park		1.00
10/15-10/16/2016	HCVA Fall Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard Ave: Between King and Orange Ave, Oleander St.: Between Brevard up to the Municipal Parking Delannoy Ave: Between Church and Harrison Harrison St.: Between Delannoy Ave and Brevard Ave.	Approved 2/23/2016	2.00

10/28/2016	CMS Run for Your Lives Zombie Fun Run	500	Cocoa Village	Harrison Street between Delannoy and Riveredge 3:00pm-10:00pm. Course closure 6:30-8:30	Church Street: Between Riverfront Park and Riverside Drive Riverside Drive: Between Church Street and Oak Street Oak Street: Between Riverside Drive and Brevard Avenue Brevard Avenue: Between Oak Street and Harrison Street Harrison Street: Between Brevard Avenue and Riveredge Boulevard	Approved 2/23/2016	1.00
10/29/2016	Christ Central Church Fall Festival"	850	Cocoa, FL Michigan and Coquina	1pm-8pm	Coquina Drive: Between Michigan Avenue to the edge of the church property for the requested Special Event.		Not in CBD
10/30/2016	City of Cocoa's Halloween in the Village	5,000	Cocoa Village and Riverfront Park	4pm-9pm	Harrison Street: Riveredge to Brevard Ave., Delannoy Street, Church to Harrison.	Approved 2/23/2016 seeking to amend.	1.00
11/5/2016	FEDS Step up for Down Syndrome	500	Riverfront Park	7am-10am	Riverside and Church	Approved 2/23/2016	0.50
11/27/2016	Space Coast Marathon - Running Zone Foundation	5,000	Riverfront Park	6am-11am	Brevard, Orange, Florida, SR 520, Indian River Dr., Church, Riverside	Approved 2/23/2016	0.50
12/3-12/4/2016	HCVA Holiday Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard Ave: Between King and Orange Ave, Oleander St.: Between Brevard up to the Municipal Parking Delannoy Ave: Between Church and Harrison Harrison St.: Between Delannoy Ave and Brevard Ave.	Approved 2/23/2016	2.00
12/10/2016	Cocoa/Rockledge Holiday Parade and Tree Lighting	500	Rockledge/Cocoa Village	4pm-9pm	Florida Ave., Brevard Ave., Maryland St., Delannoy Ave., Harrsion St., Riveredge Blvd		**
	**City sponsored function					Total	21.00



City of Cocoa
65 Stone St.
Cocoa, FL 32922
www.cocoafl.org

Street Closures

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Feet

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City of Cocoa

Road Closures

2016 Cocoa Village Fall Festival

Saturday, October 29, 2016

3:00pm - 7:00pm

Map Date: 9/19/2016

N:\CommunityServices\LeisureServices\MapRequests\StreetClosureMaps\ArcMapDoc\CocoaVillageFallFestival_85x11Portrait.mxd

Legislation Details (With Text)

File #:	16-435	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	9/15/2016			**In control:**	City Council
On agenda:	9/27/2016			**Final action:**	
Title:	Reconsider a previously approved Code Enforcement Lien Reduction in the amount of $1,000 for the property located at 229 Smith Lane, CE 16-177, owner Wanda D. Betourd, for purposes of extending the payment deadline until October 28, 2016. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 15, 2016
Agenda Date: September 27, 2016
Prepared By: Nancy A. Dresser, Deputy Community Services Director
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Reconsider a previously approved Code Enforcement Lien Reduction in the amount of $1,000 for the property located at 229 Smith Lane, CE 16-177, owner Wanda D. Betourd, for purposes of extending the payment deadline until October 28, 2016.

BACKGROUND:

The Code Enforcement Board held a public hearing on June 21, 2007, at which time the Board found the owner, in violation of the following: Section 6-900(b)(4)a-c- Maintenance to a Structure. The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective June 21, 2007. The lien ran at $250 per day from June 21, 2007 until compliance was achieved on January 18, 2013. The lien is $509,520 and the current owner, Wanda D. Betourd, requested before City Council that the lien be forgiven.

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, Wanda D Betourd was the owner

- How many (if any) previous code enforcement cases were on the property? There has been one (1) previous cases on this property for Junk and Debris

- How many (if any) previous or current code enforcement cases were there on other property owned by the same owner? Four

- The number of violations related to the subject lien? 1 violation

- The length of time the code enforcement lien ran before the violation was brought in compliance? The lien ran for 2,038 days and the total amount of the lien is $509,520.

- The current market value of the subject property? $26,510 according the Brevard County Property Appraiser

Based on the above factors, staff recommended to City Council on July 12, 2016, that the lien be reduced to $1,000. City Council approved the lien reduction to the amount of $1,000. Subsequently Ms. Betourd came before City Council on August 23, 2016, requesting a longer period of time than the City Code allowed to pay off the lien amount. Ms Betourd stated that she was not aware of the 30 day time period to pay off the lien. She further indicated that the letter she received from the City was unclear and alluded to her having the ability to make payment arrangements. Ms. Betourd stated that she could provide a partial payment that day and pay the balance at a later date.

Council requested City staff look into this matter. City staff contacted Ms. Betourd and determined that Ms. Betourd would have the $1,000 available to pay off the lien by mid October. In lieu of making payment arrangements, staff is requesting on behalf of Ms. Betourd that she be given thirty (30) days from Council approval (October 28, 2016) to make the full payment of $1,000. If Ms. Betourd does not make the full payment then the lien amount will revert back to the full amount and the property owner must wait one year before reapplying for lien forgiveness.

Because Ms. Betourd did not comply with the previous payment deadline, the Lien remains at $509,520 and Ms. Betourd must wait until July 12, 2017 before being eligible to reapply for a Lien reduction and satisfaction. Therefore, if the City Council does not reconsider this matter and extend the payment deadline, the Lien will remain at $509,520.

STRATEGIC PLAN CONNECTION:

None

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

City Council, at its regular meeting on July 12, 2016, approved the lien amount be reduced to $1,000. The Code Enforcement Board, at its regular meeting on June 16, 2016, recommended that the lien be reduced to $1,000.

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RECOMMENDED MOTION:

Reconsider a previously approved Code Enforcement Lien Reduction in the amount of $1,000 for the property located at 229 Smith Lane, CE 16-177, owner Wanda D. Betourd, for purposes of extending the payment deadline until October 28, 2016.

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Legislation Details (With Text)

File #:	16-414	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	9/8/2016			**In control:**	City Council
On agenda:	9/27/2016			**Final action:**	
Title:	Approve the revised three-year contract between the City of Cocoa and the Central Florida Police Benevolent Association (PBA) for the contract term of October 1, 2015 through September 30, 2018 due to the reopener of Article 20 Education Assistance. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	benefits, labor union, PBA				
Code sections:					
Attachments:	PBA Contract 2015-2018 REVISED Effective Date 09272016.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 8, 2016
Agenda Date: September 27, 2016
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, City Manager]
Requested Action:
Approve the revised three-year contract between the City of Cocoa and the Central Florida Police Benevolent Association (PBA) for the contract term of October 1, 2015 through September 30, 2018 due to the reopener of Article 20 Education Assistance.

BACKGROUND:

On August 25, 2015 at a Regular City Council Meeting, City Council approved a new three year contract between the City of Cocoa and the Central Florida Police Benevolent Association (PBA) for the contract term of October 1, 2015 through September 30, 2018. One of the specific terms of this Agreement was to have a reopener for Fiscal Year 2017 to determine if funds could be budgeted for the ensuing fiscal year.

Education Assistance has been included in the proposed budget to Council for FY2017. This is the first time since FY2007 that this benefit was budgeted. This benefit option is great for employee retention and recruitment.

A negotiations meeting was scheduled for discussions between the parties for August 30, 2016. It was requested by PBA representative to prior to this meeting to provide the proposal via email to the PBA representative and the August 30 proposal was discussed via phone between staff and the union representatives. After discussion a revised proposal was emailed to PBA and it was decided the union would take the Article to a ratification vote.

The PBA ratification vote took place on Wednesday, September 7. With a total of PBA seventy-two (72) members, a total of fifty-nine (59) members voted. The contract passed with a final vote of fifty-six (56) votes for yes and three (3) for no.

Changes to Article 20 Education Assistance include:

- Approved degree programs may not exceed a Bachelor's degree level.
- The level of degree program for reimbursement must be higher than the employee's current education level and related to their current job function or another position within the City of Cocoa.
- Degree program must be nationally accredited.
- Tuition reimbursement will be based on minimum final grade of C or greater. Grades A or B grades will be eligible for a fifty percent (50%) reimbursement and a grade of C will receive twenty-five percent (25%).
- The tuition reimbursement rate will be limited to the tuition rate of University of Central Florida.

STRATEGIC PLAN CONNECTION:

Employees - The Education Assistance helps promote employee longevity and promotion opportunities from within the City for our employees.
Financial Stability - The mutual consent to use the excess state premium tax revenues to reduce the City's unfunded accrued liability on the pension plan will help contain the City's contributions to the plan which will help control the financial sustainability.

BUDGETARY IMPACT:

Budgeted Yes

Pending FY2017 Budget Approval

Amount Requested	$12,500
Account Number	001-1600-513.55-01
Account Name	Education Assistance

PBA employees are part of the General Fund. The budget for education assistance is available to employees across general fund based on criteria established within PBA contract and/or City policy.

PREVIOUS ACTION:

At a regular City Council on August 25, 2015, Council approved a three-year contract between the City of Cocoa and the Central Florida Police Benevolent Association (PBA) for the contract term of October 1, 2015 through September 30, 2018.
At a regular City Council Meeting on July 8, 2014, Council approved wage adjustments for fiscal year 2015 effective October 1, 2014.
At a regular City Council Meeting on June 11, 2013, Council approved a three-year contract between the City of Cocoa and the PBA Union for the contract term of October 1, 2012 through September 30, 2015.

RECOMMENDED MOTION:
Approve the revised three-year contract between the City of Cocoa and the Central Florida Police Benevolent Association (PBA) for the contract term of October 1, 2015 through September 30, 2018 due to the reopener of Article 20 Education Assistance.





AGREEMENT

BETWEEN

CITY OF COCOA, FLORIDA

AND

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION

(PBA)

OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2018

(REVISED)

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PREAMBLE

This Agreement is entered into by and between the City of Cocoa, Florida, hereinafter referred to as the "City" and the Coastal Florida Police Benevolent Association, hereinafter referred to as the "Association" (or the PBA.)

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the PBA, to prevent interruption of services, to provide for prompt and peaceful adjustment of differences which may arise and to establish standards of wages, hours and other conditions of employment.

ARTICLE 1

RECOGNITION

The City hereby recognizes the Coastal Florida Police Benevolent Association (PBA) as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, terms and conditions of employment as provided in Section 447.309 (1), Florida Statutes for all regular, full-time employees in the bargaining unit as determined by the Public Employees Relations Commission in Certification No. 1580.

ARTICLE 2

DUES DEDUCTION

Section 1. Any member of the PBA who has submitted a properly executed written dues authorization card or statement to the City may have his/her dues in the PBA deducted from his/her wages. Dues shall be deducted on a weekly basis, unless a bi-weekly payroll is adopted and, shall, thereafter, be transmitted to the PBA or its designated depository. Dues shall be remitted monthly along with a list containing the name, social security number, and the amount deducted, of the bargaining unit members for which remittance is made. The City, however,

shall have no responsibility or liability for the improper deduction of any dues. The PBA will initially notify the City as to the amount of deductions. Changes in deductions will be submitted to the Human Resources Division, via certified mail, specifying the amount of dues to be deducted, and a list of Association members affected, at least thirty (30) days in advance. Further, the PBA shall hold the City harmless for any errors in the administration of the dues deduction system. Under no circumstances shall the City be required to deduct PBA fines, penalties, or non-uniform special assessments from the wages of any member.

Section 2. Any authorization for dues deduction may be canceled by the employee upon thirty (30) days written notice to the City, with a copy to the PBA.

Section 3. When an employee quits, is discharged, or is laid off, any unpaid dues owed to the PBA will be deducted from the employee's last paycheck.

Section 4. No deduction shall be made from the pay of any employee during any payroll period in which the employee's net earnings for the payroll period are less than the amount of dues to be paid.

Section 5. The PBA agrees to hold and save the City safe and harmless from any and all judgments, suits, actions, orders, etc., which may arise because of the City's actions under the provisions of this Article.

ARTICLE 3

NON-DISCRIMINATION

Section 1. Neither the Union nor the City shall unlawfully discriminate against any employee on the basis of race, color, religion, age, sex, disability, marital status, political affiliation, national origin, or union membership or non-membership. The use in this Agreement of the designation "he" in referring to an employee shall mean "he" or "she" wherever used.

Section 2. Nothing contained in this Article or elsewhere in this Agreement shall restrict the City from taking any lawful action to implement equal employment opportunity and affirmative action.

Section 3. No bargaining unit member will be discriminated against on the basis of status protected by applicable law (including union or non union status.) However, the parties also recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination, which is, in addition to existing and adequate procedures established by the State of Florida and the Federal government. Accordingly, it is agreed that allegations of employment discrimination prohibited by this article shall be processed either through the City's internal procedure or in accordance with state or federal law and cannot be processed through the contractual grievance procedure.

ARTICLE 4

MANAGEMENT RIGHTS

Section 1. Except as specifically restricted by the provisions of this Agreement, the City has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, the City specifically, but not by way of limitation, reserves the sole and exclusive right to:

A. Determine the purpose and organizational structure of the Law Enforcement Service;

B. Exercise control and discretion over the organization and efficiency of operations of the Law Enforcement Service;

C. Decide the scope of the service and set performance standards for service to be offered to the public;

D. Change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds, or other management reasons which could arise;

E. Determine the location (including the location and number of stations), methods, means and personnel by which operations are to be conducted;

F. Change or modify duties, tasks, responsibilities or job descriptions due to operational requirements of the Law Enforcement Service;

G. Transfer, assign, schedule employees in positions within the organizational structure of the City and the Law Enforcement Service;

H. Change or modify the number, types, and grades of positions or employees assigned to an organization, unit, division, department, or project;

I. Formulate, issue, amend or delete policies, procedures, and rules;

J. Hire, examine, classify and/or otherwise determine the criteria and standards of selection for employment;

K. Fire, demote, suspend or otherwise discipline bargaining unit employees for just cause;

L. Promote and/or otherwise establish criteria and/or procedures for promotions within and without the bargaining unit; and determine the number and types of positions as well as the number and types of positions in each classification, grade, step or designation in any plan which is or may be developed by the City;

M. Lay off and/or relieve employees from duty due to lack of work or lack of funding;

N. Recall employees in accordance with City policies;

O. Determine the allocation and content of job classifications; and determine all training parameters for all City positions, including persons to be trained and extent and frequency of training;

P. Formulate and/or amend job descriptions;

Q. Merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or in part, whenever in the sole discretion of the City good business judgment makes such curtailment or discontinuance advisable;

R. Create, expand, reduce, alter, combine, assign, or cease any job;

S. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;

T. Control the use of equipment and property of the City and determine the number and classifications of employees assigned to any function, shift, station or piece of equipment;

U. Determine the maintenance procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities and equipment;

V. Contract and subcontract existing and future work;

W. Maintain the efficiency of the operations of the Department;

X. Exercise any other management rights as set forth in Chapter 447, Florida Statutes and/or as determined by the Public Employees Relations Commission or a Court of competent jurisdiction;

Y. Have complete authority to exercise those rights and powers which are incidental to the rights and powers enumerated above.

Section 2. If the City fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the City's right to exercise any or all of such functions.

Section 3. If, in the sole discretion of the City Manager, or in his/her absence the City official so designated by law to act in his absence, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended by the Mayor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

ARTICLE 5

STRIKES AND LOCKOUTS

Section 1. There will be no strikes, work stoppages, picket lines, slowdowns, boycotts, or concerted failure or refusal to perform assigned work by the bargaining unit employees presented by the PBA, and there will be no lockouts by the City for the duration of this Agreement.

Section 2. Any bargaining unit employee who participates in or promotes a strike, work stoppage, slowdown, boycott, or concerted failure or refusal to perform assigned work may be disciplined or discharged by the City. It is also recognized that discipline for violation of this Article may not be equal among all violators.

Section 3. It is recognized by the parties that the City is responsible for any engagement in activities which are the basis of the health and welfare of the citizens and that any violation of this section could give rise to irreparable damage to the City and to the public at large. Accordingly, it is understood and agreed that, in the event of any violation of this section, the City shall be entitled to seek and obtain immediate injunctive relief, together with such other remedies it may have, either separately or simultaneously. It is agreed that the PBA shall not be responsible for any act alleged to constitute a breach of this section if neither the PBA nor any of its officers instigated, authorized, condoned, sanctioned or ratified such actions, and further that the PBA and its officers have used every reasonable means to prevent or terminate such action.

ARTICLE 6

PBA BUSINESS

Section 1. The City will provide to the PBA at a reasonable cost, any and all copies of documents requested under provisions of Florida Statutes, Chapter 119, entitled "Public Records." The City shall make available on-line to the PBA, the annual budget and the comprehensive annual financial report. The City will furnish the PBA with bulletin board space

for PBA business in the Squad Room, Communications Center, Detective Bureau and the Substation. The boards will be used only for the following notices: recreational and social affairs of the PBA meetings, PBA elections, reports of PBA committees, and other official PBA communications. All notices posted on the PBA bulletin boards will contain the signature of the PBA Representative. Bulletin boards shall remain neat, organized and its information current. Notices and announcements shall not contain anything political or controversial, or reflecting negatively upon the City, any of its officials or employees. No material, notices or announcements which violate the provisions of this Section shall be posted. Any violations of this Section shall entitle the City to immediately remove any offending materials.

Section 2. Upon receipt of quarterly requests, the City will provide a complete roster of the bargaining unit, including the name and current base pay with the amount of incentive pay.

Section 3. The City will provide a mail receptacle for each bargaining unit employee for use by the City and the PBA to distribute mail and other communications.

Section 4. Two (2) member(s) of the PBA consisting of the bargaining representative(s) or his or her designee on the negotiating team shall be allowed time off with pay to attend negotiation sessions during the representative's regular work hours. No pay, straight or overtime, will be authorized for time spent in negotiations beyond regular work hours.

Section 5. Negotiation sessions shall be set by mutual agreement of the City and the PBA.

Section 6. Time Pool. The PBA shall provide the Chief of Police and keep a current list of all PBA representatives. No more than two (2) Bargaining Unit members in any one (1) instance may be granted time off by the Chief of Police or his/her designee to attend PBA business without loss of straight time pay or benefits by using time pool, provided:

A) A written request for PBA TIME POOL is submitted to the employee's supervisor in advance of time off. It is further provided that at least one (1) week notice

must be given in order to use pool time to attend annual meetings. The Voluntary Annual Time Pool Donation/Time Pool Usage Forms (Exhibits A & B) will serve as the request and approval form.

B) The Chief of Police shall have the right to restrict the number of persons off for PBA TIME POOL time to a single individual when an emergency condition exists or manpower on shift is such that time off work would create a clear and present danger to public safety. The provision authorizes the Chief of Police not only to refuse PBA TIME POOL time, but to revoke previously authorized time off for PBA business, except for a single individual, when an emergency condition exists and/or such time off from regular assignments would create a clear and present danger to public safety.

C) PBA TIME POOL time does not count as hours worked for purposes of overtime. It shall be the PBA's responsibility to supply to the City a PBA TIME POOL Authorization form which included the name of the employee and the hours of Comp/Vacation time donated by the PBA TIME POOL. The form must be signed by the Bargaining Unit member donating the time. Time donations may be made each April 1st and October 1st and shall be in increments of not less than two (2) hours, nor more than forty-eight (48) hours. At least two (2) hours of Time Pool donations by dues paying Bargaining Unit members are voluntarily requested for start up. Additional Time Pool donations shall be considered voluntary donations. Time Pool hours may be drawn upon at the discretion of the PBA in increments of at least one (1) hour. Employees covered by this Agreement who are in their initial probationary period shall not be eligible to contribute to this PBA TIME POOL. The maximum number of hours which may be accumulated in the pool under this Article is 600 hours per year.

Charges against the PBA TIME POOL shall only be made when approved by the PBA Bargaining Unit Representative or his/her designee. If the PBA TIME POOL shall become depleted, anyone engaging in PBA activities during working hours shall do so without pay, unless otherwise provided in this Agreement.

A record of all time donated and drawn against the above pool shall be kept by the Police Department and the PBA. The PBA shall indemnify, defend and hold the City harmless against any and all claims made and against suits instituted against the City on account of the City complying with any of the provisions of this Article.

A PBA Representative shall be granted TIME POOL hours to attend public hearings and/or resolution of impasse hearings before the City Council and Coastal Florida Police Benevolent Association Board of Director's meetings.

No more than two (2) on-duty PBA Representative(s) shall be allowed to be present at the collective bargaining sessions using time pool time.

All contributions to the PBA TIME POOL are final. PBA time pool hours not expended during the year will be carried over into the time pool beginning the next October 1st of each year, and the maximum accumulation or expenditure of 400 hours per year cannot be exceeded.

Section 7. The Union shall notify the Police Chief, in writing, of its designated Union officials. It shall be the responsibility of the Union to inform the Chief, in writing, of any change. No Union official will be recognized by the City unless the Chief receives written notification from the Union of his/her designation.

ARTICLE 7

PROMOTIONS

Section 1. The purpose of this Article is to establish a fair and equitable procedure to select the most qualified individuals for promotion.

Section 2. Any police officer with a minimum of three (3) years sworn Florida law enforcement experience, and at least two (2) continuous years sworn experience in the City of Cocoa Police Department, and an Associates' Degree, preferably in Police Science, Criminal Justice, or related subject area which the Police Chief deems appropriate; or five (5) years of sworn law enforcement experience, two (2) in the City of Cocoa, with the Police Department, but who does not possess the required Associates' Degree by the end of probation, may be promoted on the condition that he/she attain the required Associates' Degree within four years of the promotion. Degrees must be attained from an accredited program approved by the U.S. Department of Education and/or the Florida Department of Law Enforcement. Failure to attain the required degree within the time allotted will result in the employee returning to his/her previous rank. An extension may be granted for attaining the required degree, upon written request from the officer and based on hardship, at the discretion of the Chief of Police. A hardship is defined as an unforeseeable emergency or financial situation resulting from an illness, injury, lack of financial resources, or related situation. The extension of the degree requirement may not exceed six months.

Section 3. Promotional examinations shall be announced and scheduled at least sixty (60) days prior to the actual examination date. In addition to a written test, a promotional examination for the rank of Sergeant may include, but is not limited to an oral test, interview or role-playing component and an in-basket tactical plan or operational plan component.

Section 4. At the time of announcement and scheduling of a promotional examination, the Department shall announce the date and place of the examination; the method by which examination scores will be determined; cut off scores (if any) for various sections of the examination; type of examination (written test, oral examination, etc.); eligibility requirements (i.e., other than those set forth in this Article); sources (other than practical experience) from

which examination questions may be drawn; and reference material and/or study guides which will assist applicants in preparing for the examination.

Section 5. Sergeant's Examination: Before appearing in front of the Promotional Advisory Board all eligible candidates for promotion shall take a written examination to be determined by management, covering, at least, the following subject areas:

1. Cocoa Police Rules and Regulations.
2. The Dade County, or comparable Handbook.
3. The area of supervision.
4. Any other job-related subject matter posted sixty (60) days prior to the examination.

The City shall make available to the candidates for review prior to the examination any material(s) or book(s) to be used.

Section 6. Only candidates that meet the eligibility requirements for the position and score 75% or greater on the written exam shall appear before a Promotional Advisory Board. The Board will conduct oral tests, interviews and other components of the promotional examination, and score the candidates on a scale of 0 to 100 points. A score of at least 75% or greater on the oral board shall be considered a passing grade on the oral exam. The Board members shall be from three (3) law enforcement agencies in the State of Florida. The Board shall consist of three (3) members with the law enforcement rank of Sergeant or higher from outside the Department. The Board shall be set up by the Chief of Police. After the written score and oral board score are added together and divided by two, the following points will be added as follows:

Years of Service	Points
3 to 5	1
6 to 9	2
10 years and above	3

The candidates shall also provide documentation proving educational achievements, and be awarded additional points by the Review Board on the following for formal college education at accredited institutions:

Education	Points
Associate's Degree (AA or AS)	1
Bachelor's Degree (BA or BS)	2
Master's Degree (MA or MS)	3

Section 7. An uncurved score of seventy-five percent (75%) on a 100 point scale will be necessary to pass the written and the oral test. In the event no candidate for promotion passes a Sergeant's examination, the City shall schedule a second Sergeant's examination within thirty (30) days of the date in which the scores of the first examination are received. Eligibility to sit for the retest shall be computed in the same manner as the original examination. In the event no candidate passes the retest, the Chief of Police may appoint an Acting Sergeant.

Section 8. The points from candidates' tests, Promotion Advisory Board scores, the points awarded for experience, and the points awarded for education shall be added together to form the total points for each candidate. The names of the candidates with passing scores in both the written and oral portion of the exam shall be forwarded to the Chief of Police for his or her selection for promotion.

Section 9. The list will remain in effect for twelve (12) months from the date the list is published. In the event the list is depleted down to one candidate, the Chief of Police has the option of announcing and scheduling a promotional exam as stated in this Article. If the list is depleted within twelve (12) months, the City may postpone the next promotional exam until a vacancy is eminent, or until the twelve (12) months has passed, then announce for a promotional examination as stated in this Article.

Section 10. The promotional probationary period for Sergeants shall be for twelve (12) months and shall be extended, not to exceed six (6) months when the probationary is incapacitated because of illness or injury, or based upon performance deficiencies.

Section 11. No employee shall be eligible to take a promotional examination unless he/she has been ranked "average" or higher on his/her last two (2) performance evaluations. No employee shall be eligible to take a promotional examination if he/she has received more than two (2) written reprimands or any disciplinary suspensions accompanying a written reprimand within twelve (12) months prior to the announcement of a promotional examination or through the date of selection by the Chief of Police for the position. If the bargaining unit employee has filed a grievance concerning any disciplinary action immediately prior to a promotional examination, the bargaining unit employee shall be allowed to take the examination. If the grievance is resolved in the employee's favor, the employee shall continue through the process as though no discipline was imposed. No employee shall be eligible to take a promotional examination if he/she has not passed any required physical abilities test prior to the announcement of a promotional examination. Employees must send an email to the Chief of Police, or designee, to indicate their intent to take a promotional examination within ten (10) days of the announcement of the promotional examination. Failure to submit within this timeframe shall result in disqualification. For the purpose of this Article, the date of announcement of promotional examination shall be the date it is emailed to the Police Department.

Section 12. If a valid eligibility list exists, a promotional vacancy will be filled within sixty (60) days unless the Police Chief and the City determines that budgetary considerations warrant further postponement or the position is to be deleted.

Section 13. This Article shall not apply to promotions above the rank of Sergeant.

ARTICLE 8

ASSIGNMENTS AND TRANSFERS

Section 1. Except in unexpected situation(s) or an occurrence(s) that demands immediate attention, the City will notify the bargaining unit employee at least ten (10) working days in advance of any permanent change in an employee's status, e.g., transfer, reassignment, or change in shift, unless otherwise specified in this Agreement. Before being assigned or transferred to a special unit, the Officer/Sergeant must have successfully completed one (1) year of service with the City and be off of probation.

Section 2. Upon approval by the Chief of Police, or designee, voluntary shift exchanges may be arranged by bargaining unit employees. All parties to the shift exchange must sign the application for the shift exchange. The City shall have the right to disapprove any shift exchange if the exchange would necessitate the payment of overtime to any bargaining unit employee, including the applicants, or would require any bargaining unit employee, including the applicants, to work out of classification.

Section 3. Any bargaining unit employee may voluntarily waive the notice required by Section 1. Any such waiver shall be in writing signed by the bargaining unit employee.

Section 4. The prior practice of semi-annual bidding on patrol shifts shall be continued for the life of this Agreement.

Section 5. Assignment to Detective,Agent, or Corporal shall be done by an oral review board system. These assignments will be announced by Departmental email as an internal posting with the criteria established by Departmental policy. If a Departmental policy is not implemented within ninety (90) days of the effective date of this agreement, either party may open this Article for renegotiation.

Section 6. To be eligible to apply, the employee must have successfully completed his/her initial probationary period and have at least one (1) year of prior police officer experience. Those wishing to apply for the assignment shall have ten (10) calendar days to submit the required package to the Chief of Police, or his designee. All assignments will be at the discretion of the Chief of Police. No employee shall be eligible for assignment to Detective or for the rank of Corporal if he/she has received more than two (2) written reprimands or any disciplinary suspensions within the twelve (12) months prior to the date of selection by the Chief of Police. However, any incident involving Officer safety or Officer misconduct in the preceding twelve (12) months should preclude the Officer for being eligible for assignment to Corporal.

Section 7. All assignments will be subject to a six (6) month probationary period. For the first two (2) years of the assignment, a bargaining unit employee who has successfully completed his/her assignment probation may only be removed from the assignment if:

1. Promoted
2. Terminated
3. Voluntary Reassignment
4. Disciplinary/Performance Reasons

Thereafter, a bargaining unit employee may be removed from the assignment at the discretion of the Chief of Police.

The removal of a bargaining unit employee from the assignment may be grieved, during the initial two (2) year period, but is not subject to arbitration.

Section 8. In times of exceptional need, Detectives may be temporarily reassigned, for no more than two (2) weeks, to the Patrol Division. A list shall be posted, and those temporarily reassigned shall rotate according to that list.

Section 9. The Chief of Police may, at his/her discretion, establish a lead Communications Officer assignment. The duties of said assignment shall be determined by the Chief of Police.

Section 10. The Chief of Police may, at his/her discretion, establish a Corporals assignment. The rank of Corporal is a field supervisor position, as well as a training ground for new leaders to develop and hone their skills and abilities. To be eligible for assignment to the rank of Corporal, the bargaining unit employee must have a minimum of three (3) years sworn Florida law enforcement experience, and at least two (2) continuous years of sworn experience in the City of Cocoa Police Department.

Eligibility for assignment to the rank of Corporal shall be based on performance and a recommendation from their Sergeant, with concurrence by the Watch Commander (Lieutenant). Seniority among the personnel assigned to the rank of Corporal, at the inception of the program, will be determined by hire date. Thereafter, seniority will be determined by tenure in the position. Bargaining Unit Employees assigned to the rank of Corporal shall bid for shifts as established within the current Collective Bargaining Agreement in the same fashion as Sergeants (one Corporal per patrol shift).

ARTICLE 9

PERSONNEL RECORDS

Section 1. The name, home address, and telephone number of the bargaining unit employees covered by this collective bargaining agreement shall not be disclosed, as provided by State Statute.

Section 2. Any bargaining unit employee covered by this collective bargaining agreement shall have the right to inspect the City's personnel records regarding said bargaining unit

employee, regardless of where the same may be kept. No such records may be withheld from the bargaining unit employee, and the employee shall have the right to request copies of such records. Upon request, a bargaining unit employee under investigation shall receive a copy of the I.A. investigation and any and all documents that pertain to said investigation, including any video and voice recordings as well as any transcripts. This shall be at no cost to the employee.

Section 3. If a bargaining unit employee covered by this collective bargaining agreement believes information in the employee's personnel records is derogatory, that bargaining unit employee shall have the right to place written documents in his or her personnel records in refutation of the alleged derogatory information.

Section 4. The City agrees that adverse or derogatory material will not be placed in a bargaining unit employee's personnel file unless a copy has been provided to the employee.

Section 5. The City shall notify the bargaining unit member whenever an individual outside the Police Department or City Administration/Human Resources Division requests to see/review a bargaining member's personnel records, unless such request is made by a law enforcement or administrative agency which desires that the request remain confidential.

ARTICLE 10

SENIORITY

Section 1. The City and PBA agree that seniority shall consist of:

A. Continuous accumulated service from the date of hire in the bargaining unit, which shall be called "Employment Seniority".

B. Continuous accumulated service in the Assignment of Detective or Vice Agent and rank of Police Officer and Sergeant in which serving, which shall be called "Rank/Assignment Seniority".

Seniority shall be computed from the date of employment within the bargaining unit for purposes of "Employment Seniority" and from the date of appointment for purposes of "Rank Seniority". For "Employment Seniority" and "Rank Seniority" any two (2) or more bargaining unit employees promoted or hired on the same day, the governing factor for seniority shall be the highest numeric of the last two digits in the employee's Social Security number. Seniority shall accumulate during periods of vacation, sick leave, military leave, or other authorized periods of paid absence, provided, however, that seniority shall not accumulate during periods of unpaid leaves of absence for greater than thirty (30) calendar days, except for job injury.

Section 2. Assignments to specialized units or positions and transfers will be made at the discretion of the Police Chief. If the Chief determines that the skills and abilities of the employees being considered for an assignment to a specialized unit or position are substantially equal, the Chief may, in his or her discretion, consider the employee's length of continuous service within his/her job classification and/or the Department.

Section 3. In the event the City determines that there is a need to lay off employees covered hereunder, the following procedures shall be followed:

A. The City shall determine the number and classifications of employees to be laid off.

B. DROP participants shall be laid off first, before all other employees.

C. Probationary employees shall be laid off before permanent full-time employees.

D. Bargaining unit employees having the least seniority shall be laid off first. Layoff shall include the right of senior members of the bargaining unit in higher ranked positions to "bump" or roll back members of the bargaining unit in lower classifications and possessing less seniority.

E. Employees on layoff shall be eligible for recall in accordance with the following:

1. Eligibility for recall shall be for one (1) year from the date of layoff.

2. Recall shall be in the reverse order of layoff.

3. Employees shall be eligible for recall only if they have maintained current police certification.

F.. No new employee shall be hired in a bargaining unit job classification until all employees on layoff in that job classification and eligible for recall under the conditions set forth in Section 3 above have been given an opportunity to return to work.

Section 4. Bargaining unit employees will be notified by registered mail sent to their last known address and shall be given ten (10) calendar days to return to work. If a bargaining unit employee does not return or notify the City, the employee will be considered to have voluntarily terminated.

Section 5. An employee shall lose his or her status as an employee and seniority shall be broken if the employee:

A. Terminates voluntarily.

B. Is discharged or terminated.

C. Is on leave of absence in excess of six (6) months.

D. Is on layoff status and has not been recalled in one six (6) months.

E. Retires.

F. Dies.

G. Fails to return from approved leave of absence or workers' compensation disability, at the expiration date of such approved leave or disability.

H. Fails to return from military leave when scheduled.

I. Fails to return from family medical leave.

Section 6. No employee shall be entitled to City benefits (or accrual of such benefits) while on layoff status.

ARTICLE 11

PREVAILING RIGHTS

Section 1. All rights, privileges, and working conditions enjoyed by members of the bargaining unit at the present time, that are not inconsistent with the provisions of this Agreement, are included in this Agreement and shall remain in full force and effect unless changed by mutual consent, or as otherwise allowed by this Agreement.

Section 2. The parties recognize that the City's Employee Handbook which cover subjects not expressly covered in this Agreement shall be applicable to all bargaining unit employees. No benefits shall exist for bargaining unit members other than those set forth in this Agreement, applicable City Employee Handbook or SOP's and any changes thereto.

Section 3. Prior to any change in current policy, the Union shall have thirty (30) days to review and comment on any changes.

Section 4. The Employee Handbook, as submitted to Union representatives and to the City Council on February 12, 2008 and updated on July 12, 2011 has been accepted in its entirety.

ARTICLE 12

INTERNAL INVESTIGATION

A. Rights of Sworn Bargaining Unit Personnel While Under Investigation

Section 1. The City shall comply with the Police Officer's Bill of Rights, Florida Statutes 112 whenever a police officer is under internal investigation and discipline may be given.

Section 2. The request by a bargaining unit employee under investigation for legal counsel or P.B.A. representation for an interrogation shall not cause a delay of the interrogation in excess of fourteen (14) calendar days, unless mutually agreed to by both parties.

B. Rights of Non-Sworn Bargaining Unit Personnel While Under Investigation

Section 1. Nothing herein requires that the City conduct a formal investigation prior to initiating disciplinary action against a non-sworn bargaining unit employee. Moreover, nothing herein precludes the City from informally questioning non-sworn bargaining unit employees regarding incidents related to, or observed during, the performance of their job duties. At any time a bargaining unit employee can ask for a union representative.

Section 2. Should the City decide to conduct a formal interrogation of a non-sworn bargaining unit member regarding a matter which may lead to suspension, demotion, or dismissal, the following shall apply:

a. The interrogation shall be conducted during the employee's normal working hours, unless the seriousness of the interrogation is such a nature that immediate action is required.

b. The employee will be informed of the general nature of the allegations against him/her and be provided a copy of the complaint if one exists.

c. The employee shall be allowed to take breaks during the interrogation as are reasonably necessary.

d. The employee may have counsel or a PBA representative present during the interrogation. The request for counsel or PBA representation shall not cause a delay of the interrogation in excess of fourteen (14) calendar days, unless mutually agreed to by both parties.

ARTICLE 13

GRIEVANCE PROCEDURE

Section 1. In a mutual effort to provide harmonious working relations between the parties of this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances or misunderstandings between the parties arising from the application or interpretation of this Agreement. Grievances are limited to claims arising during the effective dates of this Agreement which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this Agreement. No dispute, claim or complaint or other matter not meeting this definition shall be processed by the City.

Section 2. Prior to filing a grievance, the bargaining unit employee may notify his/her supervisor of his/her intent to file a grievance within ten (10) calendar days. This does not modify the other time limits contained in this article.

Section 3. The City agrees that the PBA representative may adjust grievances while on duty. The PBA agrees not to abuse this privilege. The PBA will provide the City with the name of its representative and his or her alternate assigned to adjust grievances.

Section 4. Abuse of this privilege will subject the representative to disciplinary action.

Section 5. All grievances must be processed within the time limits provided unless extended by mutual agreement in writing. If the time limits are not extended and the bargaining unit employee or PBA does not initiate the grievance or appeal a decision of management within the time limits specified, the grievance shall be dismissed. If the City does not render a decision within the time limits specified, the grievance will advance automatically to the next step. Both parties may agree to by-pass or extend any step of the grievance procedure by mutual consent.

Section 6. Grievances shall be processed in accordance with the following procedures:

Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, it shall be presented directly at Step 2 of the grievance procedure within the limits provided for the submission of grievances in Step 1, and shall be signed by the aggrieved employees and/or the PBA representative on their behalf if they so desire. Discharge grievances may be initiated at Step 3 within ten (10) calendar days from the date of discharge.

STEP 1: Within ten (10) calendar days of the date the employee or the PBA knew of the incident or occurrence giving rise to the grievance, the employee must submit the grievance, in writing, to the Police Lieutenant Watch Commander or Division Manager. The written grievance shall identify the specific provisions of this agreement allegedly violated, provide factually specific data in support of the grievance, including management actions that allegedly violated the agreement, and state the relief requested. The Police Lieutenant Watch Commander or Division Manager shall respond to the grievance in writing within ten (10) calendar days of the receipt of the grievance.

STEP 2: If the grievance has not been satisfactorily resolved in Step 1, the bargaining unit employee, or the PBA representative if the employee so wished his/her assistance, may present such grievance to the Chief of Police or his/her designee. The grievance must be presented to the Chief of Police or his/her designee within ten (10) calendar days from the date the Division Commander's response was due or received, whichever is earlier in Step 1. The Chief of Police or his/her designee shall meet, with the bargaining unit employee, and the PBA representative if the employee wishes, within ten (10) calendar days. The Chief or his/her designee shall respond in writing within ten (10) calendar days from the date from the receipt of the grievance.

STEP 3: If the grievance has not been satisfactorily resolved in Step 2, the bargaining unit employee, or the PBA representative if the employee so wishes his/her assistance, shall present a written appeal to the City Manager within ten (10) calendar days. The City Manager or his designee shall meet with the bargaining unit employee, and the PBA representative if the employee wishes, within ten (10) calendar days of the date the Chief of Police's response was due or received, whichever is earlier, in Step 2. The City Manager or his designee shall respond in writing within ten (10) calendar days from the date of the appeal to the City Manager.

ARBITRATION:

Any grievance not resolved in the grievance procedure may be referred to arbitration by written notice to the City Manager, attaching a copy of the written grievance, within ten (10) calendar days of the date the response was due in Step 3 from the City Manager or his/her designee. Any grievance not referred to arbitration within ten (10) calendar days shall be considered settled on the basis of the City's last response and shall not be arbitral.

The parties agree that they will select an arbitrator in accordance with the selection criteria of the Federal Mediation and Conciliation Service ("FMCS"), the sole function of that body being to assist in the selection of the arbitrator. The FMCS Request for Arbitration Panel form must be submitted by the party requesting arbitration within ten (10) calendar days of the party's demand for arbitration. The request shall be for a list of seven (7) qualified arbitrators from the FMCS. The Union and the City will alternately strike one name at a time from the panel, with the party requesting arbitration striking first, until only one (1) name remains. That person shall be the designated arbitrator. It should be noted that nothing contained in this Article shall prevent any employee covered by this Agreement from processing his or her own grievance through the grievance procedure unassisted.

The arbitration shall be conducted under the rules set forth in this Agreement, not under the rules of the FMCS. The arbitrator shall only have the jurisdiction and authority to hear a grievance as defined in this Article, and which has been properly advanced to arbitration. The arbitrator shall have no authority to expand the definition of a grievance herein, and shall have no authority to expand any of the time limits set forth herein. The arbitrator's decision shall be final and binding on both parties subject to Circuit Court review of whether the arbitrator complied with the substantive and/or procedural requirements of this Article.

The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto, nor shall the award directly or indirectly change, modify or ignore any of the terms of this Agreement.

The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, which is not a grievance as defined in this Article, or which is not covered by this Agreement.

The arbitrator shall confine himself or herself exclusively to the question which is presented to the arbitrator, which question must be actual and existing. Copies of the award of the arbitrator made in accordance with the jurisdiction authority under this Agreement shall be furnished to both parties within thirty (30) calendar days of the close of the hearing.

Section 7. It is contemplated that the City and the bargaining unit employee, the bargaining unit representative or legal counsel shall mutually agree in writing as to the statement of the matter to be arbitrated prior to a hearing. If this is done, the arbitrator shall confine his or her decision to the particular matter thus specified. In the event of the failure of the parties to so agree on a statement of issue to be submitted, each party shall submit its own. Under no circumstances shall the issues to be arbitrated be expanded from the issues specifically set forth

in the original grievance filed at Step 1 of the grievance procedure. Each party shall bear the expense of its own witnesses and its own representatives. The expenses of the impartial arbitrator shall be borne equally by the parties. Any party requesting a copy of the transcript of such arbitration hearing shall bear the cost of the same.

Section 8. No decision of any arbitrator or of the City in one case shall create a basis for retroactive adjustment in any other cases. Moreover, no settlement reached between the City and the PBA and/or the City and its employees may be used as precedence or as evidence of disparate treatment in any subsequent case.

Section 9. Nothing contained in this Article shall prevent any employee covered by this Agreement from processing his or her own grievance through the grievance procedures unassisted. However, the bargaining unit representative shall have a right to inquire of the status of the grievance, have notice of and attend grievance meetings, present the PBA position, if any, and be informed of the resolution of the grievance. The bargaining unit representative's failure to inquire or attend shall not be a basis for the PBA to challenge the handling or resolution of the grievance. When the PBA representative attends a grievance meeting, he or she shall not interfere with the orderly conduct of the meeting.

ARTICLE 14

DISCIPLINARY ACTION

Section 1. Employees shall be demoted, suspended, dismissed, or otherwise disciplined for just cause in accordance with City and Departmental policies and procedures. Any such demotion, suspension, dismissal, or other disciplinary action shall be subject to the grievance/arbitration procedure set forth in this Agreement. Probationary police officers, however, shall not be permitted to utilize the grievance/arbitration procedure to contest dismissal.

Section 2. The City shall comply with the procedures set forth in Florida Statutes Chapter 112 (Law Enforcement Officers Bill of Rights) whenever an officer is under internal investigation.

Section 3. All disciplinary actions shall require written documentation. Written notification of the discipline/action to be imposed will be given to the employee no later than sixty (60) days after the closure of the investigation.

Section 4. Nothing herein shall require any specific number of disciplinary actions to terminate an employee for a first or second disciplinary offense where such offense is considered a termination offense under City or Departmental rules or where such offense has resulted in termination of any City or Departmental employee prior to the effective date of this Agreement. Disciplinary actions of written reprimand and below shall not be considered for purposes of progressive discipline after two (2) working years from the date of the disciplinary action, unless the employee commits another offense resulting in disciplinary action during the two (2) working) years from the date of the disciplinary action, whereupon the two (2) working year period shall begin anew.

ARTICLE 15

LEAVE OF ABSENCE

Section 1. The City agrees that unpaid leave of absence for a period of up to thirty (30) days may be granted by the Chief of Police with the approval of the City Manager. Such leaves may be renewed or extended with the approval of the Chief of Police and the City Manager.

Section 2. The City agrees that any bargaining unit employee who is a member of the National Guard or the Military Reserve Forces of the United States and who is ordered under provisions of the U.S. Military or Naval regulations or engage in field exercises or other training,

shall be granted leave without loss of seniority or fringe benefits while in active duty, field exercise, or training. A bargaining unit employee shall be granted paid leave consistent with applicable law.

Section 3. A copy of military orders for training must be submitted prior to leave being approved.

ARTICLE 16

PENSION

Section 1. Retirement benefits and employee contributions for employees covered by this Agreement will be as provided in the City of Cocoa Police Officers' Retirement Plan (the "Plan"), except as provided below. All changes to the existing Plan will take effect on September 30, 2015, or upon implementation, whichever is later (the "effective date").

Section 2. Normal retirement will be the earlier of age 50 with 10 years of credited service or 25 years of credited service, and separation from employment.

Section 3. Effective on and after the effective date, compensation for pension purposes shall be base pay including state funded incentives, but excluding overtime pay in excess of one hundred fifty (150) hours per fiscal year; special detail pay; and payments for unused sick and annual leave; provided, payments of unused sick and annual leave shall be included for employees who were employed and not participating in the DROP on June 7, 2013, in an amount equal to the leave hours leave accrued on the June 7, 2013 or the amount paid out upon termination of employment, whichever is less.

Section 4. The parties agree that all funds in the excess state monies reserve ($317,551 on 10/1/14) shall be applied to reduce the unfunded actuarial accrued liability of the Plan. In addition, the parties agree that all premium tax revenues received in the future pursuant to Chapter 185, Florida Statutes shall be applied to reduce the City's annual required

contribution to the Plan. The parties agree that the City will establish a defined contribution plan (share plan) as a component of the Plan in accordance with 2015 SB 172, but that the defined contribution plan will not be funded during the term of this Agreement.

Section 5. Effective on and after the effective date, if the City's annual required contribution (ARC) increases ten percent (10%) or greater from the amounts represented in the October 1, 2014 Actuarial Valuation Report for the Police Officers' Retirement Plan, or the unfunded actuarial accrued liability (UAAL) increases to an amount of $3 million dollars, this Article will be automatically be reopened for negotiations. [City's annual required contribution for FY 2015-16 = $943,228]. For purpose of this section, any additional unfunded actuarial accrued liability will continue to be amortized as level payments over a period of twenty (20) years.

ARTICLE 17

WORKING OUT OF CLASSIFICATION

Section 1. Any Police Officer required to work over forty (40) hours as a Sergeant shall receive the starting pay for that classification or a minimum of five percent (5%) above his or her base rate of pay, whichever is greater, beginning on the first day.

ARTICLE 18

LEGAL DEFENSE AND INDEMNIFICATION

Section 1. The City agrees, to undertake and pay for the defense of civil damage actions against any bargaining unit employee arising from or out of his or her actions and/or omissions occurring in the course and scope of his or her employment or service as an employee, and the City will file proper and appropriate legal pleadings in such actions. The PBA shall fully cooperate in such defense, when applicable to a dues paying bargaining unit member.

Section 2. The City agrees to indemnify, through its liability insurance, a bargaining unit employee for judgments levied against the employee as a result of the bargaining unit employee's action while acting in the scope of his or her employment; provided, however, that the City shall have no obligation to defend or indemnify a bargaining unit employee where such employee's actions were outside the course and scope of his or her employment, or were committed in bad faith, or were committed with malicious purpose, or were committed in a manner exhibiting wanton and willful disregard for human safety or property.

Section 3. If the City and a bargaining unit employee are co-defendants in the same civil action, such action shall not be settled by the City unless prior to such settlement the City advises the bargaining unit employee of the settlement.

ARTICLE 19

BEREAVEMENT LEAVE

Section 1. When a death occurs in the immediate family of a bargaining unit employee, that employee shall be granted up to three (3) consecutive work days off without loss of pay or benefits for attendance at the funeral. If travel outside the state is required for attendance at the funeral, up to two (2) more days may be granted. The bargaining unit employee shall be paid for scheduled work days only, not to exceed five (5) total consecutive work days. Should additional time off be necessary, the bargaining unit employee may be permitted to utilize accumulated sick leave subject to the regular procedural requirements for the use of such leave.

Section 2. Bereavement leave will not be allowed if the bargaining unit employee was on sick leave. If on vacation at the time of death, up to three (3) days of vacation may be restored.

Section 3. Immediate family as cited above shall be defined in accordance with the City's bereavement policy. Upon request, the City may require the bargaining unit employee to furnish proof of death in order to receive bereavement leave pay.

ARTICLE 20

EDUCATION ASSISTANCE

Section 1. The City agrees to establish a tuition refund for bargaining unit members in an effort to encourage the educational level of its law enforcement personnel. Said program shall be based on the following principles:

1. The bargaining unit employee must present a College Counselor approved academic Associate's or Bachelor's degree program approved by the City.

~~1.~~2. The level of degree program for reimbursement must be higher than the member's current education level and related to their current job function or another position within the City of Cocoa.

~~2.~~3. The bargaining unit employee must be registered in a~~n~~ nationally accredited institution in a career related course program.

~~3.~~4. The bargaining unit employee must take the course for a grade, i.e., no course can be taken "pass/fail," unless it is related to obtaining an approved academic degree.

~~4.~~5. In order to obtain financial reimbursement for tuition, the bargaining unit employee must have (a) received prior approval by the City to pursue an academic degree, and (b) successfully complete the course with a grade of "C" or better. Tuition reimbursement shall be on a percentage basis, as follows:

Grade	Reimbursement
A~~,~~ or B ~~or C~~	50%
C	25%

D or lower 0%

In no case will tuition reimbursement exceed two (2) courses per academic period.

~~5.~~6. The Chief of Police agrees to make a conscientious effort to arrange shifts so as not to prohibit bargaining unit employees from pursuing their desired education. Should denial of course approval take place, the bargaining unit member must show that the course(s) requested was/were required to complete the member's degree and were not offered at any other time of day or at any other approved institution, in order to be considered for an educational waiver for a promotional examination.

~~6.~~7. Tuition reimbursement will be limited to the tuition rate charged by ~~Eastern Florida State College or the tuition rate charged for classes taken at the~~ University of Central Florida. Reimbursement is dependent upon sufficient funds being budgeted by the City for such purposes. ~~The City agrees to a reopener in fiscal year 2017 to determine if funds are budgeted.~~

~~7.~~8. Employees are eligible to receive reimbursement only for courses that are not reimbursed by other agencies (i.e. Veteran's Admin.,) or scholarships/grants (i.e. Professional organizations or PBA).

ARTICLE 21

PROBATIONARY PERIOD - NEW HIRES

Section 1. Probationary period for new Police Officers and new Communication Officers will be for the period of one (1) year starting after successful completion of F.T.E.P. (Field Training Evaluation Program). New hire probationary periods may be extended up to six (6) additional months (for a total of 18 months after successful completion of F.T.E.P.) at the discretion of the Chief of Police. In the event an Officer takes a leave of absence, the probationary period will be resumed and continued for the length of the absence.

Section 2. Probationary periods are intended to allow time for proper evaluation and training of new employees. Probationary period includes the time in the F.T.E.P. If dismissed during probationary period, a bargaining unit member has no recourse to grievance and arbitration procedures.

ARTICLE 22

HOURS OF WORK AND OVERTIME

Section 1. The City shall establish a workweek of seven (7) days, with a normal workweek consisting of forty (40) hours. The City shall provide the PBA at least ten (10) days notice prior to any change in the existing work schedule. Payment for overtime will be compensated at one-and-one-half (1-1/2) times the employee's regular rate for overtime worked in excess of forty (40) hours per week except for mutually agreed upon exceptions. Compensation for overtime will normally be made during the same pay period the overtime was worked, unless there is a question regarding whether the overtime should be paid.

Section 2. Off-duty court time will be considered as time worked when it is job-related and arises within the scope and course of employment. Minimum appearance time for pay purposes shall be two (2) hours. When an officer is placed on standby for court time by the State Attorney's Office, it shall not be considered as time worked when the officer is only required to be available on telephonic notice and is not required to be available at the courthouse.

Section 3. In order for court time to be considered for pay purposes, it must be documented as hours worked on the time sheet. If overtime hours are occurred, Form CPD-5 must be submitted by the employee with the proper validation by an officer of the court. Forms must be submitted to the Chief of Police or his or her designee within five (5) days of overtime is deemed waived.

Section 4. Overtime will be distributed as follows:

1. If there is at least twenty-four (24) hours advanced posting for the effected shift or a detail, it will be signed up for by seniority. The posted shift or detail will be awarded to the most senior Officer willing to work the entire length of the posted shift or detail and may not be split with another Officer. The Department will make its best efforts to post the notice as early as possible. No bumping shall be allowed within twenty-four (24) hours of the reporting time for the effected shift or detail.
2. For sworn positions, if there is less than twenty-four (24) hours advanced posting for the affected shift or detail, the overtime will be awarded to the first sworn member responding to an authorized supervisor's overtime announcement through electronic communication. If no response is made for sworn positions, or for communications officers, the shift supervisor will request a volunteer from the shift then on-duty, starting with the senior officer. If all officers on the shift turn down the overtime, the overtime will be worked by the least senior officer on the shift. If the least senior officer worked the shift before because of overtime, the next least senior officer will work the shift. The least senior officer on the shift may choose to work the entire eight (8) hours of overtime or split the shift in a four (4) hour block with the oncoming shift offered by seniority. The officer forced to work the overtime may have another officer work the overtime for him, but it will be the working officer's responsibility to contact that officer. The City will fill the unexpected overtime to the best of its ability, adhering to the above procedure, as quickly and fairly as possible.

Section 5. In calculating overtime pay, only actual hours worked, bereavement, short-term military leave, and vacation will be considered as time worked.

Section 6. A bargaining unit employee may elect to accept compensatory time in lieu of overtime. The request shall be in writing for compensatory time at the rate of time-and-one-half (1-1/2) for each hour worked in lieu of monetary payment. Bargaining unit employees may accrue up to eighty (80) hours total of compensatory time within a fiscal year which may be used for time off as workloads permit. Employees may carry over compensatory balances from fiscal year to fiscal year up to a maximum of eighty (80) hours. Should any compensatory balances not be used by September 1, 2018, the bargaining unit employee shall be paid for such time by the end of that fiscal year.

Section 7. An employee who is required to be on standby, other than active members of the Special Weapons and Tactics ("SWAT") and the Crisis Negotiations Unit ("CNU") will be entitled to two (2) hours off his or her work schedule during that following workweek, if manpower permits in management's discretion. If the employee is unable to take time off during that following week, the time will be posted as standby time, to be paid at straight time. The maximum accrual balance of standby time shall not exceed eighty (80) hours.

Section 8. Special Detail Assignments: Special Details shall be considered those details where private persons or businesses request police personnel over and above those activities required by the City of Cocoa or the Police Department and shall be authorized by the Chief of Police or his/her designee. Special details will be a minimum of two hours. Special details will be authorized on a first come, first serve basis. All postings shall be emailed to sworn personnel through the departmental email system and posted on the departmental network drive. Personnel shall be permitted to select more than one detail to be worked on the same day, subject to the approval of management.

Section 9. Employees will be paid based on a pay period established by the City.

Section 10. The hourly rate is determined by dividing the annual salary by 2080 hours. The supplements, if any, in Article 28.5 and 28.6 are added to determine the regular rate for overtime purposes.

Section 11. Off-duty bargaining unit employees who are called in for duty for reasons other than their failure to properly complete assigned duties shall be paid for all hours worked with a minimum of two (2) hours of straight-time pay regardless of a lesser number of hours actually worked. This provision shall not apply to employees required to hold after the completion of a shift.

ARTICLE 23

UNIFORMS

Section 1. Articles of uniform for bargaining unit employees covered by this Agreement will be provided adequate uniforms and equipment to do their job. All issued equipment and uniforms will be worn in compliance with Standard Operating Procedures as set forth by the Chief of Police.

Section 2. The City shall repair or replace wristwatches of comparable worth, not to exceed one hundred dollars ($100.00), and prescription eye wear not to exceed two hundred dollars ($200.00), if broken or lost on duty, through no negligence of the bargaining unit employee, and provided it is reported while the bargaining unit employee is still on duty. Any claims made after the bargaining unit employee goes off duty will not be considered.

Section 3. The City will replace articles that are turned in that have become torn, worn, or unserviceable due to normal wear and tear or broken or destroyed through no fault of

the bargaining unit employee. Any bargaining unit employee who damages, destroys, or loses any furnished equipment due to negligence will replace the article.

Section 4. The detective bureau employees, either plain clothes or detectives, shall receive an annual clothing allowance, in the sum of seven hundred fifty dollars ($750.00), to be paid bi-annually. Newly assigned detectives shall receive a prorated bi-annual allowance upon assignment to position.

Section 5. Police Officers shall receive a shoe allowance for the purchase of approved uniform shoes. The cost of the allowance shall not exceed $100 per fiscal year.

ARTICLE 24

INSURANCE

The City will provide group health insurance to bargaining unit employees on the same basis as such is provided to other City employees. No changes shall be made to existing benefits and/or premiums without first providing the PBA with notice of any proposed changes and an opportunity to meet and confer, upon the PBA's request, over said changes. PBA will be allowed to have representation on any health insurance review committee and have input into any changes that are being recommended.

ARTICLE 25

SICK LEAVE

Section 1. Bargaining unit employees covered by this Agreement may accrue eight (8) hours of sick leave for each full month of service provided they were paid at least one-half of the month.

Section 2. Sick leave may be taken only for the following reasons: during a genuine illness of the bargaining unit employee; for the serious illness of spouse, children or employee's

parents, or maternity leave/birth or adoption of a child, in accordance with the Family Medical Leave Act.

Section 3. A bargaining unit employee requesting to use sick leave shall notify dispatch at least two (2) hours prior to, or as soon as practical before, the scheduled reporting time. All requests must include the type of illness, employee's location, and telephone number. All requests for sick leave may be investigated by the commanding officer.

Section 4. Both the City and the PBA find abuse of sick leave unacceptable. Where it can be determined such abuse has occurred, the City will engage in progressive discipline. Sick leave used in conjunction with days off, or recurring on the same day of the week, may constitute evidence of sick leave abuse. This program is directed at absences of one (1) and two (2) days at a time. It is not intended for documented serious illness or surgery.

Section 5. A physician's medical excuse may be required for leave of absences of three (3) consecutive days or more, or there is a reasonable belief that the employee has abused sick leave.

Section 6. Upon resignation or dismissal, bargaining unit employees with more than sixty months of service will be eligible for sick leave payment upon resignation equal to twenty-five percent (25%) of that accrued. Failure of a bargaining unit employee to give proper notice of 14 (fourteen) days with his or her resignation will result in the forfeiture of his or her accumulated sick leave. Upon receiving an actual normal pension benefit (not early retirement) or death, sick leave payment will be equal to one hundred percent (100%) of that accrued up to a maximum payment of seven hundred twenty (720) hours. A bargaining unit employee discharged for cause will not be paid sick leave.

ARTICLE 26

HOLIDAYS

Section 1. The following are recognized as holidays by the City of Cocoa PBA bargaining unit employees:

New Year's Day

Memorial Day

Independence Day

Labor Day

Veteran's Day

Martin Luther King's Birthday

Thanksgiving Day

Day after Thanksgiving Day

Christmas Eve

Christmas Day

Employee's Birthday

Section 2. Holidays will be paid at the bargaining unit employee's hourly rate of pay in a lump sum payment for a maximum of one hundred (100) hours. The payment will be processed in the September timeframe. Employees who are working light duty or worker's compensation shall not receive lump sum holiday but rather have the day off.

Section 3. The bargaining unit employee's birthday will be observed as a day off. The bargaining unit employee will provide written notice to the supervisor ten (10) days in advance of the birth date. The City shall respond within three (3) days. The day must be taken within the month the birthday falls unless the request is refused by management. Birthday holidays are for purposes of time off and therefore not reimbursable as a City holiday.

Section 4. Bargaining unit employees who terminate will be paid for all holidays at the rate which it is accrued per day up to their termination date.

ARTICLE 27

VACATION

Section 1. Bargaining unit employees covered by this Agreement are eligible for vacation with pay if they have been in continuous employment with the City in accordance with the following schedule:

YEARS OF SERVICE	NUMBER OF HOURS
1 - 3	80
4 - 9	120
10 - 14	144
15 and above	176

Section 2. Vacation shall accrue during the first year of employment, but may not be taken until after six (6) months.

Section 3. Pre-approved vacation shall not be canceled solely for the purpose of avoiding overtime. Vacation may be used as notice of termination, with the approval of the Police Chief. In the event a bargaining unit employee covered by this Agreement dies during the term of this Agreement, his or her accrued vacation, if any, shall be paid to the employee's beneficiary or estate. Vacation requests may be submitted in one of two ways:

(a) Annually, after shift assignments are made in December, employees may request, on or before January 15, vacation for the calendar year on a seniority first basis and departmental need basis. Requests will be approved/denied (with reason) on or before January 31, but not before

January 15. Pre-approved vacation will not be changed, except in exigent circumstances or due to promotions, due to a voluntary change of shift or assignment.

(b) At least one (1) week in advance shall be approved or disapproved within forty-eight (48) hours.

All approved vacation requests shall be posted on the Police Department work schedule.

Section 4. Not more than two hundred eighty (280) hours or two (2) years of vacation accruals will be carried over to the next calendar year, whichever is greater. Employees should take the amount of vacation they earn annually. Upon resignation or termination, employees will not be paid out for more than two years of vacation accruals.

ARTICLE 28

WAGES

Section 1. Effective October 1 of each fiscal year of this Agreement (FY16, FY17, and FY18), the City shall provide PBA bargaining unit members Dispatchers, Police Officers, and Sergeants with a three percent (3%) annual wage increase. Bargaining unit members must be employed prior to June 1 to be eligible for a wage increase in the ensuing fiscal year. The City shall establish a Wage Plan for bargaining unit employees as set forth below:

Classification	**Grade**	**Minimum Hrly/Annual**	**Maximum Hrly/Annual**
Dispatch/Communications Officer	P03	$14.18/$29,500	$22.64/$47,100.00
Police Officer	P07	$17.79/$37,000.00	$28.60/$59,500.00
Police Sergeant	P14	$23.27/$48,400.00	$35.81/$74,500.00

Section 2. For fiscal year 2016, bargaining unit members will be brought to the new pay grade minimum or receive a three percent (3.0%) wage increase, whichever is greater.

Section 3. No increases will be given upon the expiration of this contract until another contract has been ratified or imposed.

Section 4. Under no circumstances will employees be eligible to receive a wage increase above the maximums for their pay grade. Once the maximum has been reached, the employee will receive a lump sum. There could be instances where the amount is split between an hourly rate increase and a lump sum payment when the employee reaches the maximum pay grade.

Section 5. Police Officers, Sergeants, and Dispatchers assigned to evening, evening relief, and midnight relief, and midnight shifts shall receive a shift differential premium as follows for each hour worked:

Evening	$.25 per hour
Evening Relief/Midnight Relief	$.25 per hour
Midnight	$.50 per hour

Section 6. Bargaining unit employees assigned as follows shall receive the incentive pay noted below, per hour, in addition to their base pay while so assigned:

Assignment	Incentive Pay
Canine Officer	$.15 per hour
Traffic Homicide	$.15 per hour
Comms./Dispatch Training Officer	5% when training
Field Training Officer	5% when training
Detective/Vice/Plainclothes	5%
Special Weapons and Tactics	$.50 per hour

Crisis Negotiations Unit	$.50 per hour
Community Resource Unit	$.50 per hour
Lead Dispatcher	5%
Corporal Assignment	5%

ARTICLE 29

RULES AND REGULATIONS

Section 1. The City shall make available electronically to all police department personnel the Departmental policies and procedures, Criminal Investigations Division (C.I.D.) Manual, City Employee Handbook, and/or City policies, Safety Manual, Workers' Compensation Managed Care Arrangement, and any future amendments thereto. Copies shall also be provided to the PBA.

Section 2. Except as modified by a specific provision of this Agreement, bargaining unit employees shall comply with all rules, regulations, policies, procedures, and practices of the City and the Police Department, including the Employee Handbook, the Safety Manual and the Managed Care Arrangement, and any amendments thereto. This Agreement shall prevail in any conflict. "Conflict" as used herein defines a condition created when the enforcement of one provision requires the violation of another provision. A simple overlapping of provisions does not necessarily create a conflict between the provisions.

Section 3. Should the City and/or the Department exercise its right to formulate, amend, revise, delete and/or implement any and rules, regulations, policies, procedures and practices, the City or the Department shall provide a copy of an new or amended rule, regulation policy, procedure, or practice to the PBA at least thirty (30) days prior to the implementation. The PBA shall be provided an opportunity, upon its request, to meet and confer with the Chief of Police regarding the City's proposed action prior to the effective date of such action.

Section 4. The City shall furnish an electronic copy of this agreement to all bargaining unit employees who are covered by said agreement, at no cost to the employee or the PBA within thirty (30) days after said agreement is ratified by all parties. In addition, all newly hired employees who are covered by this agreement shall be furnished an electronic copy of said agreement, at no cost to the newly hired employee or the PBA within thirty (30) days of their employment.

ARTICLE 30

LIABILITY/ACCIDENT

Section 1. Because bargaining unit members must devote a considerable amount of attention to their assigned mission, bargaining unit members will not be required to pay for damages to City vehicles involved in automobile accidents unless it is established that the damages were caused by the bargaining unit employee's negligence or wanton and willful misconduct. The City shall provide liability insurance which will cover a sworn Officer in the performance of his or her lawful police duties.

Section 2. The Chief of Police shall appoint a three (3) member advisory accident review board comprised of one (1) Patrol Officer, one (1) Sergeant, and one (1) Lieutenant. The Board will convene when there is an accident with injuries, the officer is charged with the accident, or where fault is undetermined. The Board shall make a non-binding determination, if possible, as to determine the cause of the accident and how it could have been avoided. Should the City establish a City-wide accident review committee, the parties agree to reopen this Section for negotiation.

ARTICLE 31

PHYSICAL EXAMINATIONS

Section 1. The PBA and the City agree that bargaining unit employees should be physically fit in order to properly perform their daily duties. Providing that sufficient budget funds are available, the City is willing to adopt standards for fitness, including but not limited to, a program for physical examinations, physical condition standards for individual members. Prior to the implementation of any such program, the Association shall be provided the opportunity to review and discuss the contents of such plan.

Section 2. The City may send a bargaining unit employee to a City-paid fitness-for-duty medical or psychological examination (the scope of said examination shall be determined by the health care practitioner) conducted by a City-selected health care practitioner where it is deemed by management to be in the employee's or the City's best interest. If the bargaining unit employee or the PBA disagree with the health care practitioner's assessment, the employee will be given the opportunity to seek a second opinion. The employee shall bear the cost of the second opinion, which may be paid through the employee's health insurance, if applicable. If the City believes that there is a conflict between the first and second opinion, the City may send the employee for a third, binding opinion, the selection of this doctor will be mutually agreed upon by both the City and the Union, at the City's cost.

ARTICLE 32

ASSIGNMENT DURING DISABILITY

Section 1. The Department shall have the right to assign any employee covered hereunder to a less-strenuous assignment, including to a lower classification, if available, due to temporary health or disability conditions. Under no circumstances shall there be any right or entitlement to such an assignment. If an employee receives a less-strenuous assignment due to a

temporary health or disability condition, he/she shall receive his/her normal compensation and fringe benefits; provided competent medical authority has determined that the employee is medically and/or psychologically fit to continue in his/her police officer classification. No position, job, or assignment shall be "created" to accommodate a temporary health or disability problem. All assignments to less-strenuous positions shall involve the performance of productive work necessary for efficient and economical operation of the Department and/or the City.

Section 2. The Police Chief shall have the sole discretion to determine whether there is work to be done at the department level. Such requests for light duty assignments (off the job injuries) shall be reviewed on a case-by-case basis and is not a guarantee of paid employment. The employee may be assigned to another department, and/or change of shift assignment (without notice). Light duty assignments shall not exceed sixty (60) days in a twelve (12) month period. In the event there is limited light duty work available, preference shall be afforded to bargaining unit employees with a job-related injury or condition. Extensions to this time period must be approved by the Police Chief and City Manager in writing.

ARTICLE 33

OUTSIDE EMPLOYMENT RESTRICTIONS

Section 1. No bargaining unit employee shall engage in any other employment unless, and until, such employee has been issued written permission executed by the Police Chief and the City's Human Resources Manager. To apply for such permission, the employee shall provide the Police Chief with a written application describing the specific nature, times, and dates of the particular employment being considered.

Section 2. The Police Chief shall notify the applicant of the acceptance or rejection of the outside employment within ten (10) days of the date of the written application. If the

application is denied, the employee shall have the right to grieve said denial to the Chief of Police. If the Police Chief denies the employment, the employee has the right to appeal to the Human Resources Manager, or their designee, with no further right of appeal.

Section 3. Any employee who disregards or violates outside employment restrictions shall be subject to written reprimand, suspension, or dismissal in accordance with City and Departmental rules and regulations.

Section 4. The City shall bear no responsibility or liability for any injury while engaging in off-duty employment. Employees covered hereunder are expected to be physically and mentally fit to perform their law enforcement job duties. No employee shall receive any special consideration or benefit due to an injury or illness resulting from off-duty employment.

ARTICLE 34

DRUG TESTING

Section 1. The City and the Union mutually agree that the use of unlawful drugs, alcohol, and other illegal controlled substances constitutes a danger to the employee, fellow employees, and the general public. It is further agreed that the safety of public property and equipment is placed at jeopardy if an employee is under the influence of drugs and alcohol. The purpose of this Article is to:

A. Promote the goal of a drug-free workplace through fair and reasonable drug testing methods for protection of employees covered by this Agreement and the City.

B. Provide employees who have drug use problems with an opportunity to participate in an employee assistance program or an alcohol and drug rehabilitation program.

C. Provide for confidentiality of testing results.

Section 2. The City will implement a Drug Testing Policy, with the input and approval of the Union, within sixty (60) days of the ratification of this agreement. If a City policy is not agreed to and implemented within the time period described, either party may open this article for renegotiation.

ARTICLE 35

ON-THE-JOB INJURY

Section 1. The City shall provide workers' compensation coverage for all bargaining unit employees, including probation employees, in accordance with Florida Statutes, Chapter 440.

Section 2. All cases of accident or injury occurring on the job shall be reported immediately to supervision in accordance with statutory provisions and the provisions of the City of Cocoa Safety Manual.

Section 3. Bargaining unit employees who sustain a compensable on-the-job injury and who are determined by competent medical authority to be temporarily, totally disabled from performing their duties shall receive workers' compensation wage benefits, as prescribed by law, except that the City will provide bargaining unit employees with paid injury leave equal to their regular 40 hours weekly pay. Such injury leave shall be in lieu of Workers' Compensation wage replacement benefits and shall not exceed a total combined benefit of up to three (3) months from the date of the initial compensable injury or the date the employee is released to modified duty by the City Managed Care Network authorized treating physician, whichever date is earlier. Such regular weekly pay shall be adjusted in accordance with any wage increases as provided in the Collective Bargaining Agreement.

Section 4. After the expiration of the three (3) months of paid injury leave, bargaining unit employees shall receive the statutory 66 2/3% workers' compensation wage replacement benefits

unless the employee has been released to modified or full duty by the City Managed Care Network authorized treating physician. The City Manager may, at his/her discretion, extend the period of time that the City will supplement the workers' compensation wage benefit: the City Manager's decision in this regard shall not be grievable. Bargaining unit employees may supplement wage replacement benefits with accumulated sick leave, compensatory time and vacation leave provided that the combined income from their City leave benefits and the workers' compensation wage benefits does not exceed 100% of their regular weekly gross wages.

Section 5. Seniority will continue to accumulate during the period of absence due to a workers' compensation disability.

Section 6. Injured bargaining unit employees may be required to be examined by a medical authority, provided by the City, who shall determine the employee's condition and fitness for return to full-time, part-time, and/or restricted duty.

Section 7. In accordance with the provisions of the City's Return to Work Program, a bargaining unit employee will be returned to modified duty following an on-the-job accident, in his/her own department or any department of the City, with no reduction in pay, based on medical verification of ability to perform the modified duty. The employee's salary while on modified duty will be paid by his/her department even if he/she is temporarily assigned to another department for the purpose of modified duty.

Section 8. An employee who is working on authorized modified duty and who has not exhausted their three (3) months paid injury leave, will receive regular pay for partial or full day absences to attend medical appointments related to the on-the-job injury provided the employee has arranged to be excused from work in advance by supervision and has submitted verification of attendance at the medical appointment. Otherwise, the employee will not be paid regular pay

but may file for workers' compensation wage replacement benefits, if eligible, or may request to be paid sick leave, if available.

Section 9. An employee who is working on authorized modified duty, and who has exhausted their three (3) months paid injury leave, will receive regular pay (i.e., no leave benefits will be charged) for the absence of less than one (1) workday for medical appointments related to the on-the-job injury provided the employee has submitted documentation of the necessity for the appointment, has arranged to be excused from work in advance by supervision, and provided the employee is at work prior to and/or after the appointment.

Section 10. In the event that a bargaining unit employee, who has exhausted their three (3)_months paid injury leave, is absent for an entire workday for a medical appointment, the employee will not be paid regular pay, but may file for wage loss benefits, if eligible, or may request to be paid sick leave, if available.

Section 11. Keeping within federally protected guidelines, employees who are on total or partial disability due to a work related injury, shall report their ability to return to work progress weekly through a telephonic discussion with the Police Chief or his/her designee.

Section 12. Any employee who is injured on the job and is unable to return to work within six (6) months from the time they were properly diagnosed, treated, and followed doctor's recommendations shall be medically terminated from the City. Treatment is defined as the prescribed procedure, such as surgery, to reach maximum medical improvement. The six (6) month time period may be extended, if warranted (ie. The employee will be able to return to full duty within eight (8) weeks, for example) by the City Manager. After medical termination, the employee may apply for his/her position when deemed eligible to return to work full duty and meets the qualifications of the job.

ARTICLE 36

PERFORMANCE EVALUATIONS

Bargaining unit members shall be evaluated at least annually in accordance with the City's Performance Evaluation System, using evaluation forms developed by the City with input from the PBA. Performance evaluations shall be prepared by the employee's immediate supervisor, and will be subject to final approval by the Chief of Police or his/her designee.

ARTICLE 37

DURATION

Section 1. This entire Agreement shall become effective upon ratification by the Union and the City Council, except where otherwise specified herein, and remain in effect up to and including September 30, 2018. It is specifically agreed between the parties that no wage increase shall be made after September 30, 2018 unless agreed to by the parties.

Section 2. If either the City or the PBA desires to modify, amend, or terminate this Agreement at its normal expiration date, other than as specified in: Article 8 Assignments and Transfers, Article 16 Pension, Article 20 Education Assistance, and Article 34 Drug Testing. Official notice of such desire must be given in writing at least one hundred twenty (120) days prior to the expiration date of this Agreement. Such notice shall contain the Title(s) or the Article(s) the parties wish to add, alter, or amend. Only those Articles will be subject to negotiation.

Section 3. Within thirty (30) days following receipt of such notice, unless there is mutual agreement to the contrary, the City and the PBA shall commence negotiations.

SIGNATURE PAGE

CITY OF COCOA, FLORIDA	POLICE BENEVOLENT ASSOCIATION
_____	_____
HENRY U. PARRISH III, MAYOR	KIMBERLY KILPATRICK PRESIDENT
_____	
JOHN A. TITKANICH, JR CITY MANAGER	
_____	_____
DATE SIGNED	DATE SIGNED

City of Cocoa- Coastal Florida
PBA Voluntary Annual Time Pool Donation Form

Name:_____ No. _____

I, _____, hereby irrevocably and voluntarily authorize the donation of ____ hours of my accrued annual leave to the time pool (hereinafter the "pool") established by the collective bargaining agreement executed by the CFPBA Bargaining Unit and the City of Cocoa, Florida. I understand that my donated leave will only be used to pay CFPBA Bargaining Unit representatives to conduct or attend to union business.

Furthermore, I hereby waive all rights and claims attendant to my donation and to the pool and release the City and all its officers from any liability therefore.

_____ _____

Employee Signature Date

_____ _____

Logged in by Date

EXHIBIT B

City of Cocoa- Coastal Florida PBA

Time Pool Use Request

Name: _____ No. _____

I, _____, hereby request the use of ____ hours from the annual time pool (hereinafter the "pool") for the purpose of attending or conducting union business on _____.

I understand that the hours requested above are contingent upon an available balance in the pool. I further understand that if sufficient hours are not available, my personal vacation accrual will be reduced by the hours requested above.

_____ _____
Employee Signature Date

_____ _____
Chief's approval Date

_____ _____
Logged in by: Date

Legislation Details (With Text)

File #:	16-416	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	City Business
File created:	9/9/2016			**In control:**	City Council
On agenda:	9/27/2016			**Final action:**	
Title:	Ordinance No. 17-2016/1st Reading: Amending Section 2-4 of the City Code regarding purchasing and contract procedures modifying the formal bid threshold from twenty-five thousand dollars ($25,000) to thirty-five thousand dollars ($35,000), and ratifying all prior City purchases that required a formal sealed bid pursuant to Section 2-4 of the City Code. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 17-2016				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 9, 2016
Agenda Date: September 27, 2016
Prepared By: Sonja Hamilton-Suarez, Purchasing Manager
Through: Teri Butler, CGFO, Finance Director
Requested Action:
Approve the first reading of Ordinance 17-2016 amending Section 2-4 of the City Code regarding purchasing and contract procedures modifying the formal bid threshold from twenty-five thousand dollars ($25,000) to thirty-five thousand dollars ($35,000), and ratifying all prior City purchases that required a formal sealed bid pursuant to Section 2-4 of the City Code.

BACKGROUND:

The City maintains a local bidding policy that requires formal bids for purchases of goods and services over a certain dollar amount threshold. Purchases below that bidding threshold are still subject to the City obtaining competitive quotes. This policy is set forth in both City's Financial Operations Manual (FOM) and Section 2-4 of the City Code.

Section 2-4 of the City Code, which was last amended in 2010, provides that the formal bidding threshold is equal to "twenty-five thousand dollars ($25,000) or more". In April of 2015, the City amended the FOM, Section 12.1.c, to increase the minimum formal threshold amount for requiring formal sealed bids from twenty-five thousand dollars ($25,000) to thirty-five thousand dollars ($35,000). The FOM amendment was based on the same bidding threshold for Category Two purchases that govern state agencies and other purchases of goods and services subject to Section 287.017, Florida Statutes. Due to an oversite, Section 2-4 has not yet been updated to correspond with the previous change in the FOM.

STRATEGIC PLAN CONNECTION:

This is an operational function.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

On October 12, 2010, City Council approved Ordinance No. 16-2010 amending section 2-4 of the code of ordinances, “Purchasing and contract procedures”.

On April 14, 2015, City Council approved Resolution No. 2015-21 amending the FOM.

RECOMMENDED MOTION:

Approve the first reading of Ordinance 17-2016 amending Section 2-4 of the City Code regarding purchasing and contract procedures modifying the formal bid threshold from twenty-five thousand dollars ($25,000) to thirty-five thousand dollars ($35,000) and ratifying all prior City purchases that required a formal sealed bid pursuant to Section 2-4 of the City Code.

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ORDINANCE NO. 17-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 2-4 OF THE CITY CODE REGARDING PURCHASING AND CONTRACT PROCEDURES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, RATIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City previously amended the City's Financial Operations Manual to increase the minimum threshold amount for requiring formal sealed bids regarding City purchases from $25,000 to $35,000; and

WHEREAS, the City Council desires to update section 2-4 of the City Code to also provide that the minimum threshold amount for requiring formal sealed bids regarding City purchases shall be $35,000; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. **Code Amendment.** The City of Cocoa Code of Ordinances, Section 2-4(a) of the City Code, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions):

Sec. 2-4. - Purchasing and contract procedures.

(a) The city manager shall be responsible for city purchasing. Competitive prices for all purchases and public improvement shall be obtained and the purchase made from, or the contract awarded to, the lowest and best bidder. The city manager shall have the authority to contract for and authorize payment for purchases in amounts not exceeding fifty thousand dollars ($50,000.00). All purchases in excess of fifty thousand dollars ($50,000.00) must be approved by the city council. Formal sealed bids shall be obtained in all transactions involving the expenditures of ~~twenty~~ thirty-five thousand dollars ($~~2~~35,000.00), or more. Formal sealed bids over fifty thousand dollars ($50,000.00) will

be submitted to and approved by the council; provided, that in cases where the council indicates by formal resolution upon the written recommendation of the city manager that it is clearly to the advantage of the city to contract without competitive bidding, it may so authorize. Detailed purchasing and contract procedure may be established by ordinance or resolution. The council may also authorize the making of public improvements or the performing of any other civil work by any city department or agency without competitive bidding.

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Incorporation Into Code.** This Ordinance shall be incorporated into the City Code of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 6. **Ratification.** All prior City purchases that required a formal seal bid pursuant to Section 2-4 of the City Code because such purchases were $25,000, but less than the new minimum threshold of $35,000, are hereby ratified and deemed by the City Council to be in compliance with the provisions of Section 2-4 of the City Code.

Section 7. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

[Adoption Page Follows]

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2016.

_____
HENRY U. PARRISH, Mayor

ATTEST:

_____
CARIE SHEALY, CMC
City Clerk

First Reading: September 27, 2016

Legislation Details (With Text)

File #:	16-419	**Version:**	1	**Name:**	
Type:	Report			**Status:**	City Business
File created:	9/9/2016			**In control:**	City Council
On agenda:	9/27/2016			**Final action:**	
Title:	Approve the Memorandum of Understanding between the City of Cocoa and Brevard County in the amount of $303,919; approve the Agreement between the City of Cocoa and Community Housing Initiatives, Inc. in the amount of $520,000; and allow the City Manager to execute all associated closing documents in order to complete the transfer and construction of the four (4) homes within the Regina Myra Subdivision. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Request for Funds Brevard County.pdf MOU - Cocoa Brevard County2016.pdf CHDO Agreement.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 13, 2016
Agenda Date: September 27, 2016
Prepared By: Nancy A. Dresser, Deputy Community Services Director
Through: Steven P. Belden, AICP Community Services Director
Requested Action:
Approve the Memorandum of Understanding between the City of Cocoa and Brevard County in the amount of $303,919; approve the Agreement between the City of Cocoa and Community Housing Initiatives, Inc. in the amount of $520,000; and allow the City Manager to execute all associated closing documents in order to complete the transfer and construction of the four (4) homes within the Regina Myra Subdivision.

BACKGROUND:

The genesis of this project began in 2004 with the City's desire to bring new quality infill affordable housing to the City. In fiscal year 2004/05 the City awarded HOME Investment Partnership Program (HOME) funds, and in fiscal year 2005/06 Community Development Block Grant (CDBG) funds, to Central Florida Community Development Corporation ("Corporation") to promote the construction of affordable infill housing. On May 9, 2006, in furtherance of the purpose of these awards, the City initially entered into a Development Agreement, as modified on February 27, 2007, March 18, 2008, and October 28, 2008 ("Agreement") with the Corporation. Pursuant to that Agreement, the Corporation was required to create a subdivision consisting of eight (8) single family units for sale to qualified low and very-low income families. The initial timeline for completion was one year after the

Corporation acquired the Property. However, the Corporation struggled to complete the project within the timeline despite the City's efforts to assist the Corporation, including granting several extensions of time. The Agreement was eventually terminated by the City and the City was required to pay back a portion of the funds initially invested.

During the time of construction, TD Bank acquired an interest in a Line of Credit obtained by the Corporation which encumbered the subject property and project. TD Bank subsequently took title to the entire property and project in a foreclosure proceeding on December 17, 2012 (Circuit Court Case No. 05-210-CA-059705). In early 2014, TD Bank advised the City that several City code enforcement liens on the subject property (unfinished and boarded structures) were holding up other TD Bank real estate transactions within Brevard County because the City's lien ran against all property owned by TD Bank within Brevard County pursuant to chapter 162, Florida Statutes. As a result, TD Bank offered to convey title to the entire Regina Myra Subdivision project to the City of Cocoa at no cost to the City other than the City relieving them of the City's code enforcement liens. On March 11, 2014, City Council approved TD Bank's offer to convey to the City of Cocoa fee simple title of the Regina Myra Subdivision. The conveyance occurred on June 9, 2014.

As directed by City Council, staff incorporated the property into the City's affordable housing program under the HOME Program. The City of Cocoa, in partnership with Brevard County and the cities of Melbourne, Palm Bay, and Titusville receives HOME Investment Partnership (HOME) funds through a consortium. At least 15 percent of the HOME annual allocation must be set aside for affordable housing activities to be undertaken by Community Housing Development Organization's (CHDO's). A CHDO is a specific type of nonprofit organization as defined in Sect. 92.2 of the HOME final rule, 24 CFR Part 92, published in the Federal Register on September 16, 1996. Since HOME and HOME CHDO funds are being used for this project, staff requested proposals from eligible CHDO's to complete the development of the project.

On September 23, 2014, Community Housing Initiative, Inc., (CHI) was selected as the CHDO developer to complete the first four (4) homes which were partially constructed and sell them to income eligible buyers. Completion of the sidewalk and curbing around the subdivision was completed using general funds budgeted within the Public Works Department in FY14/15. Also, the City committed $272,843 in HOME funds to complete construction, $49,391 of that was City of Palm Bay HOME CHDO funds.

Upon completion of the fourth home, a total of $346,335.37 was expended (sales proceeds were reprogrammed after the first home sold to complete the project), approximately $86,518.87 per unit. Additionally, $252,038.41 in State of Florida Hardest Hit down payment assistance funds, private mortgages, and owner contributions were provided towards the project. The four (4) homes sold for appraised value, as required by HOME Regulations, which was $72,000. The first phase of the project was completed in 2015.

To complete the second phase of this project, City staff drafted a memo to Brevard County requesting that they consider partnering with the City. After a brief presentation on the project to the Brevard County Affordable Housing Council (Council), the Council unanimously recommended to the Brevard County Board of County Commissioners (BoCC) that $303,919 in Brevard County HOME funds be awarded to the Regina Myra project. Without Brevard County's partnership the City would not be able to complete the second phase in its entirety. The attached Memorandum of Understanding (MOU) between the City of Cocoa and the Brevard County Board of County Commissioners outlines the parameters of the partnership. It is anticipated that the MOU will be

approved by the BoCC on September 20, 2016.

Attached for your approval is the Agreement between the City of Cocoa and Community Housing Initiative, Inc., in the amount of $520,000. The City is current title holder of the property and shall transfer title of the four (4) lots prior to the Developer preceding construction. This will allow the Developer to obtain builders risk insurance. The lots are identified as: 400 & 404 D Street and 345 & 349 Lucas Lane. Once a qualified buyer is found, title shall transfer from the Developer to the homebuyer. A portion of the sales proceeds will be used to complete the construction of the last of the four (4) homes as it is anticipated that $520,000 will not be sufficient to complete the project. Lastly, because federal funds are being used a Phase 1 Environmental Assessment was completed. The Phase 1 recommended a Noise Assessment and there were several recommendations to reduce the decibel level due to the proximity of the project to the railroad tracks. These recommendations have been incorporated into the project.
Staff is requesting City Council approve the Memorandum of Understanding between the City of Cocoa and Brevard County in the amount of $303,919; approve the Agreement between the City of Cocoa and Community Housing Initiatives, Inc. in the amount of $520,000; and allow the City Manager to execute all associated closing documents in order to complete the transfer and construction of the four (4) homes within the Regina Myra Subdivision.

STRATEGIC PLAN CONNECTION:

Community Development- (Redevelopment of the City's Core) By completing the construction of the homes, the units will be available to eligible homebuyers.

BUDGETARY IMPACT:

The funds are budgeted in FY16/17, HOME Investment Partnership Program, $216,081 from City of Cocoa HOME funds and $303,919 from Brevard County HOME funds. Brevard County HOME funds have a commitment deadline of 9/30/16. However, funds will not be expended until after October 1st and provided approval of the FY2017 budget.

Amount Requested	$520,000
Account Number	104-3240-554-83-00
Account Name	HOME

PREVIOUS ACTION:

On September 23, 2014 City Council approved a Memorandum of Understanding between the City of Cocoa and the City of Palm Bay in the amount of $49,391; and approved an Agreement between the City of Cocoa and Community Housing Initiatives, Inc., in the amount of $272,843 to complete construction of the first four (4) homes within the Regina Myra Subdivision.

RECOMMENDED MOTION:

Approve the Memorandum of Understanding between the City of Cocoa and Brevard County in the amount of $303,919; approve the Agreement between the City of Cocoa and Community Housing Initiatives, Inc. in the amount of $520,000; and allow the City Manager to execute all associated

closing documents in order to complete the transfer and construction of the four (4) homes within the Regina Myra Subdivision.

Community Services Department
65 Stone St. I Cocoa, FL 32922
Phone: (321) 433-8511 I Fax: (321) 433-8543

April 1, 2016

Dorenda Christian, Special Projects Coordinator
Brevard County Housing and Human Services
2725 Judge Fran Jamieson Way; B-106
Viera, Florida 32940

Dorenda:

The City of Cocoa is requesting the Brevard County HOME Consortium consider partnering to complete the construction of four (4) homes within the Regina Myra Subdivision. The subdivision consists of eight (8) single family lots for sale to qualified low and very-low income families and a pocket park, four (4) homes were constructed in 2015. The four (4) remaining units shall be three (3) bedroom, two (2) bathroom, two car garage and will be located at 345 Lucas Lane, 349 Lucas Lane, 400 D Street, and 404 D Street.

- The City of Cocoa shall commit all available HOME and CHDO funds to the project, which is approximately $216,081.

- The City of Cocoa's role is primary funder and grant manager for the Project. City staff will perform project oversight and grant management to the CHDO during the construction phase. The City shall monitor compliance with HOME Program requirements for the duration of the HOME affordability period. The affordability period will begin on the first day after project completion in IDIS. Project completion shall be defined as the date the project is completed and closed in IDIS. The affordability period shall be ensured through a lien on the property or a Land Use Restriction Agreement (LURA). A LURA shall only be used for resale provisions.

- The City of Cocoa shall ensure all of HUD's HOME Program and Florida Building Code requirements are met. Also, the City of Cocoa shall ensure homebuyers occupying the units meet income eligibility requirements and all HOME Program requirements. The City of Cocoa's Housing and Neighborhood Services Division will continue to monitor the Project according to the terms outlined in the Agreement.

- The City of Cocoa shall perform the Environmental Review on the Project and shall be responsible to ensure the project is in compliance with all HOME Program Rules.

- A copy of any project documents and any correspondence related to this project shall be provided to the Brevard County HOME Consortium upon request.

- Once all four (4) homes are constructed, the City of Cocoa will then use any remaining CHDO sales proceeds to continue to build affordable housing within the Diamond

Square Redevelopment Area (DSRDA). The DSRDA Agency currently owns six (6) lots on Whaley Street and the City of Cocoa currently owns two (2) vacant lots on Davis Street (Lot 1 and 9). Also, the City of Cocoa is in the process of purchasing 22 lots within the Magnolia Pointe subdivision. The closing should be completed by May.

The estimated time to complete the project is below:

Request for Proposals to CHDO's	Mid April 2016
Review and award project, draft CHDO Agreement and MOU with County to Council	June 2016
Funds are available, Purchase Order processed	July 2016
Title Transfer from the City to the CHDO	July 2016
Permits submitted to Building Division	July 2016
Notice to Proceed Issued	August 2016
Mobilization and construction	August - October 2016
All homebuyer closing completed	November 2016
Project Closeout	December 2016

Since we have not accepted RFP's from CHDO's yet for this project, we anticipate each unit will cost approximately $130,000 including developer fee. Appraised value is anticipated to be approximately $72,000-$75,000 and down payment assistance of $10,000-$20,000 per unit. Total construction costs is anticipated to be $520,000, the City of Cocoa's contribution shall be $216,081 leaving a funding gap of $303,919. Please let me know if Brevard County might be interested in partnering with Cocoa on this endeavor using HOME and/or SHIP funds in the amount of $303,919.

Sincerely,

Nancy A. Dresser
Deputy Community Services Director
City of Cocoa
ndresser@cocoafl.org I 321-433-8511

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE CITY OF COCOA and THE BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

This Memorandum of Understanding (MOU)**,** made and entered into this ____ day of _____, 2016, by and between the City of Cocoa, a municipality, (hereinafter "Cocoa"), and the Brevard County Board of County Commissioners, a political subdivision of the state of Florida (hereinafter "Brevard County").

WITNESSETH:

WHEREAS, the National Affordable Housing Act of 1990 has authorized the U.S. Department of Housing and Urban Development, (hereinafter referred to as "HUD"), to provide financial assistance through the HOME Investment Partnership Program ("HOME") to local governments for the production of affordable housing; and

WHEREAS, Brevard County, while eligible to receive HOME funds as an Urban County, is desirous of increasing local receipt of federal funding for the provision of affordable housing through an Interlocal Agreement; and

WHEREAS, pursuant to 24 CFR Part 92.101, Brevard County in partnership with the cities of Cocoa, Titusville, Melbourne, and Palm Bay receives HOME funds through a consortium, known as the Brevard HOME Consortium.

The purpose of this Memorandum of Understanding (MOU) is to list the funding contributions from Brevard County and Cocoa and the duties and responsibilities of the both parties. As the lead agency for this project, Cocoa will be responsible for the oversight, development and on-going HOME Program monitoring of four (4) single-family housing units located at 345 & 349 Lucas Lane (Lots 3 & 4) and 400 & 404 D Street (Lots 5 & 6) in partnership with a Community Housing Development Organization (CHDO).

The CHDO will be the Developer on this project, acting in accordance with all HOME requirements for successful implementation of the project. The CHDO will complete the four (4) single-family homes as three (3) bedroom, two (2) bathroom, one (1) car garage homes. The CHDO shall find qualified income eligible buyers and keep all records relating to the buyers and the properties for the minimum retention period. Cocoa shall transfer ownership to the selected CHDO, and at closing title shall transfer from the CHDO to the qualified eligible homebuyer. A lien shall be placed on the property for the amount of development subsidy and down payment assistance in accordance with HOME regulations.

I. CONTRIBUTIONS BY AGENCY

The total amount of funds allocated to the Project shall not exceed $520,000 including construction, inspections, down payment assistance, closing costs and developer fees. The projected sources and uses of funds are as follows:

SOURCE OF FUNDS		AMOUNT	TOTAL
Cocoa HOME CHDO Funds –	$ 6,358		
Cocoa HOME Funds –	$ 209,723	$ 216,081	
Brevard County Funds -	Entitlement = $250,000		
	CHDO = $53,919	$ 303,919	
			$ 520,000
USE OF FUNDS:			
Construction Costs/Inspection Fees/Down Payment Assistance Developer Fee			**$ 520,000**

II. CITY OF COCOA RESPONSIBILITIES

1. Cocoa staff will perform project oversight and grant management to the CHDO during the construction phase. Cocoa shall monitor compliance with HOME Program requirements for the duration of the affordability period. The affordability period shall be defined as the first day after project completion in IDIS. Project completion shall be defined as the date the project is completed and closed in IDIS. The affordability period shall be ensured through a lien on the property or a Land Use Restriction Agreement (LURA). A LURA shall only be used for resale provisions.

2. Cocoa shall ensure all of HUD's HOME Program and applicable City of Cocoa and the Florida building code requirements are met by conducting inspections. Also, Cocoa shall ensure homebuyers occupying the units meet income eligibility requirements and all HOME Program requirements.

3. Any and all copies of project documents, monitoring reports and any correspondence related to this project shall be provided to Housing and Human Services upon request.

4. All Program Income and Recaptured Funds generated by approved activities shall be retained, tracked and utilized for additional eligible activities by Cocoa.

III. BREVARD COUNTY RESPONSIBILITIES

1. Brevard County shall inspect the properties throughout the construction period to ensure compliance with all HOME Program requirements. Brevard County inspector(s) will coordinate with Cocoa on the inspection reimbursement requests.

2. Upon approval of this MOU, Brevard County shall commit to providing HOME Entitlement and CHDO funds in the amount of $303,919 to the project.

3. Brevard County shall perform the Environmental Review on the Project to ensure the project is in compliance with all HOME Program Rules.

If the Agreement between Cocoa and the CHDO is terminated by either party or the project is not completed within the designated timeframes, all funds received from Brevard County shall be reimbursed.

In accordance with 24 CFR 85.43, suspension or termination may occur if Cocoa materially fails to comply with any term of this Agreement. The Agreement may also be terminated for convenience in accordance with 24 CFR 85.44, which provides for termination for mutual convenience or partial termination for specified reasons.

Both parties hereby agree that the following events constitute a material failure sufficient to warrant suspension of payments:

1. Improper use of HOME funds.
2. Failure to comply with terms of this Agreement.
3. Intentional submittal of incorrect or incomplete documentation in any material respect.

WITNESS OUR HANDS EFFECTIVE September 27, 2016.

ATTEST **CITY OF COCOA**

_____ _____

Carie Shealy, City Clerk John A. Titkanich, Jr., City Manager

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____ who is personally known to me, or produced _____as identification, and who did not take an oath.

Stamp: _____

Notary Public Date

ATTEST

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

_____

_____
Stockton Whitten, County Manager

_____
Rebecca Behl-Hill, Assistant County Attorney

STATE OF FLORIDA
COUNTY OF BREVARD
The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____ who is personally known to me, or produced _____ as identification, and who did not take an oath.

Stamp:

_____
Notary Public Date

AGREEMENT BETWEEN THE CITY OF COCOA, FLORIDA AND COMMUNITY HOUSING INITIATIVE, INC.

THIS AGREEMENT, entered this **27th** day of **September, 2016** by and between the City of Cocoa, Florida, a municipal corporation herein referred to as "City" and Community Housing Initiative, Inc., a private non-profit organization qualified as a "Community Housing Development Organization" (CHDO) as defined by the U.S. Department of Housing and Urban Development (HUD) in 24 CFR Part 92, hereinafter referred to as the "Developer".

WITNESSETH

WHEREAS, Brevard County as the "lead entity" of the Brevard County HOME Consortium has certified Community Housing Initiative, Inc., as a CHDO and eligible to receive HOME Investment Partnership Program (HOME) CHDO funds; and

WHEREAS, Brevard County has entered into an agreement with the City authorizing and directing the City to utilize Brevard County HOME Consortium funds for eligible HOME activities and projects; and

WHEREAS, the City has the authority to enter into a binding agreement for the expenditure of all or a portion of the City's share of the Brevard County HOME Consortium funds; and

WHEREAS, the HOME regulations contained in 24 CFR Part 92 as now in effect and as may be amended from time to time, govern and constitute a part of this Agreement by reference; and

WHEREAS, the City of Cocoa and Brevard County have entered into a Memorandum of Understanding (MOU) to identify the funding contributions and the duties and responsibilities from each jurisdiction; and

WHEREAS, the City has determined that services to be provided by the Developer comply with the regulations governing the expenditure of HOME CHDO funds; and

WHEREAS, the Developer requested HOME CHDO funds to implement an infill housing project to complete the construction of four (4) new homes to benefit low- or very- low income families, hereinafter referred to as the "Project", and is awarded ***Five hundred twenty thousand, dollars ($520,000)*** in Brevard County HOME Consortium HOME entitlement and CHDO funds to complete construction of four (4) single family homes within the Regina Myra Subdivision.

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions hereinafter set forth, the City and the Developer agree as follows:

Section I. Definitions

A. "*CFR*" means the United States Code of Federal Regulations.
B. "*CHDO*" means Community Housing Development Organization, as defined by the U.S. Department of Housing and Urban Development in 24 CFR Part 92.
C. "*CITY*" means City of Cocoa, Florida
D. "*CONSORTIUM*" means Brevard County HOME Consortium
E. "*COUNTY*" means Brevard County Board of County Commissioners
F. *"FMR"* means the Fair Market Rent, as established and published annually by HUD.
G. "*HOME*" means HOME Investment Partnership Program.
H. "*HUD*" means the United States Department of Housing and Urban Development.
I. "*OMB*" means Office of Management and Budget.
J. "*DEVELOPER*" means Community Housing Initiative, Inc.
K. *"U.S.C." means the United States Code.*
L. *"*Low income*" means household income not exceeding 80% of the median annual gross income within the Melbourne-Titusville-Palm Bay Metropolitan Statistical Area as determined by HUD, with adjustments for family size.*
M. *"*Very low income*" means household income not exceeding 50% of the median annual gross income within the Melbourne-Titusville-Palm Bay Metropolitan Statistical Area as determined by HUD, with adjustments for family size.*

Section II. Use of HOME Funds

The Developer shall, in a satisfactory and proper manner as determined by the City, perform the tasks necessary to conduct the CHDO project outlined in the Statement of Work, fully described in Exhibits "A" (Project Narrative), "B" (Project Budget), and "C" (Project Schedule) which are attached hereto respectively, and incorporated herein by this reference. The Developer agrees to manage the completed Project in accordance with the regulations contained in 24 CFR Part 92.

Section III. Project Requirements

A. PROPERTY STANDARDS

The Developer shall be responsible for ensuring that the Project meets all HOME Regulations and applicable local codes and ordinances, prior to closing and again upon final payment after completion of work. Developer shall comply with the Florida Building Code. Housing must meet the property standards in §92.251 and accessibility requirements. The Developer shall ensure the homes meet the required 1992 Model Energy Code for energy efficiency and shall use Energy Star products. The Developer agrees to maintain property, promptly pay all impact fees, taxes, liens and insurance premiums due prior to transferring property to an eligible homebuyer. Under no circumstances shall the Developer obtain a construction line of credit and have a lien placed upon the properties.

The City shall inspect the Project in accordance with city inspection policies and procedures. Brevard County shall inspect the properties throughout the construction period to ensure compliance with all HOME Program requirements. Brevard County inspector(s) will coordinate with Cocoa on the inspection reimbursement requests. [§92.251(g)]

B. QUALIFICATION AS AFFORDABLE HOUSING

The HOME-assisted homebuyer requirements set forth in Section 215 of the HOME statute are promulgated in the HOME rule found at 24 CFR Part 92. Specifically, 24 CFR 92.254, *Qualification as Affordable Housing: Homeownership*, states that in order for homeownership housing to qualify as affordable housing it must:

- Be single-family, modest housing,
- Be acquired by a low-income family as its principal residence, and
- Meet affordability requirements for a specific period of time as determined by the amount of assistance provided.

To ensure affordability, the City shall impose either resale or recapture requirements on the housing. The HOME rule at §92.254(a)(5) establishes the resale and recapture requirements the City shall impose. The City shall monitor compliance with HOME Program requirements for the duration of the HOME affordability period. The affordability period will begin on the first day after project completion in IDIS. Project completion shall be defined as the date the project is completed and closed in IDIS. The affordability period shall be ensured through a Land Use Restriction Agreement (LURA).

The resale or recapture provisions are triggered by any transfer of title, either voluntary or involuntary, during the established HOME period of affordability. The written resale and/or recapture provisions are clearly described within the Brevard County HOME Consortium annual Action Plan, including the specific circumstances under which these provisions will be used, and how the City shall enforce the provisions. If the City provides down payment and development subsidy assistance to the home buyer, recapture provisions shall be used. If the City only provides HOME assistance to develop the unit and HOME funds are not used to lower the purchase price from fair market value to an affordable price, resale provisions must be used.

The Developer agrees that the Project will remain as affordable housing and the following requirements will be meet the HOME affordability period requirements. For homebuyer programs the affordability period shall be a period of ten (10) years for assistance less than $40,000 and a period of fifteen (15) years for assistance of $40,000 or more than from the date of the homebuyer closes in accordance with 24 CFR 92.254, this is known as the “affordability period.” The housing must be acquired by a homebuyer whose family qualifies as a low- income family and the housing must be the principal residence of the family throughout the affordability period.

The newly constructed housing shall have an initial purchase price for the type of single family housing that does not exceed 95 percent of the median purchase price for the area.

C. SUBSIDY LIMITS

A minimum of $1,000 in HOME funds must be invested in each assisted unit. The maximum per unit subsidy shall be 100 percent of the 221(d)(3) limit.

The total amount of original and additional HOME assistance may not exceed the maximum per-unit subsidy amount established under *§ 92.250*.

D. CONTRACT TO PURCHASE

If HOME funds are used to assist a homebuyer who has entered into a contract to purchase housing to be constructed, the homebuyer must qualify as a low-income family at the time the contract is signed.

The Developer is required to have a ratified sales contract with an eligible homebuyer within six (6) months of construction completion, or the unit must be converted to a HOME rental unit in accordance with *§92.254(a)(3).* Sales price shall be determined by a recent appraisal of the completed unit.

Homebuyers must receive housing counseling before receiving HOME assistance (down payment assistance) or purchasing a HOME-assisted unit in accordance with *§92.254(a)(3).*

E. SCOPE OF SERVICES

The Developer shall complete this project in accordance with all HOME requirements. The Developer shall finish construction of the four (4) housing units within the Regina Myra Subdivision (345 Lucas Lane, Lot 4; 349 Lucas Lane, Lot 3; 400 D Street, Lot 5; and 404 D Street, Lot 6). If funding permits, the Developer may complete construction of all four (4) units at the same time.

The Developer shall find qualified income eligible buyers and keep all records relating to the buyers as well as, the properties and will provide support to the homebuyers until closing and beyond as indicated. Client files shall be reviewed and approved for eligibility by the City's Housing Program Manager prior to an award letter and prior to closing. At closing, title shall transfer from the CHDO to the homeowner. A lien shall be placed on the property for the appraised value of the property in accordance with HOME regulations. A complete client file shall be submitted to the City on or before a final draw for the unit.

The Developer is responsible to ensure that all impact fees, tap on fees and any other miscellaneous development charges are paid for. The Developer is responsible to ensure that all four (4) units receive a Certificate of Occupancy and transfer title to an income eligible homebuyer. The Developer is responsible to record all HOME affordability agreements. A Developer fee shall not be reimbursed until successful completion of each closing.

E. DISPOSITION OF PROCEEDS OF SALE

The Developer shall retain all sales proceeds until completion of the fourth unit. Upon completion and sale of all units and remaining sales proceeds shall be returned to the City with a detailed spreadsheet of all expenses and tracking of sales proceeds.

Section IV. Affirmative Marketing

The Developer agrees to affirmatively market its Project in accordance with the Brevard County's Affirmative Marketing Plan that constitutes a part of this Agreement by reference.

Section V. Requests for Disbursement of Funds

The Developer may not request HOME funds until such time as funds are needed for payment of eligible costs per the schedule outlined in Exhibit "B" (Project Budget). The maximum amount of HOME funds and HOME CHDO funds available for the Project, including developer fees is $520,000 however, sales proceeds may be used to complete construction of the units based upon the agreed upon Proposal and any approved Change Orders.

Section VI. Records and Reports

A. RECORDS

The Developer shall maintain all necessary financial records pertaining to the expenditure of HOME funds (e.g. receipts, invoices and support material), which records shall include, but not be limited to, those records which meet the financial management system requirements of the federal Office of Management and Budget (OMB) issued Super Circular, December 26, 2013, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." The Super Circular supersedes and streamlines requirements from OMB Circulars A–21, A–87, A–110, and A–122 (which have been placed in OMB guidance); Circulars A–89, A–102, and A–133; and the guidance in Circular A–50 on Single Audit Act follow-up. Records shall be maintained for a period of five (5) years after the Project completion date.

The Developer shall be required to maintain file records on each property and homebuyer. The Developer shall also maintain a project file which shall at a minimum, include a copy of this Agreement, all correspondence related to the project, and documentation of compliance with applicable regulations and requirements.

B. REPORTS

The Developer shall provide written status reports to the City on a monthly basis until properties are sold to eligible homebuyers and final payment is made to Developer. Acceptable written status reports can be emailed to the City's Housing Program Manager.

Section VII. Enforcement of the Agreement

The affordability requirements of 24 CFR 92.252 shall be enforced by the conditions contained in Section III of this Agreement. If the Developer is unable to complete the

project in accordance with the terms of this Agreement, the Developer shall immediately notify the City in writing.

To secure the direct HOME subsidy provided by the City, the Eligible Purchaser shall execute a Homebuyer Assistance Agreement, a Mortgage Note, and a Mortgage Security Agreement in favor of the City of Cocoa, which shall impose these affordability requirements. Assisted units which go into default or are sold prior to the end of the affordability period are subject to subsidy recapture in accordance with HOME recapture provisions as adopted by the Brevard County HOME Consortium.

Section VIII. Duration of the Agreement

This Agreement shall become effective on the date executed and shall be binding on the City and the Developer for a period of 12 months or final payment to the Developer, whichever comes first. An extension may be granted by the City with extenuating circumstances, however, the project must be completed within four (4) years of commitment in accordance with *§92.205(e)(2).* For the purposes of complying with this requirement, "completion" shall mean that all necessary construction work has been completed and the project has received a certificate of occupancy and the project is occupied by an income eligible homebuyer.

Section IX. Program Requirements

A. GRANT ADMINISTRATION

It is understood by the parties to this Agreement that Brevard County as the "lead entity" in the Brevard County HOME Consortium, in accordance with 24 CFR Part 92, has final responsibility and authority in the administration of HOME funds within the boundaries of Brevard County. This responsibility and authority extends to ensuring that HOME funds are expended by CHDOs in accordance with all program requirements and to determining the adequacy of performance under CHDO agreements and procurement contracts. The parties to this Agreement shall cooperate with Brevard County and take appropriate action to correct performance problems and address concerns raised by Brevard County.

B. ENVIRONMENTAL REVIEW

Brevard County assumes the responsibility for environmental review described in 24 CFR 570.604 and initiating the review process under Executive Order 12372.

C. CONFLICT OF INTEREST

Except as provided herein, the City and the Developer state that to the best of their knowledge, no member of Cocoa City Council and no other officer, employee or agent of the City exercises any function of responsibility in connection with the carrying out of the Program to which this Agreement pertains, has any personal interest, direct or indirect, in the Agreement.

Except as provided herein, the parties hereto further state that financial support by the Brevard County HOME Consortium will in no way directly and personally benefit program employees, officers, or other individuals subject to the stipulations set forth

herein. The Developer (or officer, employee, agent or consultant of the Developer) may not occupy the housing units at any time during the affordability period.

D. NON-DISCRIMINATION

The City is an Equal Employment Opportunity (EEO) employer and as such encourages the Developer to voluntarily comply with EEO regulations with regards to gender, age, race, religion, sex, veteran status, country of origin, creed or the presence of any sensory, mental or physical handicap, except where there is a bona fide occupational limitation in accordance with 24 CFR Part 92. In addition, the Developer and anyone under their employment shall comply with all applicable rules, regulations and promulgation's thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. The Developer shall maintain a working environment free of discrimination or unwelcome actions of a personal nature. As applicable, the Developer shall implement the intent of this clause with the same degree of application being encouraged. When applicable, the Developer shall comply with all new federal and state EEO Regulations.

The Developer agrees **to post** in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination requirement.

The Developer agrees to affirmatively further fair housing.

E. DRUG FREE WORK PLACE

The Developer agrees to administer, in good faith, a policy designed to assure the work place is free from the illegal use, possession, or distribution of drugs or alcohol by it beneficiaries.

F. RELIGIOUS AND POLITICAL ACTIVITIES

The Developer will not require attendance at religious services, engage in proselytizing or require religious instruction as a condition of providing services. Funds provided for in this Agreement will not be utilized for religious activities, religious interests or as benefit to a religious organization 24 CFR 570.200(j). No funds provided under this Agreement, nor personnel employed by the Developer, shall engage in the conduct of political activities in violation of Chapter 15 of Title V United States Code (Hatch Act).

G. HANDICAP ACCESSIBILITY

The Developer must comply with Section 504 of the Rehabilitation Act of 1973. Section 504 states, in part, that "No otherwise qualified individual with handicaps in the United States...shall, solely by reason of his handicap, be excluded from the participation in; be denied the benefits of; or be subjected to discrimination under any program or activity receiving Federal assistance."

H. PROGRAM INCOME

Program income is determined in accordance with 24 CFR 570.500. Program

income directly generated from the use of HOME funds shall be reported by the Developer to the City and shall be repaid to the Brevard County HOME Consortium. All applicable program income received shall be used to support operational costs of this project. The use of program income by the Developer shall comply with the requirements set forth at 24 CFR 570.504.

I. INSURANCE

The Developer is responsible for purchasing builders risk insurance to cover its liabilities involving this Agreement in an amount no less than $250,000 per occurrence. A certificate of this coverage is to be submitted to the City's Housing & Neighborhood Services Division within ten (10) days from the date of the execution of this Agreement. The certificate of insurance shall reflect the City of Cocoa as additional insured. This insurance requirement shall not relieve or limit the liability of the Developer nor does the City represent that this type of insurance is sufficient or adequate to protect the Developer's interest or liabilities, but merely a minimum.

J. MONITORING & TECHNICAL ASSISTANCE

The City will monitor the performance of the Developer against goals and performance standards required herein on an **annual basis** or as otherwise deemed necessary by the City until project completion. In addition, the City shall provide technical assistance to the Developer as requested and as mutually agreed upon in the performance of the duties under this Agreement.

K. INDEMNIFICATION

The Developer shall indemnify, defend, and save harmless the City and all of its agents, officers and employees from all liability, and claims, demands, damages and costs of every kind and nature, including attorneys' fees at trial or appellate levels, and all court costs arising out of injury to or death of persons (including the Developer's employees and agents), and damage to any and all property including loss of use thereof, resulting from or in any manner, arising out of or in connection with error(s), omission(s), negligent act(s), failure to comply with prevailing local, state, federal law or regulations, intentional torts, criminal acts or other wrongs connected with activities of work by or services provided under this Agreement by its agents, servants, or employees, excepting only liability resulting from the sole negligence of the City. The Developer shall upon request from the City, defend and satisfy any and all suits arising from any error(s), omission(s), negligent act(s), failures, intentional torts, criminal acts or other wrong doing in connection with its performance under this Agreement. The remedies afforded to the City by this clause are cumulative with, and in no way affect, any other legal remedy the City may have under this Agreement or at law. This indemnification shall survive termination of this Agreement, in whole or in part and shall also remain in full force and effect upon Developer's completion of all work as required of it hereunder.

L. DAVIS-BACON ACT AND RELATED LABOR STANDARDS

24 CFR Part 92.354 – Every contract for the construction of housing that includes 12 or more units assisted with HOME funds must contain a provision requiring the

payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis Bacon Act. Since construction under this Agreement shall consist of four (4) housing units the Developer shall not be subject to Davis Bacon, Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), or the Copeland Act (Anti-Kickback Act).

M. LEAD BASED PAINT

Units built prior to 1978 shall be required to comply with Title X lead-based paint regulation (24 CFR Part 35) published September 15, 1999. The seller of the interested residential property is required to provide any information on lead-based paint hazards from risk assessments or inspections in the seller's possession. A risk assessment or inspection for possible lead-based paint hazards is required prior to purchase.

Section X. Grantor Recognition

The Developer shall insure recognition of the role of HUD and the Brevard County HOME Consortium in carrying out the Project. In all notices relative to the Project, funding through this Agreement shall identify **the Brevard County HOME Consortium's support through the use of the U.S. Department of HUD's HOME Investment Partnership Program funds.**

Section XI. Suspension or Termination

This Agreement may be terminated by either party, with or without cause, before City funds are obligated, upon no less than thirty (30) days written notice delivered to the other party. In the event that the Developer fails to fulfill any of the terms, understandings, or covenants of this Agreement, the City may terminate this Agreement immediately.

Section XII. Hold Harmless

To the fullest extent permitted by law, the Developer shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses, and expenses including, but not limited to attorney's fees, arising out of or resulting from performance of this Agreement by the Developer or their employees, servants or agents.

Section XIII. Certification

The undersigned officials of Community Housing Initiative, hereby certify that Brevard County, the Brevard County HOME Consortium "lead entity", has deemed the non-profit eligible to receive HOME CHDO funds and that all information given to support Brevard County's findings and determination is true and accurate.

Section XIV. Notices

Any notices required or permitted by this Agreement shall be in writing and shall be deemed delivered upon hand delivery, or three (3) days following deposit in the United States Postal System, postage prepaid, return receipt requested, addressed to the parties at the following addresses:

CITY OF COCOA
John A. Titkanich, Jr., City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8660

COMMUNITY HOUSING INITIATIVE
Nicole Tenpenny, Executive Director
PO Box 410522
Melbourne, FL 32941-0522
(321) 253-0053

WITH COPY TO:
Anthony Garganese, City Attorney
Garganese, Weiss, & D'Agresta, P.A.
111 North Orange Avenue, Suite 2000
P.O. Box 2873
Orlando, FL 32801

Section XV. Modification or Amendments in Writing
The City may, in its discretion, amend this Agreement to conform with Federal, State, or Local Government guidelines, policies and available funding amounts, or for other reasons. The amendment shall be executed in writing and signed by a duly authorized representative. The City or Developer may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. The duly authorized representative for the City shall be the City Manager or his/her designee. Such amendments shall not invalidate this Agreement, nor relieve or release the City or the Developer from its obligations under this Agreement.

Section XVI. Severability
Should any paragraph, sentence or part of this Agreement be held to be invalid by a court of competent jurisdiction, then such paragraph, sentence or part shall in no way affect the validity of any other provision or part of this Agreement.

This Agreement represents the entire Agreement of the parties and supersedes any other representations, either written or oral to the contrary.

Section XVII. Assignability
No assignment of this Agreement or any part thereof is permitted without the expressed written consent of the City.

Section XVIII. Attachments
All attachments and exhibits hereto are incorporated hereby as a material and relevant part of this Agreement.

Section XIX. What law governs
This Agreement shall be deemed to have been made in, and construed in accordance with the laws of the State of Florida. Any actions taken under this Agreement shall be located in Brevard County.

Section XX. Reversion of Assets; Conveyance of Property.
If this Agreement is terminated, all unexpended funds in the Developer's possession shall be immediately reimbursed to the City. Further, the conveyance instrument conveying the subject Property from the City to the Developer shall provide that the City shall maintain a reversionary interest in the Property in the event that the Developer defaults on its performance under this Agreement. If default by the Developer occurs, the City shall have the right to exercise this reversionary interest and receive title to the Property free and clear of encumbrances. However, once a qualified buyer is found for the Property, title shall transfer to the homeowner and the City's reversionary interest in the Property shall expire.

Section XXI. Procurement Procedures
Standards of purchasing and procurement of supplies and other expendable property, equipment, real property and other services should be followed in accordance with OMB issued Super Circular, December 26, 2013, to provide, to the maximum extent practical, open and free competition and avoidance of any conflicts of interest.

Section XXII. Recapture Provision
If the Developer defaults or desires to be released of his obligation during the term of this Agreement, the Developer will notify the City of Cocoa in writing, the City of Cocoa will have 45 days to respond in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ATTEST: **CITY OF COCOA**

_____ _____
Carie Shealy, City Clerk Henry U. Parrish, Mayor

Date: _____ Date: _____

ATTEST: **COMMUNITY HOUSING INITIATIVE, INC.**

_____ _____
Nicole Tenpenny, Executive Director

Date: _____ Date: _____

EXHIBIT A

PROJECT NARRATIVE – DESCRIPTION OF WORK TO BE PERFORMED

Community Housing Initiative, Inc. (C.H.I.) shall complete the construction of four (4) single family homes in the Regina Myra Subdivision in Cocoa, Florida. C.H.I. as the developer would be responsible for overseeing the project ensuring project remains on schedule and within budget, to the best extent possible. C.H.I. would issue payments to the Contractor, based upon a mutually agreed upon draw schedule. C.H.I. would then submit a reimbursement request to the City of Cocoa.

During construction, C.H.I. shall identify potential homebuyers. If C.H.I. is unsuccessful in identifying buyers, C.H.I. will list the property with a licensed realtor, which shall actively market the property. The total realtor agent fees (for buyer and seller agents) shall not exceed six (6) percent. If a buyer is interested in the property and is not represented by an agent, C.H.I.'s agent fee shall not exceed three (3) percent. The timeframe a licensed realtor actively markets the property shall not exceed three (3) months after construction completion. The City is to be notified after that time if the property has no interested buyer. C.H.I. will income qualify all potential homebuyers to ensure the purchaser is classified as very-low or low income according to the most current HUD Income Limits, adjusted for family size and meets HOME Program homebuyer requirements. The City shall have final approval of the client file prior to issuing an award letter and final approval of the closing documents prior to closing. Once a qualified buyer is income certified, C.H.I. will assist the buyer with first mortgage financing by offering referrals, if needed, and reviewing all lender documentation to ensure the buyer isn't a victim of predatory lending. Additionally C.H.I. shall ensure the buyers attend a mandatory homebuyer counseling class.

The buyers shall purchase the homes at an agreed upon price by the City based on the appraisal at the time of sale. The buyers shall be paired with the City's Homebuyer's Program for down payment assistance. A lien shall be placed on the property down payment assistance and/or development subsidy in accordance with HOME regulations. A Land Use Restriction Agreement (LURA) shall be placed on the property in accordance with HOME regulations to maintain the affordability period for the required years if the resale provision is used.

As owner occupied housing, the housing construction project accomplishes the objectives of the HOME Program to:

- Provide decent, affordable housing to lower-income households;
- To expand the capacity of nonprofit housing providers;
- To strengthen the ability of local governments to provide housing; and
- To leverage private sector participation in meeting the housing needs of low-income households.

The partners and their respective roles are as follows:

Community Housing Initiative, Inc.

Community Housing Initiative, Inc. (C.H.I.), a local non-profit housing provider and certified CHDO, shall be the Developer of Project, keep all records relating to the properties and will provide support to the homebuyers until closing and beyond as indicated. As Developer of the Project, they shall manage all aspects of project development and implementation and shall seek out financially qualified and credit worthy HOME Program eligible buyers to purchase the four (4) single family homes within the Regina Myra Subdivision. The Developer shall work diligently to identify and qualify candidates early in order to allow them to customize their homes. The Developer shall comply with all aspects of the Brevard County HOME Consortium Affirmative Marketing Plan. The Developer shall choose pre-selected neutral, earth tone paint colors and amenities such as cabinets, unless preapproved by the City. While C.H.I. is in possession of the Property conveyed hereunder by the City, C.H.I. shall maintain the Property free and clear of liens, mortgages, and other encumbrances.

City of Cocoa

The City of Cocoa's role is grant manager for the Project. City staff will perform project oversight and grant management to the Developer during the construction phase, and will monitor the Developer's compliance with HOME Program requirements for the duration of this Agreement. The City is current title holder of the property and shall transfer title prior to Developer proceeding with construction. The conveyance instrument shall provide that the City shall maintain a reversionary interest in the Property in the event that the Developer defaults on its performance under this Agreement. If default by the Developer occurs, the City shall have the right to exercise this reversionary interest and receive title to the Property free and clear of encumbrances. However, once a qualified buyer is found for the Property, title shall transfer to the homeowner and the City's reversionary interest in the Property shall expire. A lien shall be placed on the property for the down payment assistance and/or development subsidy in accordance with HOME Regulations. A Land Use Restriction Agreement will be placed on the property in accordance with HOME regulations to keep the properties affordable for the required years if the resale provision is used. HOME affordability requirements shall apply. City staff will perform project oversight and grant management to the Developer during the title transfer and construction phase.

The City shall monitor compliance with HOME Program requirements for the duration of the HOME affordability period. The affordability period will begin on the first day after project completion in IDIS. Project completion shall be defined as the date the project is completed and closed in IDIS. The affordability period shall be ensured through a lien or through a LURA, depending upon type of subsidy.

The City of Cocoa shall ensure all of HUD's HOME Program and Florida Building Code requirements are met. Also, the City of Cocoa shall ensure homebuyers occupying the units meet income eligibility requirements and all HOME Program requirements. The City of Cocoa's Housing and Neighborhood Services Division will continue to monitor the Project according to the terms outlined in the Agreement.

Brevard County

Upon execution of a Memorandum of Understanding between the City of Cocoa and Brevard County, Brevard County shall commit to providing HOME Entitlement and CHDO funds in the amount of $303,919 to the project.

EXHIBIT B

PROJECT BUDGET

The total HOME and HOME CHDO funds allocated to the Project shall not exceed $650,000 including developer fees and change orders. The projected sources and uses of funds are as follows:

SOURCE OF FUNDS:	AMOUNT	% TOTAL
Brevard County HOME CHDO Funds Brevard County HOME Entitlement Funds	$ 53,919 $ 250,000	58%
Cocoa HOME CHDO Funds Cocoa HOME Entitlement Funds	$ 6,358 $ 209,723	42%
TOTAL:	**$ 520,000**	100 %

PROPOSED USE OF FUNDS:

	Construction	Impact Fees/Utilities	Developer Fee	Total Budget
400 D Street	$135,650.60	$11,006.88	$8,139.04	$154,796.52
345 Lucas Lane	$135,650.60	$11,006.88	$8,139.04	$154,796.52
404 D Street	$130,980.40	$11,006.88	$7,858.82	$149,846.10
349 Lucas Lane	$130,980.40	$11,006.88	$7,858.82	$149,846.10
Total :	$533,262.00	$44,027.52	$31,995.72	$609,285.24

**These are estimated amounts, actual amounts may vary.* The proposed use of funds shall include water and utility usage, less utility deposits. Any additional fees incurred directly related to the project by the Developer shall be reimbursed by the City. However, any costs that are a result of contractor error or property theft shall not be reimbursed (i.e., re-inspection fees, unit vandalism or loss).

The Developer will receive a developer fee not to exceed $31,995.72 or six (6) percent of the construction costs. This developer fee shall be paid in four (4) installments upon unit completion and sale as evidenced by final payment from the City; release of liens

from all contractors, subcontractors, and suppliers; complete homebuyer file, and City approval.

The balance of HOME funds will be used towards construction costs. Upon execution of this Agreement and issuance of a Purchase Order, the City shall transfer property to the Developer. The Developer may request $50,000 as an initial draw for startup funds and related staging costs.

Per unit, one (1) draw can be requested during construction, and a second draw can be requested upon the Developer obtaining a Certificate of Occupancy. A third (and final) draw can be requested after the homebuyer closes on the property. The final draw shall be payment of developer fees. Copies of checks paid to the general contractor; inspection finals, and lien releases to contractors, subcontractors, and suppliers for completed work, along with supporting documentation such as invoices and receipts, permit and inspection fees, shall be submitted with reimbursement requests. A maximum of 13 reimbursement requests to the City of Cocoa is allowed. The City and Brevard County shall inspect the construction site prior to the release of funds for all reimbursement requests. All proceeds upon project completion shall be deducted from the final draw or reimbursed from the Developer to the City.

EXHIBIT C

PROJECT SCHEDULE

The estimated time to complete the project is approximately 12 months from the execution of this contract agreement.

Funds are available, Purchase Order processed	October - November 2016
Title Transfer from the City to the CHI	October - November 2016
Permits submitted to Building Division	By November 2016
Notice to Proceed Issued	December 2016
Mobilization and clean up	December 2016
Construction & Completion of homes	January 2017 – July 2017
All homebuyer closing completed	April 2017 - September 2017
Project Closeout	September 2017

Legislation Details (With Text)

File #:	16-425	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	9/13/2016			**In control:**	City Council
On agenda:	9/27/2016			**Final action:**	
Title:	Provide Conceptual Approval of a Cost Share Agreement with 520 & Fiske, LLC for construction of a Stormwater Treatment Facility in the Diamond Square Redevelopment Area; Authorize the City Attorney to finalize negotiations; and Authorize the City Manager to execute the final version of the agreement. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Council_approved_item_VIII.5.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 13, 2016
Agenda Date: September 27, 2016
Prepared By: Laura Rankin, Stormwater Engineer
Through: Everett J. Wegerif, P.E., Public Works Director
Requested Action:
Provide Conceptual Approval of a Cost Share Agreement with 520 & Fiske, LLC for construction of a Stormwater Treatment Facility in the Diamond Square Redevelopment Area; Authorize the City Attorney to finalize negotiations; and Authorize the City Manager to execute the final version of the agreement.

BACKGROUND:

On May 24, 2016 Public Works presented to City Council a capital improvement project for a regional stormwater facility utilizing State of Florida's surplus property. This regional stormwater treatment facility will enhance the ability to redevelop properties in the Diamond Square Redevelopment Area. The majority of properties within Diamond Square have been developed prior to stormwater regulations and are mostly impervious. Installing on-site stormwater treatment systems will require additional costs and land area for those wishing to redevelop properties within this area. By purchasing this land and developing an off-site stormwater management pond, developers will find redevelopment in the area quicker and more economical. The region that would be served by this improvement is within the North-South bounds of SR 520 and Barbara Jenkins Street and within the East-West Bounds of Blake Avenue and Fiske Boulevard.

A developer, 520 & Fiske, LLC, has requested to utilize this Stormwater Treatment facility for a proposed project at the southeast corner of SR 520 and Fiske Blvd. The City Attorney's office has

been working with the developer to address the city's concerns as well as those of the Developer. The agreement would require timely city action to construct the facility and would require the developer to share the estimated development costs of the Stormwater Facility in proportion to the property areas served. The agreement, as well as the regional stormwater project itself, will be subject to the City actually acquiring the property from FDOT in its discretion.

The Diamond Square Stormwater Treatment facility is currently being designed by the city's consultant, Infrastructure Solutions Services, Inc. and is being permitted as a Redevelopment Stormwater facility through the St. Johns River Water Management District. Purchase of the property from the state is expected within the next 30-45 days upon the completion of the State of Florida Surplus Property disposal procedures. Construction of the Stormwater Facility is expected to be complete in approximately 12 months.

STRATEGIC PLAN CONNECTION:

The Emma Jewel stormwater project proposed will encourage redevelopment and revenue generation in an economically depressed area within the Diamond Square Redevelopment Area by providing off-site stormwater management. Additionally, this project will further the City's compliance with mandated water quality improvement regulations such as the City's Total Maximum Daily Load reduction and the City's National Pollution Discharge Elimination System (NPDES) permit.

BUDGETARY IMPACT:

There will be no direct budgetary impact this Fiscal Year. Future agenda item reflecting revenues and various expenditures will be presented for council consideration in FY 17.

PREVIOUS ACTION:

Resolution 2016-53 allowed the City Manager sign purchase documents up to $60,000, amended the FY16 Budget and associated Budget forms, provided approval to purchase of Surplus Property, at appraised value, from the State of Florida (Parcel ID 24-36-32-00-00772.0-0000.00), and approval a Task Order in accordance with the Continuing Services Agreement with Infrastructure Solutions Services.

RECOMMENDED MOTION:

Provide Conceptual Approval of a Cost Share Agreement with 520 & Fiske, LLC for construction of a Stormwater Treatment Facility in the Diamond Square Redevelopment Area; Authorize the City Attorney to finalize negotiations; and Authorize the City Manager to execute the final version of the agreement.

May 24, 2016 - City Council approved item VIII.6

5. Approve a Resolution amending the FY 2016 budget and associated budget forms, approve a purchase of Surplus Property (Parcel ID 24-36-32-00-00772.0-0000.00) from the State of Florida at appraised value; approve a Task Order in accordance with the Continuing Services Agreement with Infrastructure Solutions Services; and to Authorize the City Manager to execute the documents necessary to purchase property needed to develop an offsite Redevelopment Stormwater Treatment Facility for the Diamond Square Redevelopment Area Project SW16EJ. (16-209). (Public Works Director)

   - **Approved. Resolution, Budget Amendment, Task Order, and related documents to be executed and distributed as necessary.**

Legislation Details (With Text)

File #:	16-436	**Version:** 1	**Name:**	Brunson Fire Station Change Order Approval
Type:	Resolution		**Status:**	City Business
File created:	9/15/2016		**In control:**	City Council
On agenda:	9/27/2016		**Final action:**	
Title:	Council approval to increase contingency amounts to Satellite Fire Station 1 (Brunson Blvd. Station) Project CP15F2 by an additional $10,000 above the 5% original contingency allocated to account for Value Engineering Costs; approve change order #1 in the amount of $9992 that exceeds the 5% approved contingency; approve a resolution to modify the FY2016 Budget. (Public Works Director)			
Sponsors:				
Indexes:				
Code sections:				
Attachments:	16-44 Fire Stations.pdf Change Order Resolution No. 2016-104 Change Order Request Form - CP16F2.pdf Resolution No. 2016-105 Amending FY16 Budget.pdf BAF-PW-CP16F2 (9-27-16) Agenda 16-436~.pdf			

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 15, 2016
Agenda Date: September 27, 2016
Prepared By: Charlene Neuterman
Through: Everett J. Wegerif, P.E., Public Works Director, City Engineer
Requested Action:
Council approval to increase contingency amounts to Satellite Fire Station 1 (Brunson Blvd. Station) Project CP15F2 by an additional $10,000 above the 5% original contingency allocated to account for Value Engineering Costs; approve change order #1 in the amount of $9992 that exceeds the 5% approved contingency; approve a resolution to modify the FY2016 Budget.

BACKGROUND:

At the February 23, 2016 Council Meeting, Council approved Task Order # 2016-14 for Purchase Order 67486 in the amount of $103,324. After the Headquarters Station contract was awarded to the Design-Build Team, value engineering modifications were submitted to bring the total cost of the project down. These value engineering cost savings were also expected to be utilized in the Satellite Fire Stations to maintain a consistent construction design.

Because of these value engineering modifications, change orders were submitted by ADG for all three fire stations and Satellite Fire Station 1 (Brunson Blvd. Station) exceeded the 5% approved contingency. Therefore, Staff is requesting approval to approve change order #1 and to approve an

additional $10,000 above the 5% original contingency allocated to account for any additional change orders. Staff also requests Council approve a resolution to modify the FY 2016 budget. A project transfer from CP16F1 to CP16F2 in the amount of $10,000 will cover the deficiency.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested	($10,000)
Account Number	301-3580-519-62-00_
Account Name	_Capital Projects
Project Number	CP16F1

Amount Requested	$10,000
Account Number	301-3580-519-62-00_
Account Name	_Capital Projects
Project Number	CP16F2

If a P.O. Change Order is involved please complete the following:

Change Order Amount $_9992.00

Original Purchase Order 103,324_
Original P.O. Amount _$103,324

For this Agenda Item note Prior Change Order Information:
Total number of change orders to date _1
Total amount in change orders to date _$9992.00

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Council approval to increase contingency amounts to Satellite Fire Station 1 (Brunson Blvd. Station) Project CP15F2 by an additional $10,000 above the 5% original contingency allocated to account for Value Engineering Costs; approve change order #1 in the amount of $9992 that exceeds the 5% approved contingency; approve a resolution to modify the FY2016 Budget.

File #: 16-44, **Version:** 1

CITY COUNCIL AGENDA ITEM

Memo Date: February 8, 2016
Agenda Date: February 23, 2016
Prepared By: Charlene Neuterman, Project Manager
Through: Everett J. Wegerif, P.E., Public Works Director, City Engineer
Requested Action:
Council approval to make the necessary changes to the Resolutions created in the previous agendas for the Fire Department Projects to correct the station number, project number and contingency amount for change orders.

BACKGROUND:

The City of Cocoa entered into an agreement with Architects Design Group (ADG) to provide the design, permitting and construction of three fire stations. At the December 8, 2015 Council Meeting, a task order for the design, permitting and construction of two fire stations was approved. At the January 12, 2016 Council Meeting, a task order for the Design-Build project delivery of the third fire station was approved.

After the January 12, 2016 Council Meeting, PW Staff learned that the fire stations would be numbered differently and the project and budget information would also have to be changed. Presently, the fire stations are numbered as follows:

- Fire Station Headquarters/Administration Building - CP16F1
- Satellite Fire Station 1 - CP16F2
- Satellite Fire Station 2 - CP16F3

As a result of these changes, the task orders, project budgets, project titles, and Resolutions were approved at prior meetings. The task orders, project budgets and project titles were corrected through Finance. The corrected Resolutions need to be approved by Council so all information is correct in the file. In previous Resolutions, the City Manager was authorized to approve change orders in an amount not to exceed 5% of the total cost of the purchase order. The corrected Resolution will address this same request for City Manager approval of change orders not to exceed 5% of the total cost of the purchase order. The changes are detailed below.

- Fire Station Headquarters/Administration Building - CP16F1
  - Task Order #: 2016-16
  - Purchase Order #: 67682
  - Total Costs for Design-Build Project Delivery - $145,619
  - Change Orders not to exceed 5% - $7,281

- Satellite Fire Station 1 - CP16F2
  - Task Order #: 2016-14
  - Purchase Order #: 67486
  - Total Costs for final design, permitting and construction phase tasks - $103,324
  - Change Orders not to exceed 5% - $5,167
- Satellite Fire Station 2 - CP16F3
  - Task Order #: 2016-15
  - Purchase Order #: 67485
  - Total Costs for final design, permitting and construction phase tasks - $154,206
  - Change Orders not to exceed 5% - $7,711

Staff requests approval of the corrected information detailed above and the attached Resolutions requesting City Manager approval of change orders not to exceed 5% of the total costs of the purchase orders.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

- Fire Station Headquarters/Administration Building (CP16F1)
  - Task Order #: 2016-16
  - Purchase Order #: 67682
  - Total Costs for Design-Build Project Delivery - $145,619
  - Change Orders not to exceed 5% - $7,281
- Satellite Fire Station 1 (CP16F2)
  - Task Order #: 2016-14
  - Purchase Order #: 67486
  - Total Costs for final design, permitting and construction phase tasks - $103,324
  - Change Orders not to exceed 5% - $5,167
- Satellite Fire Station 2 (CP16F3)
  - Task Order #: 2016-15
  - Purchase Order #: 67485
  - Total Costs for final design, permitting and construction phase tasks - $154,206
  - Change Orders not to exceed 5% - $7,711

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

Amount Requested	$ 423,308
Account Number	_301-3580-519-62-00

Account Name _Capital Projects - Buildings

Source of Funds: ____State Revolving Loan
____ Other Loan Source:_
____ Grant Source:_
____ Bond:_
____ Reserves Source:_
____ Transfer Acct #:_

PREVIOUS ACTION:

Agenda # 15-573 was approved at the December 8, 2015 Council Meeting for two fire stations. Agenda # 15-608 was approved at the January 12, 2016 Council Meeting for the third fire station

RECOMMENDED MOTION:
Council approval to make the necessary changes to the Resolutions created in the previous agendas for the Fire Department Projects to correct the station number, project number and contingency amount for change orders.

RESOLUTION NO. 2016-104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONTRACT RELATED TO THE COMPLETION OF THE SATELLITE FIRE STATION 2 (BRUNSON BLVD) CP16F2, IN AN AMOUNT NOT TO EXCEED THE $118,490, WHICH INCLUDES A $15,166 CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

SECTION 1.

(A). Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract related to the Satellite Fire Station 1 (Brunson Blvd.) CP16F2 provided the total amount of approved change orders do not cause the construction budget to exceed the total $118,490 budgeted by the City Council for the project inclusive of the $15,166 contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 27th Day of September 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

CHANGE ORDER REQUEST FORM

Date: 08/24/16 **New Requ #:** 30996 **Change Requisition Number #** 2

Name of Requestor completing this form: Cheryl Meisenzahl

Original Purchase Order Amount	$ 103,324.00
Change Order # 1 Amount	$0
Change Order # 2 Amount	$9,992
Change Order # 3 Amount	
Change Order # 4 Amount	
Change Order # 5 Amount	
Change Order # 6 Amount	
Change Order # 7 Amount	
Change Order # 8 Amount	
New Purchase Order Amount	$ 113,316.00

Vendor Name	Original Requisition Number	PO Number	Original PO Amount
Architects Design Group	29396	67486	$ 103,324.00

REASON FOR CHANGE (Click box(s) to select):

- ☐ Correct Freight
- ☐ Correct Unit Cost
- ☐ Correct Account Number
- ☐ Correct Quantity Ordered
- ☐ Add Line Item
- ☐ Cancel Line Item
- ☑ Add Additional Money
- ☐ Add/Delete/Change Project #
- ☐ Liquidate Money
- ☐ Cancel Entire PO
- ☐ Other-Explain:

Please make correction(s) to original PO as listed below:

Line #	Quantity	UM	Description	Account Number	Project Number	Unit Cost	Extended Cost
8	8,329.00	sum	Revisions to Architectural, Structural & MEP Plans plus ADG Mark Up	301-3580-519.62-00	CP16F2	1.00	$ 8,329.00
9	828.00	sum	Revisions to site and paving plans, utility revisions & dumpster enslosure revisions	301-3580-519.62-00	CP16F2	1.00	$ 828.00
11	835.00	Sum	Landscape Revisions	301-3580-519.62-00	CP16F2	1.00	$ 835.00
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -

THIS AMOUNT MUST BE LISTED AT THE TOP OF THIS FORM NEXT TO THE CORRESPONDING CHANGE ORDER #. $ 9,992.00

RESOLUTION NO. 2016-105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2016; 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, 2015, and ending on September 30, 2016, at a regular meeting held on September 22, 2015; 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 2015-2016 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 27th day of September 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: PROJECT TRANSFER | REQUESTING DEPARTMENT #: 3580 | DATE PREPARED: 09/15/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 10,000)	301-3580-519.62-00	CP16F1	Station #1 Fire Headquarters	$ 8,125,000	$ 7,452,707	$ 7,442,707	$ 6,819,976
$ 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
($ 10,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 10,000	301-3580-519.62-00	CP16F2	Station #2 Brunson	$ 8,125,000	$ 7,442,707	$ 7,452,707	$ 6,829,976
$ 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
$ 10,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Project transfer to cover Value Engineering costs that were not anticipated and caused the purchase order to exceed the approved contingency of 5%. Agenda #16-436

City COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 09/27/16 RESOLUTION #: 2016-105

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

9/15/16	Charlene Neuterman Digitally signed by Charlene Neuterman Date: 2016.09.15 15:42:16 -04'00'	9/16/16	Lea Taylor Digitally signed by Lea Taylor Date: 2016.09.16 16:23:54 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
9/15/16	Everett J. Wegerif	9/19/16	Lora Howell Digitally signed by Lora Howell Date: 2016.09.19 08:00:49 -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 #:	16-401	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Multi-Year Contract	
File created:	9/6/2016		**In control:**	City Council	
On agenda:	9/27/2016		**Final action:**		
Title:	Approve renewal of a multi-year contract with United Healthcare for Medicare Advantage Plan for eligible retirees 65 and over from January 1, 2017 to December 31, 2017 and payments to eligible retirees for Medicare Part B reimbursement. (Administrative Services Director)				
Sponsors:					
Indexes:	benefits, insurance, medical, retiree				
Code sections:					
Attachments:	090716 - City of Cocoa Medicare Retiree UHC Renewal Evaluation.pdf 2016 Part B Medicare Premiums.pdf Proposed FY17 Retiree Budget.pdf 2009-150(Amending resolution 2008-133 to include a 100_ health ins. premium (3).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 6, 2016
Agenda Date: September 27, 2016
Prepared By: Gina Maxwell, Human Resources Manager
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Approve renewal of a multi-year contract with United Healthcare for Medicare Advantage Plan for eligible retirees 65 and over from January 1, 2017 to December 31, 2017 and payments to eligible retirees for Medicare Part B reimbursement.

BACKGROUND:

On November 24, 2009 the Cocoa City Council created Resolution 2009-150, amending Resolution 2008-133 which requires Medicare eligible retirees to elect the City's selected Medicare Insurance Plan for health insurance coverage. The resolution also requires Medicare eligible retirees to elect both Medicare Parts A & B. Although, Medicare Part A is at no cost to the retiree, the City reimburses eligible retirees on a quarterly basis for the cost of Medicare Part B. The City also pays the Medicare Advantage United Healthcare (UHC) premium for eligible retirees.

On June 23, 2015 Council approved a multi-year contract from September 1, 2015 to December 31, 2015, to replace the previous provider of Aetna for Medicare Advantage Plans. Furthermore, on October 13, 2015 Council approved a renewal of multi-year contract from January 1, 2016 to December 31, 2016 with UHC for Medicare Advantage Plans.

The City's insurance broker, the Gehring Group, has negotiated a new renewal agreement with UHC for coverage for the 2017 insurance period. This renewal includes an increase in cost of 5% ($15,006), which equates to a total annual premium of $315,084. This renewal is an estimate based on current enrollment of 77 members.

This new annual premium still constitutes a savings in comparison with the previous provider Aetna of an annual premium of $374,185.80. This reflects an estimated savings of $59,100.

The annual premium costs do not include the quarterly reimbursements of Medicare Part B to retirees. The current 2016 standard Medicare Part B premium amount is $121.80 per month. The total annual costs for Part B reimbursements in FY 2017 are projected to be $114,036 and have been included in the proposed budget. The Part B rates are set on a calendar year basis by Medicare and it has not yet been announced if there will be an increase for the 2017 calendar year.

This brings the estimated budgetary impact for the Medicare Advantage Plan with UHC and the Part B Reimbursements to $433,212.

City Staff and the Gehring Group considered the renewal projections, the overall satisfaction with the plan on the part of the retirees and recommend to accept the renewal offer from United Healthcare for the Medicare Advantage Plans for the 2016-2017 plan year.

STRATEGIC PLAN CONNECTION:

Containing the City's health insurance costs for current and retired employees helps maintain financial sustainability for the City. Additionally, this aids in improving employee retention to help retain employees at the City of Cocoa for a long tenure.

BUDGETARY IMPACT:

Budgeted Yes

Budgeted for FY 2017- estimated, however, the amount may change throughout the year based on enrollments.

Amount Requested	$322,132.00
Account Number	001-1600-513.23-00
Account Name	Life/Health Insurance Retirees

Amount Requested	$111,080.00
Account Number	421-4010-536.23-02
Account Name	Life/Health Insurance Retirees

The Medicare Advantage Plan is for the plan members at age 65 or older. Retirees under age 65 are under the City's group Cigna plan. Also, the budget in these account lines also includes the dental and vision plans. The proposed FY17 budget for all retiree plans is included in the agenda item as an attachment.

PREVIOUS ACTION:

Council approved, at the regular Council meeting held on October 13, 2015 the renewal of a multi-year contract with United Healthcare for Medicare Advantage Health Insurance Plans for eligible retirees 65 and over from January 1, 2016 to December 31, 2016.

Council approved, at its June 23, 2015 regular Council Meeting, a multi-year contract from September 1, 2015 to December 31, 2015, to replace the previous provider for Medicare Advantage Plans.

RECOMMENDED MOTION:

Approve renewal of a multi-year contract with United Healthcare for Medicare Advantage Plan for eligible retirees 65 and over from January 1, 2017 to December 31, 2017 and payments to eligible retirees for Medicare Part B reimbursement.

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City of Cocoa
Retiree Medicare Advantage Coverage
Effective Date: January 1, 2017

GEHRING GROUP
INSURANCE BROKERS & CONSULTANTS

	CURRENT		RENEWAL	
Summary of Benefits	2016		2017	
Plan Structure	**United Healthcare Medicare Advantage National PPO Plan 4M**		**United Healthcare Medicare Advantage National PPO Plan 4M**	
Network Name	In Network	Out of Network	In Network	Out of Network
Annual Deductible				
Individual	$0	$0	$0	$0
Out-of-Pocket Maximum				
Individual	$1,500		$1,500	
Physician Services				
Primary Care Physician	$10 Copay	$10 Copay	$10 Copay	$10 Copay
Specialist	$20 Copay	$20 Copay	$20 Copay	$20 Copay
Preventive Services (Medicare-covered)	No Charge	No Charge	No Charge	No Charge
Immunizations (Medicare-covered)	No Charge	No Charge	No Charge	No Charge
Eye Exam (Medicare-covered)	$20 Copay	$20 Copay	$20 Copay	$20 Copay
Hearing Exam (Medicare-covered)	$20 Copay	$20 Copay	$20 Copay	$20 Copay
Dental Services (Medicare-covered)	$20 Copay	$20 Copay	$20 Copay	$20 Copay
Lab & Radiology Services				
X-ray Services	$10 Copay	$10 Copay	$10 Copay	$10 Copay
Diagnostic Radiology Service	$20 Copay	$20 Copay	$20 Copay	$20 Copay
Hospital Services				
Inpatient Hospital Stay	$250 Per Admit	$250 Per Admit	$250 Per Admit	$250 Per Admit
Outpatient Surgery	$100 Copay	$100 Copay	$100 Copay	$100 Copay
Emergency Room *(waived if admitted)*	$65 Copay	$65 Copay	$65 Copay	$65 Copay
Urgently Needed Care	$10 Copay	$10 Copay	$10 Copay	$10 Copay
Ambulance	$50 Copay	$50 Copay	$50 Copay	$50 Copay
Inpatient Mental Health / Substance Abuse	$250 Per Admit	$250 Per Admit	$250 Per Admit	$250 Per Admit
Outpatient Mental Health/Substance Abuse	$10/$20 Copay	$10/$20 Copay	$10/$20 Copay	$10/$20 Copay
Other Services				
Diabetic Monitoring Supplies	$0 Copay	$0 Copay	$0 Copay	$0 Copay
Chiropractic Visit (Medicare-covered)	$20 Copay	$20 Copay	$20 Copay	$20 Copay
Durable Medical Equipment	$20 Copay	$20 Copay	$20 Copay	$20 Copay
Hearing Aid Reimbursement	$500 Hearing Aid Allowance for 999 device Combined every 36 months		$500 Hearing Aid Allowance for 999 device Combined every 36 months	
Home Care Visits	No Charge	No Charge	No Charge	No Charge
Prescription Drugs $0 to ICL (Gap)	*$0 through $3,310*		*$0 through $3,700*	
Generic	$10 Copay	Not Covered	$10 Copay	Not Covered
Preferred Brand	$20 Copay	Not Covered	$20 Copay	Not Covered
Non-Preferred Brand	$35 Copay	Not Covered	$35 Copay	Not Covered
Mail Order (90 day supply)	2 X Retail Copay	Not Covered	2 X Retail Copay	Not Covered
ICL (Gap) to Catasrophic	*$3,311 through $4,849*		*$3,700 through $4,949*	
Generic	$10 Copay	Not Covered	$10 Copay	Not Covered
Preferred Brand	$20 Copay	Not Covered	$20 Copay	Not Covered
Non-Preferred Brand	$35 Copay	Not Covered	$35 Copay	Not Covered
Mail Order (90 day supply)	2 X Retail Copay	Not Covered	2 X Retail Copay	Not Covered
Catasrophic	*$4,850 and greater*		*$4,950 and greater*	
Generic	Greater of $2.95 or 5%	Not Covered	Greater of $3.30 or 5%	Not Covered
Brand Name	Greater of $7.40 or 5%	Not Covered	Greater of $8.25 or 5%	Not Covered
Non-Preferred Brand	Greater of $7.40 or 5%	Not Covered	Greater of $8.25 or 5%	Not Covered
Mail Order (90 day supply)	Greater of $7.40 or 5%	Not Covered	Greater of $8.25 or 5%	Not Covered
PPO	**Renewal**		**Renewal**	
AVERAGE Single Rate 77	**$324.76**		**$341.00**	
Monthly Premium	**$25,007**		**$26,257**	
Total Annual Premium	**$300,078**		**$315,084**	
Dollar Change	**N/A**		**$15,006**	
% Change	**N/A**		**5.00%**	

Medicare.gov
The Official U.S. Government Site for Medicare

Part B costs

Some people automatically get Medicare Part B (Medical Insurance), and some people need to sign up for Part B. Learn how and when you can sign up for Part B.

If you don't sign up for Part B when you're first eligible, you may have to pay a late enrollment penalty.

How much does Part B cost?

Part B premiums

You pay a premium each month for Part B. If you get Social Security, Railroad Retirement Board, or Office of Personnel Management benefits, your Part B premium will be automatically deducted from your benefit payment. If you don't get these benefit payments, you'll get a bill.

Most people will pay the standard premium amount. However, if your modified adjusted gross income as reported on your IRS tax return from 2 years ago is above a certain amount, you may pay an Income Related Monthly Adjustment Amount (IRMAA). IRMAA is an extra charge added to your premium.

The standard Part B premium amount is $121.80 (or higher depending on your income). However, most people who get Social Security benefits will continue to pay the same Part B premium amount as they paid in 2015. This is because there wasn't a cost-of-living increase for 2016 Social Security benefits. You'll pay a different premium amount if:

- You enroll in Part B for the first time in 2016.
- You don't get Social Security benefits.
- You're directly billed for your Part B premiums.
- You have Medicare and Medicaid, and Medicaid pays your premiums. (Your state will pay the standard premium amount of $121.80.)
- Your modified adjusted gross income as reported on your IRS tax return from 2 years ago is above a certain amount.

If you're in 1 of these 5 groups, here's what you'll pay:

If your yearly income in 2014 (for what you pay in 2016) was			**You pay each month (in 2016)**
File individual tax return	**File joint tax return**	**File married & separate tax return**	
$85,000 or less	$170,000 or less	$85,000 or less	$121.80

above $85,000 up to $107,000	above $170,000 up to $214,000	Not applicable	$170.50
above $107,000 up to $160,000	above $214,000 up to $320,000	Not applicable	$243.60
above $160,000 up to $214,000	above $320,000 up to $428,000	above $85,000 and up to $129,000	$316.70
above $214,000	above $428,000	above $129,000	$389.80

Get more information about your Part B premium from Social Security [PDF, 341 KB].

Part B deductible & coinsurance

You pay $166 per year for your Part B deductible. After your deductible is met, you typically pay 20% of the Medicare-approved amount for most doctor services (including most doctor services while you're a hospital inpatient), outpatient therapy, and durable medical equipment.

Note

In 2016, there may be limits on physical therapy, occupational therapy, and speech language pathology services. If so, there may be exceptions to these limits.

Find out what Part B covers.

Find out what you pay for Part B covered services.



HUMAN RESOURCES

Retiree Expenses

Shaded cells are calculations.

ACCOUNT NUMBER / DESCRIPTION	FY17 PROPOSED Budget
001-1600-513.23-00 LIFE/HEALTH INSURANCE RETIREES	
Retiree CIGNA Dental Insurance (90 retirees x $381 per year)	$ 34,290.00
Retiree CIGNA Medical Insurance (40 Retirees x $7,423 per year)	$ 296,920.00
Retiree UHC Medical Insurance (58 Retirees x $4,092 per year)	$ 237,336.00
Medicare Reimbursement (58 Retirees x $1,462 per year)	$ 84,796.00
Retiree Vision Insurance (108 retirees x $74 per year)	$ 7,992.00
Total:	**$ 661,334.00**
421-4010-536-23-02 LIFE/HEALTH INSURANCE RETIREES	
Retiree CIGNA Dental Insurance (37 retirees x $381 per year)	$ 14,097.00
Retiree CIGNA Medical Insurance (7 Retirees x $7,423 per year)	$ 51,961.00
Retiree UHC Medical Insurance (20 Retirees x $4,092 per year)	$ 81,840.00
Medicare Reimbursement (20 Retirees x $1,462 per year)	$ 29,240.00
Retiree Vision Insurance (39 Retirees x $74 per year)	$ 2,886.00
Total:	**$ 180,024.00**

RESOLUTION 2009- 150

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING RESOLUTION 2008-133 TO INCLUDE A 100 PERCENT HEALTH INSURANCE PREMIUM BENEFIT FOR EMPLOYEES SERVING ON THE EXECUTIVE MANAGEMENT TEAM UPON RETIREMENT FROM THE CITY AND UNDER THE TERMS AND CONDITIONS STATED HEREIN; RESTATING THE CITY'S POLICY FOR PROVIDING HEALTH INSURANCE PREMIUM BENEFITS, WHICH HAS BEEN PREVIOUSLY ADOPTED BY THE CITY COUNCIL AND AS AMENDED BY THIS RESOLUTION, FOR ADMINISTRATIVE PURPOSES AND CONVENIENCE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City's policy for providing health insurance premium benefits ("HIPB"), was restated for convenience and administrative purposes pursuant to Resolution 2008-133; and

WHEREAS, in addition to the City Manager, the City also currently employs a management team consisting of the Deputy City Manager, City Clerk, Department Directors, and Deputy Department Directors (hereinafter "Executive Management Team"); and

WHEREAS, the City Council desires to amend Resolution 2008-133 to include a 100 % health insurance premium benefit to employees of the Executive Management Team, for the employee's lifetime, under the terms and conditions set forth in this Resolution; and

WHEREAS, the City Council deems it is in the best interests of the public health, safety, and welfare to also restate the City's HIPB policy for convenience and administrative purposes.

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

SECTION 1. Recitals. The foregoing recitals are deemed true and correct and are incorporated herein by this reference as part of this Resolution.

SECTION 2. HIPB Policy Amended and Restated. The City's policy regarding health insurance premium benefits ("HIPB"), as previously restated and approved by Resolution 2008-133, is hereby restated with amendments regarding the Executive Management Team in underlined and ~~strikeout~~ print as follows:

Section 1. Intent and Purpose. It is hereby declared to be the intent and purpose of this resolution as follows:

(a) To provide authority to pay health insurance premiums for the City's group insurance policy ("Group Insurance"), and the City's Medicare supplement policy ("Supplement to Medicare") in limited circumstances, to cover City employees taking normal or disability retirement, providing the eligibility requirements and terms and conditions proscribed herein are fully satisfied.

(b) To distinguish those employees employed by the City between February 11, 1986 and January 14, 1992 and those hired by the City after January 14, 1992 because, in fairness, the January 14, 1992 policy change should not be applied retroactively - thereby employees employed during the time period between February 11, 1986 and January 14, 1992 shall be provided an opportunity to participate in the prior policy (100% Benefit, infra) originally offered them.

(c) To provide any retiree the right to decline, in writing, the benefit provided herein and such declination shall be deemed immutable and permanent.

(d) To prohibit all City employees hired (as either a first time or rehired employee) after January 14, 1992 from being eligible for the 100% benefit, even if a rehired employee was previously employed between February 11, 1986 and January 14, 1992.

(e) To provide a 100% retirement benefit to employees serving on the Executive Management Team as a retention and recruitment benefit under the terms and conditions stated herein.

Section 2. One Hundred Percent (100%) Benefit. The City shall pay health insurance premiums for full-time City employees employed by the City during the time period between February 11, 1986 and January 14, 1992, for the employee's lifetime, upon normal or disability retirement, and for employees serving on the Executive Management Team upon executive management retirement, and under the following terms and conditions:

(a) The City shall pay for each employee one hundred percent (100%) of the health insurance premium for the Group Insurance until the retiree reaches age 65 or otherwise becomes eligible for Medicare, whichever comes first. When the retiree reaches age 65 or otherwise becomes eligible for Medicare, the retiree must enroll in Medicare Part A and B and the City's Medicare Supplement Plan, within thirty (30) days of becoming eligible for Medicare, in order to continue receiving the lifetime health insurance premium benefit paid by the City. Upon timely enrollment in Medicare Part A and B and the City's Medicare Supplement Plan, the City will be responsible for paying the actual cost of the Medicare Supplement Plan and will reimburse the retiree, on a quarterly basis, for the actual cost of Medicare Part B. However, the Medicare Part B reimbursement, when combined with the cost of the Medicare Supplement Plan paid by the City, shall not exceed the cost of the health insurance premium provided to individual City employees under the Group Insurance ("Reimbursement Allowance"). Any cost in excess of the Reimbursement Allowance shall be paid by the retiree. Notwithstanding, upon becoming eligible for Medicare, the retiree may decline to participate in the City's Medicare Supplement Plan and choose to continue to participate in the Group Insurance at retiree's expense. Medicare shall become the retiree's primary health insurance carrier and any health insurance provided by the City hereunder shall be considered as a Supplement

to Medicare. When the retiree's dependents reach age 65 or otherwise become Medicare eligible, whichever comes first, the dependent shall be eligible to participate in the City's Medicare Supplement Plan instead of Group Insurance under the terms and conditions of the Medicare Supplement Plan. The retiree shall pay one hundred percent (100%) of dependent coverage and upon the death of the retiree, the dependent coverage shall continue provided the dependent pays one hundred percent (100%) of the premiums.

(b) For purposes of this section, "normal retirement" shall mean:

(1) For police officers and fire fighters, that term as it is defined in the retirement plan ordinances (applicable to the retiree), as amended from time to time.

(2) For general employees, that term as it is defined in the retirement plan ordinances (applicable to the retiree), as amended from time to time.

(c) For purposes of this section, "executive management retirement" shall mean:

(1) The employee must be employed with the City in a full-time capacity for a minimum of ten (10) consecutive years; and

(2) Upon retirement from the City, the employee must be serving in the capacity of a member of the Executive Management Team and must have served as part of the Executive Management Team for at least five (5) years; and

(3) Upon retirement from the City, the employee must be at least fifty-five (55) years of age or older.

(cd) Except for employees serving on the Executive Management Team as provided in subparagraph (c), Tthe100% benefit provided in this section shall be further limited to only those employees employed between February 11, 1986 and January 14, 1992 and who have either retired during that time period or retired subsequent to January 14, 1992 and were continuously employed by the City until retirement. Any employee previously employed during that time period, but who had employment terminated for any reason, shall not be eligible for the 100% benefit if they subsequently are rehired after January 14, 1992.

Section 3. Fifty Percent (50%) Benefit. The City shall pay health insurance premiums for full-time City employees hired after January 14, 1992, upon normal or disability retirement and under the following terms and conditions:

(a) The City shall pay for each retiree fifty percent (50%) of the health insurance premium for the Group Insurance until the retiree reaches the age of 65 or becomes eligible for Medicare, whichever occurs first, at which time all health insurance premium payments by the City shall cease. The retiree shall pay one hundred percent (100%) of dependent coverage and upon the death of the retiree, the dependent coverage shall continue provided the dependent pays one hundred

percent (100%) of the premiums. Employees retiring under disability shall meet Social Security rules for one hundred percent (100%) disability and draw Social Security.

(b) For purposes of this section, "normal retirement" shall mean:

(1) For police officers and firefighters, that term as it is defined in the retirement plan ordinances (applicable to the retiree), as amended from time to time, and the employee has completed at least 25 years of credited service.

(2) For general employees, that term as it is defined in the retirement plan ordinances (applicable to the retiree), as amended from time to time.

Section 4. City Manager Authority. The City Manager shall have the authority, when it is determined in the best interest of the City, to offer an early retirement health insurance benefit to any of the employees listed on Appendix A. Eligible employees will be able to retire early without losing their 100% paid health insurance benefits as long as they are within five (5) years of one of the eligibility criteria for retirement (years of service or age).

SECTION 3. Reservation of Rights. The City Council hereby reserves the right, at its discretion, with or without cause, to amend, modify, alter or repeal, in whole or in part, any term or condition contained in this Resolution.

SECTION 4. Repeal of Prior Inconsistent Resolutions. All prior inconsistent resolutions adopted by the City Council are hereby repealed.

SECTION 5. Severability. If any section, clause, phrase, word, or provision is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this resolution.

SECTION 6. Effective Date. This resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED at a Regular Meeting of the City Council of the City of Cocoa, Florida, assembled this 24th day of November, 2009.

Michael C. Blake

Michael Blake, Mayor

ATTEST: Marie Healy for

Joan Clark, City Clerk

Legislation Details (With Text)

File #:	16-438	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	City Business
File created:	9/19/2016			**In control:**	City Council
On agenda:	9/27/2016			**Final action:**	
Title:	Consider the appointment of a Qualified Candidate to fill the vacancy and unexpired term of City Council District 4 Seat through November, 2018. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Blanco Application, Forms & Personal Info.pdf Koss Application, Forms, & Personal Info.pdf Lewis Application, Forms, and Personal Info.pdf Notices 001.pdf Item V.3 (8-23-16).pdf Item VII.11 (9-13-2016).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 19, 2016
Agenda Date: September 27, 2016
Prepared By: Carie Shealy, City Clerk
Anthony A. Garganese, City Attorney

Through: John A. Titkanich, City Manager
Requested Action:
Consider the appointment of a Qualified Candidate to fill the vacancy and unexpired term of City Council District 4 Seat through November, 2018

BACKGROUND:

Councilman Tyler Furbish passed away due to illness on August 20, 2016. At the City Council meeting held on August 23, 2016, Resolution No. 2016-94 was approved which official recognized and declared a vacancy in Seat 4 of the City Council pursuant to Article III, Section 10, of the City Charter.

At the regular City Council meeting held on September 13, 2016, City Council was provided two options of action they can take in order to fulfill the vacancy. It was decided by City Council to go with Option #2, which was:

(*2) The City Council can take a more structured approach and require that a public notice be*

published in various places advising interested candidates to file an application for serving in the District 4 seat by 12:00 p.m., Monday, September 19, 2016. Candidate application packages that were timely submitted to the Office of the City Clerk will be reviewed to determine whether the person is qualified to serve in Seat 4. Qualified candidate applications will be distributed to the City Council by the end of the day on September 19th and placed on the next regular City Council agenda for consideration.

Notice was placed in the Florida Today Newspaper, the Central Brevard Public Library, and on the City's website and social media.

Three candidates timely submitted applications to be considered for the appointment. The candidate applications were transmitted to each City Councilmember on September 19, 2016 for consideration. The Candidates are:

Jeri Blanco
Lorraine Koss
Zackariah (Zack) Lewis

All candidates that have submitted applications of interest are qualified to serve as a City Council member in District 4.

Immediately preceding this regular meeting on September 27, 2016 at 5:00 p.m., a Special City Council meeting was held in order for City Council to review, discuss, and to allow interested candidates to speak.

At this time, the City Council should deliberate and determine whether a majority of the City Council (3 votes) desire to appoint one of the candidates to fill Seat 4 pursuant to City Charter.

If a majority of the City Council cannot agree on a candidate to appoint this evening, the City Clerk will be required to schedule a special election to fill the vacancy. Said election will not occur until the beginning of 2017.

Applications and backup information are attached.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

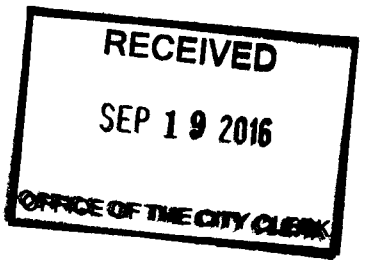
PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

Consider the appointment of one of the Qualified Candidates to fill the vacancy and unexpired term of City Council District 4 Seat through November, 2018.





CITY OF COCOA
APPLICATION FOR SEAT/DISTRICT 4 CITY COUNCIL VACANCY
(REMAINDER OF UNEXPIRED FOUR YEAR TERM)

The City Council will consider appointing a qualified person to serve as a Seat/District 4 City Councilmember. The appointment will be for the remaining balance of the unexpired term which expires in November 2018. The appointment shall be at the sole and absolute discretion of the City Council pursuant to the powers vested in the City Council by City Charter and applicable law.

The City Charter requires that any person serving on the City Council for Seat/District 4 must be domiciled in district 4 for at least one year prior to the date of qualification for office and shall have the qualifications of a city elector and shall be domiciled within the district during their term as councilmember. Further, City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1]. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: JERI BLANCO Application Date: 9-19-16

Street Address, Including Zip Code: 2106 Ivy Drive 32922

Telephones: Home: _____ Work: _____ Pager: _____ Cell: 321-514-3531

Place of Business: Coldwell Bankers Residential RE

Title/Position Held: REALtor

Date of Birth[2] 12-19-53

Email Address: jamblanco @ aol.com

ELIGIBILITY

Have you been domiciled within District 4 for at least 1 year prior to the date of this Application?	Yes	+	No	_____
Do you own property or a business in Cocoa?	Yes	+	No	_____
Are you registered to vote in the City of Cocoa, Florida?	Yes	+	No	_____
Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	Yes	_____	No	+

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

If yes, have your civil rights been restored? Yes ____ No ____
Do you consent to a standard criminal background check? Yes X No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes X No ____
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No X
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No X

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on the City Council. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the City Council. PLEASE INCLUDE A CURRENT RESUME IF AVAILABLE.

City of Cocoa US I Corridor ROA - Since 2007-Vice Chair
Brevard County CDBG Clearlake Area since 2014-Vice Chair
Volunteer Central Brevard Sharing Center since 2014
Licensed Realtor since 1997
See Attached resume

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

____ African-American
____ Asian-American
____ Hispanic-American
____ Native American
X Caucasian

GENDER

____ Male
X Female

DISABILITY

____ Physically Disabled

APPLICANT CERTIFICATION

By filling this application with the City of Cocoa, I do hereby acknowledge the following:

1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection.

2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk.

3. I consent to filing a Statement of Financial Interests (Form 1) and any other forms required by law to serve on the City Council.

4. If appointed to serve on the City Council, I acknowledge that this is my obligation and duty to comply with the following:

   a. Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III)
   b. Florida Sunshine Law (Florida Statutes, Chapter 286)
      http://www.flsenate.gov/Statutes
   c. Applicable City Council Rules of Procedure and Code of Conduct.

Signature: Jew Blanco Date: 9-19-16

Social Security No: [redacted]

Drivers License No: [redacted]

This form must be fully completed and returned to:
Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922

THE DEADLINE TO FULLY COMPLETE AND SUBMIT THIS FORM AND OTHER APPLICABLE QUALIFIYING DOCUMENTS SHALL BE MONDAY, SEPTEMBER 19, 2016 AT 12:00 NOON. LATE FILINGS WILL NOT BE ACCEPTED.

Candidate Advisory:

Please read carefully.

PLEASE BE ADVISED THAT AFTER THE APPLICATION DEADLINE, THE CITY CLERK'S OFFICE WILL REVIEW ALL SUBMITTED APPLICATIONS TO DETERMINE WHETHER EACH APPLICATION IS COMPLETE AND WHETHER A PERSON SUBMITTING A COMPLETED APPLICATION IS DULY QUALIFIED TO SERVE AS A DISTRICT 4 CITY COUNCIL MEMBERS PURSUANT TO THE REQUIREMENTS OF THE CITY CHARTER. FURTHER, A BACKGROUND CHECK WILL BE CONDUCTED ON EACH QUALIFIED PERSON.

THE CITY CLERK WILL NOTIFY APPLICANTS OF THEIR QUALIFICATION STATUS.

ALL APPLICATIONS OF DULY QUALIFIED CANDIDATES WILL BE FORWARDED TO THE CITY COUNCIL FOR CONSIDERATION. THE CITY COUNCIL WILL CONDUCT A REVIEW OF ALL SUCH APPLICATIONS AT A CITY COUNCIL MEETING HELD ON TUESDAY, SEPTEMBER 27, 2016 AT 5:00 PM. QUALIFIED CANDIDATES ARE STRONGLY ENCOURAGED TO ATTEND THE MEETING IN THE EVENT THAT THE CITY COUNCIL DESIRES TO ASK QUESTIONS AND INTERVIEW THE CANDIDATE. SUCH QUESTIONS AND INTERVIEWS WILL BE CONDUCTED AT THE CITY COUNCIL'S DISCRETION.

IT IS ANTICIPATED THAT THE CITY COUNCIL WILL CONSIDER APPOINTING ONE CANDIDATE TO SERVE AS THE DISTRICT 4 COUNCIL MEMBER AT THE END OF THE CITY COUNCIL'S REGULAR MEETING SCHEDULED ON THE SAME DATE, SEPTEMBER 27, 2016, STARTING AT 6:00 PM. IF THE CITY COUNCIL CANNOT AGREE ON AN APPOINTMENT BY MAJORITY VOTE AT THIS MEETING, THE CITY CHARTER REQUIRES THAT THE CITY CLERK SCHEDULE A SPECIAL ELECTION TO FILL THE VACANCY IN SEAT/DISTRICT 4. IF SUCH ELECTION WERE REQUIRED, THE ELECTION WILL OCCUR AT A FUTURE DATE TO BE DETERMINED IN EARLY 2017.

THE SUCCESSFUL CANDIDATE APPOINTED BY THE CITY COUNCIL MUST BE PREPARED TO BE SWORN INTO OFFICE IMMEDIATELY UPON APPOINTMENT.

ALL MEETINGS OF THE CITY COUNCIL ARE OPEN TO THE PUBLIC.

RECEIVED
SEP 19 2016
OFFICE OF THE CITY CLERK

CITY OF COCOA, FLORIDA
AFFIDAVIT OF RESIDENCY
& STATEMENT OF CANDIDATE

"I am a candidate for City of Cocoa District 4, and I agree to serve if I am elected. I am a qualified voter in the State of Florida and I have resided in the City of Cocoa, or in an area which has been annexed by the City of Cocoa, for at least one year immediately preceding my qualifying herein.

JERI BLANCO
Printed name of candidate

Jeri Blanco
Signature of Candidate

CURRENT RESIDENCE: 2106 Ivy Drive Cocoa, FL 32922

If in current residence for less than one year, please complete residence information for past year:

Dates: (from/to) Residential Address:

STATE OF FLORIDA
COUNTY OF BREVARD

Sworn to (or affirmed) and subscribed before me this 19th day of September, 2016 by Jeri Blanco, candidate for City of Cocoa District 4.

Personally known ____ or Produced identification ✓
Type of identification produced FLDL

Carie E Shealy
Notary Public, State of Florida

My Commission Expires:

CARIE E. SHEALY
MY COMMISSION # FF 040504
EXPIRES: August 30, 2017
Bonded Thru Notary Public Underwriters

RECEIVED
SEP 19 2016
OFFICE OF THE CITY CLERK

CITY OF COCOA, FLORIDA

QUALIFYING STATEMENT

In accordance with Section 1 of Article XVII of the Cocoa City Charter "Any elector of the City of Cocoa, having the qualifications herein provided for city councilmembers, and desiring to be a candidate for election as a councilmember, shall file with the City Clerk a qualifying statement", as follows:

"I am a candidate for City of Cocoa Council District 4.

I agree to serve if I am elected. I reside at

2106 Ivy Drive Cocoa, FL 32922 and

represent that my residence is located in Council District 4 and that I am a qualified voter in the State of Florida, have resided in the City of Cocoa, or in an area which has been annexed by the City of Cocoa and have lived at such address for at least one year immediately preceding my qualifying herein."

9-19-16
Date

Jeff Blanco
Signature of Candidate

ATTEST:

Carie Shealy
City Clerk

CANDIDATE OATH – NONPARTISAN OFFICE

(Not for use by Judicial or School Board Candidates)

RECEIVED
SEP 19 2016
OFFICE OF THE CITY CLERK

OFFICE USE ONLY

OATH OF CANDIDATE
(Section 99.021, Florida Statutes)

I, JERI BLANCO
(PLEASE PRINT NAME AS YOU WISH IT TO APPEAR ON THE BALLOT * – NAME MAY NOT BE CHANGED AFTER THE END OF QUALIFYING)

am a candidate for the nonpartisan office of City Council (office), 4 (district #),

_____ (circuit #), _____ (group or seat #); I am a qualified elector of Brevard (Cocoa) County, Florida;

I am qualified under the Constitution and the Laws of Florida to hold the office to which I desire to be nominated or elected; I have qualified for no other public office in the state, the term of which office or any part thereof runs concurrent with the office I seek; and I have resigned from any office from which I am required to resign pursuant to Section 99.012, Florida Statutes; and I will support the Constitution of the United States and the Constitution of the State of Florida.

X Jeri Blanco (321) 514-3531 jerriblanco@aol.com
Signature of Candidate | Telephone Number | Email Address

2106 Ivy Drive Cocoa, FL 32922
Address | City | State | ZIP Code

Candidate's Florida Voter Registration Number (located on your voter information card): _____

* Please print name phonetically on the line below as you wish it to be pronounced on the audio ballot for persons with disabilities (*see* instructions on page 2 of this form):

JERI BLANCO

STATE OF FLORIDA
COUNTY OF Brevard

Sworn to (or affirmed) and subscribed before me this 19th day of September, 2016.

Personally Known: _____ or

Produced Identification: ✓

Type of Identification Produced: FLDL

Carie E. Shealy
Signature of Notary Public
Print, Type, or Stamp Commissioned Name of Notary Public

CARIE E. SHEALY
MY COMMISSION # FF 040504
EXPIRES: August 30, 2017
Bonded Thru Notary Public Underwriters

DS-DE 25 (Rev. 5/11)

Rule 1S-2.0001, F.A.C.

2106 Ivy Drive Cocoa, FL 32922

321-514-3531 *email: jeri.blanco@gmail.com

Jeri Blanco

Objective: Seeking to fill vacancy for District 4 City Council seat, City of Cocoa

Work Experience: Licensed Realtor since 1997

Better Homes and Garden Real Estate: 1997 through 2001

Coldwell Banker Wardley Real Estate: 2001 through 2005

Coldwell Banker Cocoa Beach Realty: 2006 through 2013

Coldwell Banker Residential Real Estate: 2013 to present

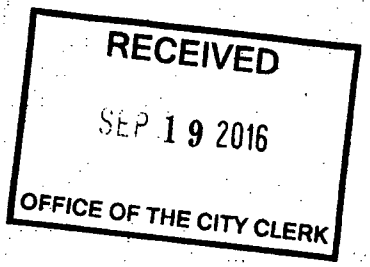
Education:

Clark County Community College Las Vegas, NV 1985 to 1987
Las Vegas School of Real Estate 1997 Las Vegas, NV 89102
FREC School of Real Estate 2005 Merritt Island, FL 32952

Extracurricular Activities:

Vice-Chair City of Cocoa US 1 RDA: member since 2007
Vice-Chair Brevard County CDBG Board: member since 2014
MLS Committee Member Space Coast Association of Realtors since 2014
Brevard Children in Need Committee Member Space Coast Association of Realtors since 2010
Volunteer at Central Brevard Sharing Center Cocoa, FL since 2014





CITY OF COCOA
APPLICATION FOR SEAT/DISTRICT 4 CITY COUNCIL VACANCY
(REMAINDER OF UNEXPIRED FOUR YEAR TERM)

The City Council will consider appointing a qualified person to serve as a Seat/District 4 City Councilmember. The appointment will be for the remaining balance of the unexpired term which expires in November 2018. The appointment shall be at the sole and absolute discretion of the City Council pursuant to the powers vested in the City Council by City Charter and applicable law.

The City Charter requires that any person serving on the City Council for Seat/District 4 must be domiciled in district 4 for at least one year prior to the date of qualification for office and shall have the qualifications of a city elector and shall be domiciled within the district during their term as councilmember. Further, City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1]. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: Lorraine L. Koss Application Date: 9-15-2016

Street Address, Including Zip Code: 2115 N. Indian River Drive, Cocoa, FL 32922

Telephones: Home: _____ Work: _____ Pager: _____ Cell: 703-201-8811

Place of Business: N/A

Title/Position Held: N/A

Date of Birth[2] 5-25-1955

Email Address: lorraine.koss@gmail.com

ELIGIBILITY

Have you been domiciled within District 4 for at least 1 year prior to the date of this Application?	Yes	X	No	
Do you own property or a business in Cocoa?	Yes	X	No	
Are you registered to vote in the City of Cocoa, Florida?	Yes	X	No	
Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	Yes		No	X

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

If yes, have your civil rights been restored? Yes ____ No ____
Do you consent to a standard criminal background check? Yes X No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes X No ____
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No X
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No X

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on the City Council. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the City Council. PLEASE INCLUDE A CURRENT RESUME IF AVAILABLE.

Please see attached statement of interest and resume.

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

____ African-American
____ Asian-American
____ Hispanic-American
____ Native American
X Caucasian

GENDER

____ Male
X Female

DISABILITY

____ Physically Disabled

APPLICANT CERTIFICATION

By filling this application with the City of Cocoa, I do hereby acknowledge the following:

1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection.

2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk.

3. I consent to filing a Statement of Financial Interests (Form 1) and any other forms required by law to serve on the City Council.

4. If appointed to serve on the City Council, I acknowledge that this is my obligation and duty to comply with the following:

   a. Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III)
   b. Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes
   c. Applicable City Council Rules of Procedure and Code of Conduct.

Signature: _____ Date: 9-15-2016

Social Security No: [redacted]

Drivers License No: _____

This form must be fully completed and returned to:
Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922

THE DEADLINE TO FULLY COMPLETE AND SUBMIT THIS FORM AND OTHER APPLICABLE QUALIFIYING DOCUMENTS SHALL BE MONDAY, SEPTEMBER 19, 2016 AT 12:00 NOON. LATE FILINGS WILL NOT BE ACCEPTED.

Candidate Advisory:

Please read carefully.

PLEASE BE ADVISED THAT AFTER THE APPLICATION DEADLINE, THE CITY CLERK'S OFFICE WILL REVIEW ALL SUBMITTED APPLICATIONS TO DETERMINE WHETHER EACH APPLICATION IS COMPLETE AND WHETHER A PERSON SUBMITTING A COMPLETED APPLICATION IS DULY QUALIFIED TO SERVE AS A DISTRICT 4 CITY COUNCIL MEMBERS PURSUANT TO THE REQUIREMENTS OF THE CITY CHARTER. FURTHER, A BACKGROUND CHECK WILL BE CONDUCTED ON EACH QUALIFIED PERSON.

THE CITY CLERK WILL NOTIFY APPLICANTS OF THEIR QUALIFICATION STATUS.

ALL APPLICATIONS OF DULY QUALIFIED CANDIDATES WILL BE FORWARDED TO THE CITY COUNCIL FOR CONSIDERATION. THE CITY COUNCIL WILL CONDUCT A REVIEW OF ALL SUCH APPLICATIONS AT A CITY COUNCIL MEETING HELD ON TUESDAY, SEPTEMBER 27, 2016 AT 5:00 PM. QUALIFIED CANDIDATES ARE STRONGLY ENCOURAGED TO ATTEND THE MEETING IN THE EVENT THAT THE CITY COUNCIL DESIRES TO ASK QUESTIONS AND INTERVIEW THE CANDIDATE. SUCH QUESTIONS AND INTERVIEWS WILL BE CONDUCTED AT THE CITY COUNCIL'S DISCRETION.

IT IS ANTICIPATED THAT THE CITY COUNCIL WILL CONSIDER APPOINTING ONE CANDIDATE TO SERVE AS THE DISTRICT 4 COUNCIL MEMBER AT THE END OF THE CITY COUNCIL'S REGULAR MEETING SCHEDULED ON THE SAME DATE, SEPTEMBER 27, 2016, STARTING AT 6:00 PM. IF THE CITY COUNCIL CANNOT AGREE ON AN APPOINTMENT BY MAJORITY VOTE AT THIS MEETING, THE CITY CHARTER REQUIRES THAT THE CITY CLERK SCHEDULE A SPECIAL ELECTION TO FILL THE VACANCY IN SEAT/DISTRICT 4. IF SUCH ELECTION WERE REQUIRED, THE ELECTION WILL OCCUR AT A FUTURE DATE TO BE DETERMINED IN EARLY 2017.

THE SUCCESSFUL CANDIDATE APPOINTED BY THE CITY COUNCIL MUST BE PREPARED TO BE SWORN INTO OFFICE IMMEDIATELY UPON APPOINTMENT.

ALL MEETINGS OF THE CITY COUNCIL ARE OPEN TO THE PUBLIC.

RECEIVED

SEP 19 2016

OFFICE OF THE CITY CLERK

CITY OF COCOA, FLORIDA
AFFIDAVIT OF RESIDENCY
& STATEMENT OF CANDIDATE

"I am a candidate for City of Cocoa District 4, and I agree to serve if I am elected. I am a qualified voter in the State of Florida and I have resided in the City of Cocoa, or in an area which has been annexed by the City of Cocoa, for at least one year immediately preceding my qualifying herein.

Lorraine L. Koss
Printed name of candidate

Signature of Candidate

CURRENT RESIDENCE: 2115 N. Indian River Drive, Cocoa, FL 32922

If in current residence for less than one year, please complete residence information for past year:

Dates: (from/to) Residential Address:

STATE OF FLORIDA
COUNTY OF BREVARD

Sworn to (or affirmed) and subscribed before me this 19th day of September, 2016 by Lorraine L. Koss, candidate for City of Cocoa District 4.

Personally known ____ or Produced identification ✓
Type of identification produced FLDL

Carie E. Shealy
Notary Public, State of Florida

My Commission Expires:

CARIE E. SHEALY
MY COMMISSION # FF 040504
EXPIRES: August 30, 2017
Bonded Thru Notary Public Underwriters

RECEIVED

SEP 19 2016

OFFICE OF THE CITY CLERK

CITY OF COCOA, FLORIDA

QUALIFYING STATEMENT

In accordance with Section 1 of Article XVII of the Cocoa City Charter "Any elector of the City of Cocoa, having the qualifications herein provided for city councilmembers, and desiring to be a candidate for election as a councilmember, shall file with the City Clerk a qualifying statement", as follows:

"I am a candidate for City of Cocoa Council District 4.

I agree to serve if I am elected. I reside at

2115 N. Indian River Drive, Cocoa, FL 32922 and

represent that my residence is located in Council District 4 and that I am a qualified voter in the State of Florida, have resided in the City of Cocoa, or in an area which has been annexed by the City of Cocoa and have lived at such address for at least one year immediately preceding my qualifying herein."

9.19.16
Date

Signature of Candidate

ATTEST:

City Clerk

RECEIVED

SEP 19 2016

OFFICE OF THE CITY CLERK

CANDIDATE OATH – NONPARTISAN OFFICE

(Not for use by Judicial or School Board Candidates)

OFFICE USE ONLY

OATH OF CANDIDATE

(Section 99.021, Florida Statutes)

I, Lorraine L. Koss

(PLEASE PRINT NAME AS YOU WISH IT TO APPEAR ON THE BALLOT * – NAME MAY NOT BE CHANGED AFTER THE END OF QUALIFYING)

am a candidate for the nonpartisan office of City Council, 4

(office) (district #)

_____, _____; I am a qualified elector of Brevard County, Florida;

(circuit #) (group or seat #)

I am qualified under the Constitution and the Laws of Florida to hold the office to which I desire to be nominated or elected; I have qualified for no other public office in the state, the term of which office or any part thereof runs concurrent with the office I seek; and I have resigned from any office from which I am required to resign pursuant to Section 99.012, Florida Statutes; and I will support the Constitution of the United States and the Constitution of the State of Florida.

X _____ (703)201-8811 lorraine.koss@gmail.com

Signature of Candidate | Telephone Number | Email Address

2115 N. Indian River Drive, Cocoa, FL, 32922

Address | City | State | ZIP Code

Candidate's Florida Voter Registration Number (located on your voter information card): #119846424

* Please print name phonetically on the line below as you wish it to be pronounced on the audio ballot for persons with disabilities (*see* instructions on page 2 of this form):

_____

STATE OF FLORIDA

COUNTY OF Brevard

Sworn to (or affirmed) and subscribed before me this 19th day of September, 2016.

Personally Known: _____ or

Produced Identification: ✓

Type of Identification Produced: FLDL

Carie E. Shealy

Signature of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public

CARIE E. SHEALY
MY COMMISSION # FF 040504
EXPIRES: August 30, 2017
Bonded Thru Notary Public Underwriters

DS-DE 25 (Rev. 5/11)

Rule 1S-2.0001, F.A.C.

Statement of Interest

City Council District 4

Lorraine L. Koss

I believe in Cocoa. We bought our home specifically in Cocoa because it has all the seeds of a larger metropolitan area. It has the charm of a Village while sitting on the natural beauty of the Indian River Lagoon. Like the rest of the Council, I want to make Cocoa an even better place to live, work and play. We are blessed in our location that gives us primary responsibility for water services; adorns our shores with the natural resources of the Lagoon; and, clusters us with such high-tech neighbors as NASA and the Florida Solar Energy Center (FSEC). If appointed Councilwoman, I will seek to make the most of all of these to serve the citizens of District 4 and Cocoa at large.

I am an infrastructure advocate. Cocoa has a rich asset in its role as water purveyor for much of the County. With that asset comes tremendous responsibility to be the guardian of public and environmental health for now and the future. Our approach to leveraging the assets, valuing and protecting our water and services will be critical. My career in water policy and communications has familiarized me with a wide scope of water quality and quantity, as well as water infrastructure (grey and green) issues. In addition, I've had the benefit of seeing a wide-array of practices and solutions. This will enhance the Council's considerations while working with its competent staff to make the wisest decisions.

I am passionate about the Indian River Lagoon. As Councilwoman, I will enthusiastically work to restore our greatest natural resource. I have reviewed the County's plan and considered how it may impact our municipality and citizens. My graduate degree in environmental management taught me to be alert to unintended consequences and the complexities of environmental mitigation. We will likely have many challenges ahead in the Lagoon's restoration and the need to be diligent over time will be important. Communicating and educating Cocoa's citizens will be essential to maintaining their support over the long haul.

I will work to see smart growth powered by clean energy. I would love to see a cluster of smart growth opportunities powered by clean energy in District 4. My volunteer work promoting solar co-ops is inspired by the belief that we have an opportunity to attract complementary businesses given our status as home to FSEC and neighbor to NASA. As a Councilwoman, I will work to see that development benefits our low and moderate income neighborhoods with a recognition that strengthening these communities is a win-win for all.

I will represent District 4 citizens with sensitivity. Through volunteer involvement I've grown an appreciation for the complexity of perspectives Council members must take into account at each public meeting. I appreciate the patience and listening practiced by the Council as they seek to understand citizen viewpoints and strengthen our local democracy. I've methodically driven District 4 neighborhoods and reached out to a variety of constituencies within to develop a sense for their issues. This learning mode will be on-going.

LORRAINE L. KOSS
2115 N. Indian River Drive. Cocoa. Florida 32922 U.S.A. • Cell 703-201-8811 • Lorraine.Koss@gmail.com
• Skype lorraine.loken • @llkoss • www.linkedin.com/in/lorraineKoss

EDUCATION:
Duke University • Durham, N.C. • Masters Environmental Management • 2009
Trinity University • Washington D.C. • Communications • 1997

EXPERIENCE:
Contract & Volunteer Services • 2016
Projects include writing a Business/Communications plan for the Indian River Lagoon Report Card (Marine Resources Council) and organizing support for FL SUN co-ops (Florida Solar United Neighborhoods).

U.S. Water Alliance • Deputy Director • 2010 – January, 2016
Managed operations and development for a policy focused national, D.C. based non-profit with $2M annual budget. Identified and implemented program opportunities for briefings, conferences, and recognition programs to help usher in the paradigm shift toward green infrastructure and resource recovery solutions within the water sector. Convened national dialogues of diverse sector leaders, water, business, agriculture, non-profit. Responsible for public communications, press relations, branding, etc. Directed programs (2 junior staff), most notably:

- Mississippi River Nutrient Dialogues – discussions between agriculture and water managers to reach consensus on policy recommendations.
- One Water Leadership Summit – national conference in different cities, 300 attendees, 2-day program for peer exchange and education;
- U.S. Water Prize – solicitation of candidates and facilitation of review panels, gala and ceremony planning, attended by 300 at National Geographic headquarters;
- Value of Water Coalition public relations campaign – support and development coalition of leaders to raise profile of need for investment in water infrastructure.

Water Environment Federation • Senior Manager Public Communications • 1993–2009
Developed national public education program from its genesis – strategic planning, fundraising ($250K annual budget), branding, and media relations. Mobilized network of volunteers for advocacy and knowledge sharing. Liaison to committees, associations and agencies forming national and grassroots coalitions, partnerships, etc. Extensive public speaking at U.S. Member Association conferences, Australia, Canada and China, as well as many water related public events. Managed U.S. EPA Biosolids Public Acceptance Campaign grant (250K). Created numerous programs and products for internal and external target audiences including:

- Water Is Life*, and Infrastructure Makes It Happen* – awareness campaign for rate-payers on the need to invest in water and wastewater infrastructure;
- U.S. Stockholm Junior Water Prize – national high school science competition culminating in annual 3-day event hosting 150 students, teachers, and parents;
- WEF*Teach* – annual full-day teachers workshop on water issues.

-more-

Charlotte Mecklenburg Utility Department • Administrative Officer • 1987–1992
Established CMUD's community relations program. Responsible for the city's involvement in all public outreach programs including school education, National Drinking Water Week, partnerships/sponsorships, watershed festivals and cleanups, xeriscape education, historic designation of properties, community and media relations.

WTVI/Charlotte-Mecklenburg Public Broadcasting Authority • Assistant to Development Director • 1982 – 1986
Worked under the mentorship of the Development Director assisting in all aspects of fund-raising for public broadcasting. Responsible for membership records; on-air membership drive promotions; recruitment, training, and organization of more than 100 volunteers per drive including solicitation of corporate sponsorships for volunteer expenses. Stage management and camera operation for *After Dark* concert series.

APPOINTMENTS:
Water Utility Advisory Board, City of Cocoa, 2014-present
League of Women Voters Space Coast Board Member, 2016-present
Groundwater Foundation Technical Review Board, 2000-2005
Keep America Beautiful Public Education Advisory Board, 1994-1997
Chair & Founder of the NC Water for People chapter, 1989-1992

AWARDS:
Associations Advance America Honor Roll, *Water Is Life*, 2010
National Association of Environmental Professionals, *The Water Sourcebook,* 1998
U.S. Environmental Protection Agency, *The Water Sourcebook* series, 1998
American Society of Association Executives, WEF*Teach*, 1997
Charlotte Mecklenburg Earth Coalition, *Water Woman,* 1991

AFFILIATIONS:
Indian River Lagoon Coalition member
Marine Resources Council member
Sierra Club Seaturtle Chapter member
The Climate Project presenter (Gore trainee), 2006 & 2007
Virginia Cooperative Extension – Master Gardener 2001
Yoga Alliance, registered teacher, 2007-present

Lorraine L. Koss
REFERENCES

Benjamin H. Grumbles
Secretary of the Environment, State of Maryland
(former President of USWA)
1800 Washington Blvd.
Baltimore, MD 21230
410-537-4187
Cell: 443-750-2707
ben.grumbles@maryland.gov

Tracy G. Mehan, III
Executive Director Government Affairs
(former Executive Director for USWA)
American Water Works Association
1300 Eye Street, Suite 701W
Washington, DC 20005
202-326-6125
Cell: 703-850-9401
tmehan@awwa.org

Dr. Leesa Souto
Executive Director
Marine Resources Council
3725 Dixie Hwy., N.E.
Palm Bay, FL 32905
Cell: 321-749-2277
leesa@mrcirl.org

Fran Baer
Co-President
League of Women Voters-Space Coast
149 Bonita Street
Titusville, FL 32780
Cell: 321-543-2551
fbaer@cf.rr.com

Claudio Ternieden
Government Affairs Director
Water Environment Federation
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Alexandria, VA 22314
703-684-2400
Cell: 703-501-7871
cternieden@wef.org

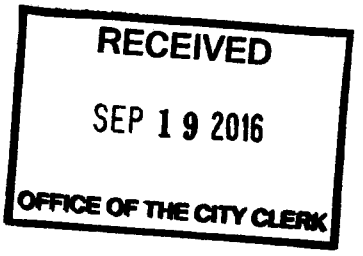
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Founder & Member
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Washington, DC 20004
202-280-6362
Cell: 267-232-0485
brent.fewell@earthandwatergroup.com

Mary Ann Dickinson
President & CEO
Alliance for Water Efficiency
33 N. LaSalle Street, Suite 2275
Chicago, Illinois 60602
773-360-5100
Cell: 909-225-0479
maryann@a4we.org

Julianne Trowbridge LaRock
Section Administrator
South Florida Water Management District
3301 Gun Club Road
West Palm Beach, Florida 33406
561-682-6747
Cell: 321-917-2632
jlarock@sfwmd.gov

Rob Schweinfurth (formerly with WEF)
Physical Scientist
Energy Ecological Systems, U.S. EPA
Washington, DC 20460.
202-564-2584
Cell: 410-381-2072
rob.schweinfurth@epa.gov





CITY OF COCOA
APPLICATION FOR SEAT/DISTRICT 4 CITY COUNCIL VACANCY
(REMAINDER OF UNEXPIRED FOUR YEAR TERM)

The City Council will consider appointing a qualified person to serve as a Seat/District 4 City Councilmember. The appointment will be for the remaining balance of the unexpired term which expires in November 2018. The appointment shall be at the sole and absolute discretion of the City Council pursuant to the powers vested in the City Council by City Charter and applicable law.

The City Charter requires that any person serving on the City Council for Seat/District 4 must be domiciled in district 4 for at least one year prior to the date of qualification for office and shall have the qualifications of a city elector and shall be domiciled within the district during their term as councilmember. Further, City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1]. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: ZACKARIAH LEWIS Application Date: 09-19-16

Street Address, Including Zip Code: 1420 DIXON BLVD #213

Telephones: Home: _____ Work: _____ Pager: _____ Cell: 321-431-8353

Place of Business: N/A

Title/Position Held: _____

Date of Birth[2] 06/09/1944

Email Address: LEWIS1972@BELLSOUTH.NET

ELIGIBILITY

Have you been domiciled within District 4 for at least 1 year prior to the date of this Application?	Yes	✓	No	
Do you own property or a business in Cocoa?	Yes		No	✓
Are you registered to vote in the City of Cocoa, Florida?	Yes	✓	No	
Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	Yes		No	✓

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

If yes, have your civil rights been restored? Yes ____ No ✓
Do you consent to a standard criminal background check? Yes ____ No ✓
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ✓ No ____ V-CoP
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No ✓
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No ✓

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(Additional Information May be Attached)

Briefly state your interest in serving on the City Council. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the City Council. PLEASE INCLUDE A CURRENT RESUME IF AVAILABLE.

SEE ATTACHED MATERIAL

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____ African-American
____ Asian-American
____ Hispanic-American
____ Native American
✓ Caucasian

GENDER

✓ Male
____ Female

DISABILITY

NO Physically Disabled

APPLICANT CERTIFICATION

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4. If appointed to serve on the City Council, I acknowledge that this is my obligation and duty to comply with the following:

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   b. Florida Sunshine Law (Florida Statutes, Chapter 286)
      http://www.flsenate.gov/Statutes
   c. Applicable City Council Rules of Procedure and Code of Conduct.

Signature: Zackarah Lewis Date: 9/19/16

Social Security No: [redacted]

Drivers License No: _____

This form must be fully completed and returned to:
Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922

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Please read carefully.

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ALL MEETINGS OF THE CITY COUNCIL ARE OPEN TO THE PUBLIC.

RECEIVED
SEP 19 2016
OFFICE OF THE CITY CLERK

CITY OF COCOA, FLORIDA
AFFIDAVIT OF RESIDENCY
& STATEMENT OF CANDIDATE

"I am a candidate for City of Cocoa District 4, and I agree to serve if I am elected. I am a qualified voter in the State of Florida and I have resided in the City of Cocoa, or in an area which has been annexed by the City of Cocoa, for at least one year immediately preceding my qualifying herein.

ZACKARIAH LEWIS — Printed name of candidate

Zackariah Lewis — Signature of Candidate

CURRENT RESIDENCE: 1420 DIXON BLVD # 315

If in current residence for less than one year, please complete residence information for past year:

Dates: (from/to) Residential Address:

STATE OF FLORIDA
COUNTY OF BREVARD

Sworn to (or affirmed) and subscribed before me this 19th day of September, 2016, by Zachariah Lewis, candidate for City of Cocoa District 4.

Personally known _____ or Produced identification ✓
Type of identification produced FLDL

Carie E Shealy
Notary Public, State of Florida

My Commission Expires:

CARIE E. SHEALY
MY COMMISSION # FF 040504
EXPIRES: August 30, 2017
Bonded Thru Notary Public Underwriters

CITY OF COCOA, FLORIDA

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"I am a candidate for City of Cocoa Council District 4.

I agree to serve if I am elected. I reside at 1420 DIXON BLVD # 315 and represent that my residence is located in Council District 4 and that I am a qualified voter in the State of Florida, have resided in the City of Cocoa, or in an area which has been annexed by the City of Cocoa and have lived at such address for at least one year immediately preceding my qualifying herein."

9/19/2016
Date

Zackariah Lewis
Signature of Candidate

ATTEST:

Carie Stiath
City Clerk

RECEIVED
SEP 19 2016
OFFICE OF THE CITY CLERK

CANDIDATE OATH – NONPARTISAN OFFICE

(Not for use by Judicial or School Board Candidates)

RECEIVED
SEP 19 2016
OFFICE OF THE CITY CLERK

OFFICE USE ONLY

OATH OF CANDIDATE

(Section 99.021, Florida Statutes)

I, ZACKARIAH LEWIS

(PLEASE PRINT NAME AS YOU WISH IT TO APPEAR ON THE BALLOT * – NAME MAY NOT BE CHANGED AFTER THE END OF QUALIFYING)

am a candidate for the nonpartisan office of COCOA DISTRICT 4, 4
(office) (district #)

_____, _____; I am a qualified elector of BREVARD/COCOA County, Florida;
(circuit #) (group or seat #)

I am qualified under the Constitution and the Laws of Florida to hold the office to which I desire to be nominated or elected; I have qualified for no other public office in the state, the term of which office or any part thereof runs concurrent with the office I seek; and I have resigned from any office from which I am required to resign pursuant to Section 99.012, Florida Statutes; and I will support the Constitution of the State of Florida.

Zackariah Lewis ( ) LEWIS1970@BELLSOUTH.

Signature of Candidate | Telephone Number | Email Address

1420 DIXON BLVD COCOA FL 32922

Address | City | State | ZIP Code

Candidate's Florida Voter Registration Number (located on your voter information card): 100968894

* Please print name phonetically on the line below as you wish it to be pronounced on the audio ballot for persons with disabilities (*see* instructions on page 2 of this form):

_____

STATE OF FLORIDA
COUNTY OF Brevard

Sworn to (or affirmed) and subscribed before me this 19th day of September, 2016.

Personally Known: _____ or

Produced Identification: ✓

Type of Identification Produced: FLDL

Carie E. Shealy
Signature of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public

CARIE E. SHEALY
MY COMMISSION # FF 040504
EXPIRES: August 30, 2017
Bonded Thru Notary Public Underwriters

DS-DE 25 (Rev. 5/11)

Rule 1S-2.0001, F.A.C.

Zackariah Lewis
1420 Dixon Blvd. #315
Cocoa, Fl 32922
321-431-8353
Lewis1972@bellsouth.net

September 7, 2016

Dear Mayor Parrish and City Council Members:

Please find enclosed the following list of accomplishments and awards that I have received over the past several years.

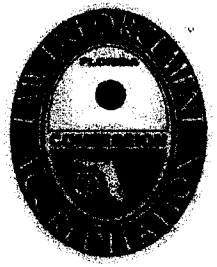
- **Served on the Cocoa Redevelopment Advisory Board January, 1989.**
- **Letter of Acknowledgement for Past Serviced dated April 1, 2011.**
- **Letter of Re-Appointment to the Cocoa Code Enforcement Board dated April 25, 2012.**
- **Letter of Appreciation for Service on April 20, 2013.**
- **I served on the Code Enforcement Board for seven years.**
- **Became a V-Cop after serving on the Code Enforcement Board.**
- **Received V-Cop of the Quarter May 26, 2016.**
- **Received V-Cop of the Year 2015.**

I humbly request your consideration for me to fill the vacant seat of the 4th District Council Seat.

Thank you for your consideration.

Zackariah Lewis

Cocoa Police Department



VCOP of the Year 2015

Is Bestowed Upon

Zackariah Lewis

For exemplifying the highest ideals of this organization while serving the City of Cocoa Police Department during the previous quarter. This extraordinary performance of duty is in keeping with the highest traditions of Law Enforcement and reflects great credit upon the volunteer, the Cocoa Police Department, and the entire police profession.

(2015)

Awarded this 26th day of May 2016

Cpl. John A. Picheco, Awards Committee Chairman

Chief Michael Cantaloupe, Chief of Police

Cocoa Police Department

VCOP of the Quarter

Is Bestowed Upon

Zackariah Lewis

For exemplifying the highest ideals of this organization while serving the City of Cocoa Police Department during the previous quarter. This extraordinary performance of duty is in keeping with the highest traditions of Law Enforcement and reflects great credit upon the volunteer, the Cocoa Police Department, and the entire police profession.

(July – August – September 2015)

Awarded this 26rd day of May, 2016

Cpl. John A. Picheco, Awards Committee Chairman

Chief Michael Cantaloupe, Chief of Police

January [redacted]

Mr. Zack Lewis
23 Olive Street
Cocoa, FL 32922

Dear Mr. Lewis:

Congratulations on your recent appointment to the Cocoa Redevelopment Advisory Board. Your term will run through December 31, 1989. I have already provided you with some of the basic information you'll need to help prepare you for your role as a Board member. If you should have any questions regarding the purpose of or operations of the Board or any of the projects, please feel free to contact me at 639-7567.

Welcome Aboard. I'm looking forward to working with you.

Sincerely,

Merrill Ladika

Merrill Ladika
Redevelopment Coordinator

/ah

Cocoa Redevelopment Agency

Office of the City Clerk

Joan Clark, MMC
65 Stone Street
Cocoa, Florida 32922

jclark@cocoafl.org

(321) 433-8488 – phone
(321) 433-8455 - facsimile

September 23, 2011

Mr. Zack Lewis
2600 Clearlake Road, 16-H
Cocoa FL 32926

Re: Consideration for appointment to Code Enforcement Board as a regular member.

Dear Mr. Lewis:

This letter serves to advise you that the Cocoa City Council, at its regular meeting of September 27, 2011, will consider your appointment to the Code Enforcement Board as a regular member. If you are appointed, you will serve through June of 2012, which is the unexpired term left vacant by the resignation of Ms. Mary Lorkovic.

If you wish to attend, the City Council meeting will commence at 7:00 p.m. in Council Chambers, Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call.

Sincerely,

Joan Clark

Joan Clark, MMC
City Clerk
City of Cocoa

c: J. Titkanich, Community Development Director
M. Stearns, Code Enforcement Recording Secretary

Office of the City Council

Henry U. Parrish III, Mayor
Tyler Furbish, Deputy Mayor
Don Boisvert, Councilman, District 3
Brenda Warner, Councilwoman, District 2
Clarence Whipple, Jr., Councilman, District 1

65 Stone Street
Cocoa, Florida 32922

(321) 433-8683 – phone
(321) 433-8455 - facsimile

April 10, 2013

Zack Lewis
2600 Clearlake Road #16H
Cocoa, FL 32922

Dear Mr. Lewis:

Just a note to let you know that your hard work during the past year has been sincerely appreciated, especially during these fiscally challenging times.

The volunteers that share ideas and suggestions based on their experiences shape the framework of our community.

We realize that a thank you is a small reward for your diligent work. We just wanted to let you know how much we value your service.

Sincerely,

Henry U. Parrish III
Mayor

Tyler Furbish
Deputy Mayor

Don Boisvert
Councilman, District 3

Brenda Warner
Councilwoman, District 2

Clarence Whipple, Jr.
Councilman, District 1



Office of the City Council

Michael C. Blake, Mayor
Jake Williams, Jr., Deputy Mayor
Don Boisvert, Councilman, District 3
Tyler Furbish, Councilman, District 4
Clarence Whipple, Jr., Councilman, District 1

65 Stone Street
Cocoa, Florida 32922

(321) 433-8683 – phone
(321) 433-8455 - facsimile

April 1, 2011

Mr. Zack Lewis
2600 Clearlake Rd.
#16-H
Cocoa, FL 32922

Dear Mr. Lewis:

Just a note to let you know that your hard work during the past year has been sincerely appreciated, especially during these fiscally challenging times.

The volunteers that share ideas and suggestions based on their experiences shape the framework of our community.

We realize that a thank you is a small reward for your diligent work. We just wanted to let you know how much we value your service.

Sincerely,

Michael C. Blake
Mayor

Jake Williams, Jr.
Deputy Mayor

Don Boisvert
Councilman, District 3

Tyler Furbish
Councilman, District 4

Clarence Whipple, Jr.
Councilman, District 1

Serving the Community

City of Cocoa Florida

OFFICE OF THE CITY CLERK
65 Stone Street, Cocoa, Florida 32922
PHONE (321) 433-8480 FAX (321) 433-8455
WEBSITE: www.cocoafl.org

April 25, 2012

Zack Lewis
2600 Clearlake Road #16-H
Cocoa, FL 32922

Re: Reappointment as a Regular Member of the Code Enforcement Board

Dear Mr. Lewis:

This letter serves to provide written notification that, at the regular City Council meeting held on April 24, 2012, you were reappointed as a Regular Member of the Code Enforcement Board through June, 2015.

If you have any questions, or require additional information, please feel free to contact the office of the City Clerk at (321) 433-8488.

Sincerely,

Joan Clark, MMC
City Clerk

c: File
M. Stearns

Serving the Community

City of Cocoa Florida

OFFICE OF THE CITY CLERK
65 Stone Street, Cocoa, Florida 32922
PHONE (321) 433-8480 FAX (321) 433-8455
WEBSITE: www.cocoafl.org

September 28, 2011

Zack Lewis
2600 Clearlake Road
16-H
Cocoa, FL 32922

Re: Appointment as a Regular Member of the Code Enforcement Board

Dear Mr. Lewis:

This letter serves to provide written notification that you were appointed as a Regular Member to the Code Enforcement Board on September 27, 2011. Your term will expire June, 2012.

The Code Enforcement Board meets on the third Thursday of every month. Their Board Secretary, Mary Lou Stearns will provide you with meeting notices and agendas for upcoming meetings.

I have enclosed information pertaining to City Boards in general, including Ordinance 20-03, which sets forth the attendance requirements for regular and alternate board members in paragraph (g).

Also enclosed are excerpts from the Government in the Sunshine Manual. Please note that all City Board meetings, including workshops, standing committees, ad hoc committees, etc., fall under the parameters of the Government in the Sunshine provisions. Also covered are conversations between members of the same board via telephone, memoranda, computers, informal gatherings, etc.

Government in the Sunshine allows the public access to the same information board members have and utilize in decision making, such that the public may hear and see everything that board members together hear and see in considering actions/requests that may come before them in the foreseeable future. Please review this material and adhere to its requirements so that violations of Government in the Sunshine do not occur.

If you have any questions, or require additional information, please feel free to contact the Office of the City Clerk at (321) 433-8488.

Sincerely,

Joan Clark, MMC
City Clerk

/cs

c: M. Stearns
File

CITY OF COCOA

NOTICE OF PUBLIC MEETING

Re: CONSIDER APPOINTING QUALIFIED PERSON TO FILL VACANCY ON THE CITY COUNCIL SEAT FOR SEAT/DISTRICT 4

NOTICE is hereby given that a Special City Council Meeting will be held on Tuesday, September 27, 2016, at 5:00 p.m. for the purpose of considering applications of qualified persons desiring to serve on the City Council by filling a current vacancy for Seat/District 4.

Those interested in being considered must meet the qualification requirements in the City Charter and be domiciled in District 4 for at least one year prior to the date of qualification for office and shall have the qualifications of a city elector and shall be domiciled within the district during their term as councilmember. Prospective candidates must complete an application and qualifying package in accordance with the City of Cocoa Charter. Those who wish to be included in the selection process can pick up an application and packet from the City Clerk's Office, located in Cocoa City Hall, at 65 Stone Street, in Cocoa, Florida, 32922 from 8 a.m. until 5 p.m., Monday through Friday.

Applicant Packets will be due to the City Clerk by Monday, September 19, 2016, at NOON. Packets submitted after this deadline will not be accepted.

For further information on application process, please contact the Office of the City Clerk by phone at 321-433-8484, by email to cshealy@cocoafl.org, or by visiting Cocoa City Hall at 65 Stone Street, Cocoa, Florida. City Hall hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Dated this the 14th day of September, 2016

/s/ Carie Shealy
Carie Shealy, CMC, City Clerk
City of Cocoa

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0001584422
Pymt Method Invoice
Net Amt: $121.14

Run Times: 1

No. of Affidavits: 1

Run Dates: 09/16/16

Text of Ad:

AD#1584422 9/16/16

CITY OF COCOA
NOTICE OF PUBLIC MEETING
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Applicant Packets will be due to the City Clerk by Monday, September 19, 2016, by 12:00 p.m. Packets submitted after this deadline will not be accepted.

For further information on application process, please contact the Office of the City Clerk by phone at 321-433-8484, by email to cshealy@cocoafl.org, or by visiting Cocoa City Hall at 65 Stone Street, Cocoa, Florida. City Hall hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Dated this the 14th day of September, 2016
/s/ Carie Shealy
Carie Shealy, CMC, City Clerk
City of Cocoa

Carie Shealy

From: Samantha Senger
Sent: Thursday, September 15, 2016 11:56 AM
To: Carie Shealy
Subject: RE: AD 2016 for District 4 CITY OF COCOA.docx

This has been posted to the news section of the website and to our social media pages.

Samantha Senger
Public Relations Specialist
City of Cocoa
65 Stone St., Cocoa, FL 32922
(321) 433-8685 I ssenger@cocoafl.org
Fax: (321) 433-8690
www.cocoafl.org

From: Carie Shealy
Sent: Wednesday, September 14, 2016 3:12 PM
To: Samantha Senger
Subject: FW: AD 2016 for District 4 CITY OF COCOA.docx

HI Sam,
Please disregard the first attachment and use this one.

Thank you!

Carie Shealy, CMC
City Clerk
65 Stone St., Cocoa, FL 32922
(321) 433-8484 I cshealy@cocoafl.org
Fax: (321) 433-8455

Serving our Community with PRIDE!

Stay Connected: www.cocoafl.org

From: Carie Shealy
Sent: Wednesday, September 14, 2016 1:43 PM
To: Samantha Senger
Subject: AD 2016 for District 4 CITY OF COCOA.docx

Sam,
Could you please place the following Notice on the main page of the website and do a blast on Social Media. It is for the fulfillment of Furbish's seat and we need to get it out as many ways as we can.

I have submitted to the paper to run and will have it posted at the library, on our boards and tv's in the lobby.

Thank you!

Carie Shealy

From: Marian Griffin <mgriffin@brev.org>
Sent: Thursday, September 15, 2016 11:31 AM
To: Carie Shealy
Subject: Re: Please post

Posted.
M

Marian H. Griffin
Director, Central Brevard Library and Reference Center
mgriffin@brev.org
321-635-7845

From: Carie Shealy <cshealy@cocoafl.org>
Sent: Wednesday, September 14, 2016 3:20 PM
To: Marian Griffin
Subject: Please post

Good afternoon,
Could you please post the attached Notice of Meeting, it is in regards to fulfilling a vacancy on Council and we need to have it posted where we are able to.

Thank you!

Carie Shealy, CMC
City Clerk
65 Stone St., Cocoa, FL 32922
(321) 433-8484 I cshealy@cocoafl.org
Fax: (321) 433-8455

Serving our Community with PRIDE!

Stay Connected: www.cocoafl.org

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RESOLUTION NO. 2016-94

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, OFFICIALLY RECOGNIZING AND DECLARING A VACANCY IN SEAT 4 OF THE CITY COUNCIL PURSUANT TO ARTICLE III, SECTION 10 OF THE CITY CHARTER; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Article III, Section 11 of the City Charter, the City Council is the sole judge of the election and qualifications of its members; and

WHEREAS, a vacancy on the City Council occurs when a councilmember dies while serving on the City Council upon his or her death; and

WHEREAS, the City Council desires to recognize that Councilmember Tyler Furbish has unfortunately passed away on August 20, 2016 while currently serving on the City Council; and

WHEREAS, in recognition of the death of Councilmember Furbish, the City Council desires to officially declare Seat 4 on the City Council vacant pursuant to Article III, Section 10(a) of the City Charter; and

WHEREAS, due to the creation of the vacancy, the City Council intends to exercise its duty to attempt to appoint, by majority vote of at least three remaining councilmembers, a duly qualified citizen to fill the vacancy during the next two duly held regular City Council meetings, or the City Clerk will schedule a special election; and

WHEREAS, this Resolution is hereby deemed by the City Council to be in the best interest of the City of Cocoa.

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

SECTION 1. Vacancy on City Council.

(A). Pursuant to Article III, Section 10(a) of the City Charter, the City Council hereby officially recognizes and declares City Council Seat 4 vacant due to the death of Councilmember Tyler Furbish. Said declaration and vacancy shall be deemed effective on August 23, 2016 pursuant to this Resolution.

(B). Pursuant to Article III, Section 10 of the City Charter, the City Council shall exercise its duty to attempt to appoint, by majority vote of at least three remaining councilmembers, a duly qualified citizen to fill the vacancy. The appointment shall be made at either of the next two (2) duly scheduled and held

regular City Council meetings. If the City Council fails to fill the vacancy by appointment within the time prescribed by the City Charter and this Resolution, the City Clerk shall be required to schedule a special election pursuant to the provisions of Article III, Section 10(b) and Article XVII, Section 5 of the City Charter.

SECTION 2. Repeal of Prior Inconsistent Resolutions.

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

SECTION 3. Severability.

Should any section or provision of this Resolution, or any portion hereof, any paragraph, sentence, or work be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

SECTION 4. Effective Date.

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 23rd Day of August, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	16-402	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	9/6/2016			**In control:**	City Council
On agenda:	9/13/2016			**Final action:**	
Title:	Take whatever action the City Council deems legally necessary to fill the Seat (District) 4 vacancy on the City Council pursuant to Article III, Section 10 (a) of the City Charter. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	1. 2016-94 (Recognizing and Declaring a Vacancy in Seat 4 of the City Council).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 6, 2016
Agenda Date: September 13, 2016
Prepared By: Carie Shealy, City Clerk
Anthony A. Garganese, City Attorney
Through: John Titkanich, City Manager
Requested Action:
Take whatever action the City Council deems legally necessary to fill the Seat (District) 4 vacancy on the City Council pursuant to Article III, Section 10 (a) of the City Charter.

BACKGROUND:

Councilman Tyler Furbish passed away due to illness on August 20, 2016. At the City Council meeting held on August 23, 2016, Resolution No. 2016-94 was approved which officially recognized and declared a vacancy in Seat 4 of the City Council pursuant to Article III, Section 10 of the City Charter.

City Charter, Article III, Section 10 (a) states that *"A vacancy in a councilmember's office shall occur upon the death, resignation, removal from office as authorized by law, or forfeiture of office of the councilmember. In the event of such a vacancy, it shall be the duty of the remaining members, absent the councilmember that created the vacancy, at either of the next two regular meetings following the creation of such vacancy, to select a duly qualified citizen to fill said vacancy until the next general election; except that no such appointment shall be made during the period between any election and the time the newly elected councilmembers are seated. Appointment of such person shall be by the affirmative vote of three (3) councilmembers."*

As such, the City Council has a "duty" to attempt to fill the vacancy, by majority vote of at least 3 of the remaining City Councilmembers, at this regular Council meeting or the next regularly scheduled

and held City Council meeting. The next regular City Council meeting is scheduled for September 27, 2016.

Given that the vacancy is related to Seat (District) 4, any person appointed to fill the vacancy must meet all of the qualifications for Seat 4 in order to serve on the City. Specifically, pursuant to Article III, Section 1 of the City Charter, that person *"shall have been domiciled within the district … for at least one year prior to the date of qualification for office and shall have the qualifications of a city elector and shall be domiciled within the district during their term as councilmember."*

Any person appointed by the City Council to serve in Seat 4 will serve the remaining balance of the existing four (4) year term which will expire at the general election held in November of 2018.

At this time, the City Council is working under a tight time frame per the City Charter. Generally, the City Council has the following two options for appointing a duly qualified person to fill the vacancy and serve as a Seat 4 City Councilmember:

1. The City Council can take a less structured approach and leave it up to each City Councilmember to nominate one or more duly qualified persons for consideration by the City Council. However, the nominations must occur at this meeting or the next held regular City Council meeting, or

2. The City Council can take a more structured approach and require that a public notice be published in various places advising interested candidates to file an application for serving in the District 4 seat by 12:00 P.M., Monday, September 19, 2016. Candidate application packages that were timely submitted to the Office of the City Clerk will be reviewed to determine whether the person is qualified to serve in Seat 4. Qualified candidate applications will be distributed to the City Council by the end of the day on September 19th and placed on the next regular City Council agenda for consideration.

Regardless of the option chosen, candidates must be qualified. The City Council may also interview candidates including, if necessary, holding one or more special meetings to consider and interview candidates willing to serve on the City Council as a Seat 4 Councilmember. However, any special meeting must occur prior to the next regularly held City Council meeting.

Any appointment of a qualified person made by the City Council to fill the vacancy will be effective immediately upon acceptance by the person and upon the candidate taking the oath of office.

The City Council must appoint a duly qualified person to fill the Seat 4 vacancy by the end of the next held regular City Council meeting, or the City Clerk will be required to commence the process of qualifying candidates and scheduling a special election to fill the vacancy in Seat 4 in accordance with Article III, Section 10 of the City Charter. If a special election is required, the special election would likely not occur until early 2017.

STRATEGIC PLAN CONNECTION:

NA

powered by Legistar™

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

Take whatever action the City Council deems legally necessary to fill the Seat (District) 4 vacancy on the City Council pursuant to Article III, Section 10 (a) of the City Charter. .

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Legislation Details (With Text)

File #:	16-403	**Version:** 1	**Name:**	August, 2016 Monthly Purchasing Approval Information
Type:	Informational Item		**Status:**	Agenda Ready
File created:	9/6/2016		**In control:**	City Council
On agenda:	9/27/2016		**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $25,000 and under $50,000 for period 10/01/2015 to 08/31/2016. (Finance Director)			
Sponsors:				
Indexes:				
Code sections:				
Attachments:	PO Monthly Report to City Council 10.01.15 thru 08.31.16.pdf			

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	September 6, 2016
Agenda Date:	September 27, 2016
Prepared By:	Sonja D. Hamilton-Suarez, Purchasing/Contract Manager
Through:	Teri Butler, CGFO, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $25,000 and under $50,000 for period 10/01/2015 to 08/31/2016**.**

BACKGROUND:

The following reports for the period October 01, 2015 through August 31, 2016 provide a summary of all the purchases $25,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

None. Information only.



Purchase Order Approvals 10-01-15 thru 08-31-16

$25,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 110

City Manager = 66

City of Cocoa CRA Board = 5

City Council = 39

Purchase Order Approvals 10-01-15 thru 08-31-16
$25,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
66675	10/5/2015	Pace Analytical Services, Inc.	$ 28,000.00	10/2/2015	John A. Titkanich, Jr. AICP
66740	10/6/2015	Cutwater Asset Management Corp.	$ 37,500.00	10/5/2015	Micki Abdi (Acting)
66746	10/6/2015	Brevard County Board of County Comm.	$ 30,000.00	10/5/2015	Micki Abdi (Acting)
66760	10/6/2015	Garganese, Weiss & D'Agresta	$ 35,000.00	10/5/2015	Micki Abdi (Acting)
66797	10/7/2015	Ricoh USA, Inc.	$ 46,000.00	10/6/2015	John A. Titkanich, Jr. AICP
66902	10/9/2015	MCCI, LLC	$ 49,733.14	10/9/2015	Micki Abdi (Acting)
66964	10/15/2015	Iwater, Inc.	$ 32,000.00	10/14/2015	John A. Titkanich, Jr. AICP
66970	10/15/2015	Cemex	$ 25,000.00	10/14/2015	John A. Titkanich, Jr. AICP
66975	10/15/2015	Sunstate Meter & Supply Inc.	$ 27,224.00	10/14/2015	John A. Titkanich, Jr. AICP
66997	10/19/2015	Trane Orlando Company	$ 46,508.00	10/17/2015	John A. Titkanich, Jr. AICP
67041	10/22/2015	Quentin L. Hampton Assoc.	$ 30,281.00	10/21/2015	John A. Titkanich, Jr. AICP
67043	10/22/2015	Insource Software Solutions	$ 36,728.10	10/21/2015	John A. Titkanich, Jr. AICP
67044	10/22/2015	Brev Cty Emergency Management	$ 27,771.00	10/21/2015	John A. Titkanich, Jr. AICP
67061	10/22/2015	Architects RKZ, Inc.	$ 37,856.08	10/21/2015	John A. Titkanich, Jr. AICP
67062	10/22/2015	Industrial Chemicals Inc.	$ 27,680.00	10/21/2015	John A. Titkanich, Jr. AICP
67070	10/23/2015	Ring Power Corporation	$ 42,973.00	10/22/2015	John A. Titkanich, Jr. AICP
67077	10/26/2015	Air Liquid Industrial	$ 37,814.00	10/23/2015	John A. Titkanich, Jr. AICP
67113	10/29/2015	CDM Smith Inc.	$ 29,813.00	10/28/2015	John A. Titkanich, Jr. AICP
67152	11/5/2015	CDM Smith Inc.	$ 39,000.00	11/4/2015	Micki Abdi (Acting)
67182	11/9/2015	G4S Secure Solutions	$ 40,415.00	11/6/2015	John A. Titkanich, Jr. AICP
67183	11/9/2015	Cathedral Corporation	$ 30,000.00	11/6/2015	John A. Titkanich, Jr. AICP
67184	11/9/2015	Underwater Solutions, Inc.	$ 37,890.00	11/6/2015	John A. Titkanich, Jr. AICP
67185	11/9/2015	Garganese, Weiss & D'Agresta	$ 49,500.00	11/6/2015	John A. Titkanich, Jr. AICP
67221	11/16/2015	Parsons Brinckheroff Inc.	$ 30,000.00	11/13/2015	John A. Titkanich, Jr. AICP
67249	11/17/2015	CDM Smith Inc.	$ 30,000.00	11/16/2015	John A. Titkanich, Jr. AICP
67340	11/25/2015	Odyssey Manufacturing Co.	$ 30,560.00	11/24/2015	John A. Titkanich, Jr. AICP
67352	11/25/2015	Trekker Tractor LLC	$ 38,193.25	11/24/2015	John A. Titkanich, Jr. AICP
67396	12/3/2015	Odyssey Manufacturing Co.	$ 29,600.00	12/3/2015	John A. Titkanich, Jr. AICP
67397	12/3/2015	S & L Materials, Inc.	$ 35,000.00	12/3/2015	John A. Titkanich, Jr. AICP
67484	12/16/2015	Bauer Compressors Inc.	$ 45,061.80	12/15/2015	John A. Titkanich, Jr. AICP
67487	12/16/2015	Sunstate Meter & Supply Inc.	$ 43,350.00	12/15/2015	John A. Titkanich, Jr. AICP
67502	12/17/2015	Sunstate Meter & Supply Inc.	$ 41,644.80	12/17/2015	John A. Titkanich, Jr. AICP
67504	12/17/2015	Duval Ford	$ 29,850.00	12/17/2015	John A. Titkanich, Jr. AICP
67553	12/28/2015	FL Division of Workers Comp.	$ 27,318.63	12/28/2015	John A. Titkanich, Jr. AICP
67580	1/4/2016	CDM Smith Inc.	$ 49,250.00	12/30/2015	John A. Titkanich, Jr. AICP
67626	1/13/2016	Quentin L. Hampton Assoc.	$ 25,205.00	1/13/2016	John A. Titkanich, Jr. AICP
67713	2/3/2016	Empire Computing & Consulting	$ 30,000.00	2/3/2016	John A. Titkanich, Jr. AICP
67757	2/12/2016	Pro Co., Inc.	$ 32,131.00	2/11/2016	John A. Titkanich, Jr. AICP
67759	2/12/2016	Stewarts Electric Motor Works	$ 49,564.90	2/11/2016	John A. Titkanich, Jr. AICP
67785	2/19/2016	Cardno, Inc.	$ 27,525.00	2/19/2016	John A. Titkanich, Jr. AICP
68714	2/25/2016	Architects RZK, Inc.	$ 38,445.65	2/25/2016	John A. Titkanich, Jr. AICP
67868	3/8/2016	Sunstate Meter & Supply Inc.	$ 31,678.40	3/4/2016	John A. Titkanich, Jr. AICP
67900	3/14/2016	Sunstate Meter & Supply Inc.	$ 27,191.20	3/14/2016	John A. Titkanich, Jr. AICP
67934	3/17/2016	Burton & Associates	$ 28,475.00	3/17/2016	John A. Titkanich, Jr. AICP
67936	3/17/2016	Burton & Associates	$ 26,160.00	3/17/2016	John A. Titkanich, Jr. AICP
67948	3/22/2016	Endeavour Elementary School	$ 40,000.00	3/21/2016	John A. Titkanich, Jr. AICP
67950	3/22/2016	Burton & Associates	$ 34,840.00	3/22/2016	John A. Titkanich, Jr. AICP
68061	4/13/2016	Atlantic Development	$ 40,358.13	4/13/2016	John A. Titkanich, Jr. AICP
68082	4/18/2016	Cardno, Inc.	$ 32,250.00	4/15/2016	John A. Titkanich, Jr. AICP
68117	4/25/2016	Cardno, Inc.	$ 25,700.00	4/25/2016	John A. Titkanich, Jr. AICP
68213	5/16/2016	CDW Government	$ 35,945.06	5/13/2016	John A. Titkanich, Jr. AICP
68281	5/26/2016	SDV Services	$ 34,900.00	5/25/2016	John A. Titkanich, Jr. AICP

Purchase Order Approvals 10-01-15 thru 08-31-16
$25,000 to $50,000 By City Manager (Continued)

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
68282	5/26/2016	CDM Smith Inc.	$ 25,000.00	5/25/2016	John A. Titkanich, Jr. AICP
68292	5/31/2016	Coggin Ford	$ 27,305.90	5/27/2016	John A. Titkanich, Jr. AICP
68318	6/1/2016	Bussen Mayer Engineering	$ 44,860.00	5/31/2016	John A. Titkanich, Jr. AICP
68387	6/15/2016	CDW Government	$ 49,915.52	6/14/2016	John A. Titkanich, Jr. AICP
68520	7/25/2016	Barney's Pumps	$ 49,420.00	7/22/2016	John A. Titkanich, Jr. AICP
68559	7/29/2016	CH2M Hill	$ 48,038.22	7/29/2016	John A. Titkanich, Jr. AICP
68581	8/2/2016	Empire Computing & Consulting	$ 35,622.55	8/1/2016	John A. Titkanich, Jr. AICP
68590	8/4/2016	American Grinding Company	$ 28,875.00	8/4/2016	John A. Titkanich, Jr. AICP
68603	8/8/2016	Universal Steel of America	$ 48,469.00	8/5/2016	John A. Titkanich, Jr. AICP
68604	8/8/2016	FL Municipal Insurance	$ 44,498.40	8/5/2015	John A. Titkanich, Jr. AICP
68672	8/18/2016	Dell Computer Corp.	$ 29,954.25	8/18/2016	John A. Titkanich, Jr. AICP
68715	8/26/2016	CE Power Solutions of Florida	$ 49,504.00	8/19/2016	Matthew Fuhrer (Acting)
68718	8/29/2016	Connect Consulting Inc.	$ 50,000.00	8/26/2016	John A. Titkanich, Jr. AICP
68720	8/29/2016	Garganese, Weiss & D'Agresta	$ 30,950.00	8/26/2016	John A. Titkanich, Jr. AICP

66 Purchase Order Approved by City Manager

Purchase Order Approvals 10-01-15 thru 08-31-16
$25,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
67362	11/30/2015	Cocoa Main Street	$ 25,000.00	11/3/2015	COCOA
67465	12/14/2015	Infrastructure Solution Service	$ 33,841.00	2/3/2015	COCOA
67466	12/14/2015	Quentin L. Hampton Assoc.	$ 41,242.91	7/7/2015	COCOA
67497	12/16/2015	Alliance for Neighborhood	$ 25,000.00	12/14/2015	COCOA
68135	4/28/2016	Infrastructure Solution Service	$ 40,000.00	4/18/2016	DIAMOND SQUARE

5 Purchase Order Approved by CRA

Prepared by Purchasing 9/6/2016

Purchase Order Approvals 10-01-15 thru 08-31-16
$25,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
66741	10/6/2015	Carr Riggs & Ingram, LLC	$ 43,500.00	4/24/2012	City Council
66742	10/6/2015	Carr Riggs & Ingram, LLC	$ 43,500.00	4/24/2012	City Council
66907	10/12/2015	H&H Liquid Sludge Disposal, Inc.	$ 40,000.00	9/22/2015	City Council
66913	10/12/2015	ESRI Environmental Systems, Inc.	$ 27,275.00	9/9/2014	City Council
66914	10/12/2015	Glover Oil Company Inc.	$ 26,523.00	7/8/2014	City Council
66956	10/15/2015	Verizon Wireless	$ 42,720.00	7/24/2012	City Council
67042	10/22/2015	Glover Oil Company Inc.	$ 49,000.00	7/8/2014	City Council
67049	10/22/2015	Florida Power & Light	$ 30,000.00	10/13/2015	City Council
67051	10/22/2015	Florida Power & Light	$ 50,000.00	10/13/2015	City Council
67057	10/22/2015	Water Resource Associates	$ 49,500.00	3/24/2015	City Council
67058	10/22/2015	Glover Oil Company Inc.	$ 25,964.00	7/8/2014	City Council
67060	10/22/2015	Lisa Cullen Tax Collector	$ 41,200.00	10/21/2015	City Council
67064	10/22/2015	Brandes Design-Build, Inc.	$ 26,895.00	10/13/2015	City Council
67079	10/26/2015	Glover Oil Company Inc.	$ 28,175.06	7/8/2014	City Council
67237	11/16/2015	United Self Insured Services	$ 50,000.00	9/8/2015	City Council
67264	11/18/2015	CH2M Hill Engineers, Inc.	$ 28,240.22	10/14/2014	City Council
67265	11/18/2015	Coggin Ford	$ 46,904.48	11/10/2015	City Council
67267	11/18/2015	Coggin Ford	$ 27,059.94	11/10/2015	City Council
67269	11/18/2015	Coggin Ford	$ 28,386.97	11/10/2015	City Council
67317	11/23/2015	Coggin Ford	$ 27,296.91	11/23/2015	City Council
67341	11/25/2015	Don Reid Ford Inc.	$ 25,506.00	11/10/2015	City Council
67342	11/25/2015	Don Reid Ford Inc.	$ 25,506.00	11/10/2015	City Council
67343	11/25/2015	Coggin Ford	$ 27,059.94	11/10/2015	City Council
67351	11/25/2015	Coggin Ford	$ 40,950.54	11/10/2015	City Council
67353	11/25/2015	CH2M Hill Engineers, Inc.	$ 38,151.51	5/27/2014	City Council
67398	12/3/2015	Villages Construction Inc.	$ 37,009.89	10/13/2015	City Council
67399	12/3/2015	Myra Planning & Design	$ 45,285.65	3/24/2015	City Council
67401	12/3/2015	Bussen Mayer Engineering	$ 45,000.00	6/23/2015	City Council
67526	12/22/2015	CH2M Hill Engineers, Inc.	$ 25,884.84	12/8/2015	City Council
67560	12/28/2015	Glover Oil Company Inc.	$ 36,908.19	7/8/2014	City Council
67668	1/27/2016	Glover Oil Company Inc.	$ 26,201.85	7/8/2014	City Council
67751	2/11/2016	Duval Ford	$ 43,329.00	1/13/2015	City Council
67866	3/8/2016	Florida Bullet Inc.	$ 27,028.66	2/9/2016	City Council
68215	5/16/2016	Glover Oil Company Inc.	$ 40,577.12	7/8/2014	City Council
68337	6/6/2016	Communications Int'l Inc.	$ 28,205.78	4/26/2016	City Council
68365	6/9/2016	Infrastructure Solution Service	$ 40,245.00	5/24/2016	City Council
69417	6/24/2016	Glover Oil Company	$ 33,744.73	7/8/2014	City Council
68639	8/15/2016	Danus Utilities, Inc.	$ 41,300.00	7/26/2016	City Council
68641	8/15/2016	Danus Utilities, Inc.	$ 40,955.00	7/26/2016	City Council

39 Purchase Order Approved by City Council

Prepared by Purchasing 9/6/2016

Legislation Details (With Text)

File #:	16-408	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/7/2016			**In control:**	City Council
On agenda:	9/27/2016			**Final action:**	
Title:	Review of City of Cocoa and LIUNA Memorandum of Understanding regarding wages.				
Sponsors:	Department Director				
Indexes:	Labor, labor union, Laborers' International Union of North America, LIUNA, wage				
Code sections:					
Attachments:	Final MOU Signed.pdf LIUNA Contract 10-1-15 to 9-30-18.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 20, 2016
Agenda Date: September 27, 2016
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, City Manager
Requested Action:
Review of City of Cocoa and LIUNA Memorandum of Understanding regarding wages.

BACKGROUND:

The City of Cocoa held a special meeting on March 30, 2016 to present an update on the Utilities capital projects and staffing. An executive session was also held with Council following to present information related to wages and vacancies in the Utilities Department among Laborers' International Union of North America (LIUNA).

After that date, in accordance with Article 5.2 of the City/LIUNA Collective Bargaining Agreement, the City requested to reopen Article 14 Wages. Since Article 5.2 allows for modification of an article with mutual consent by a letter of agreement, a contract ratification vote was not required.

The City and Union worked together to identify specific positions that warranted an adjustment based on criteria of being critical to the operations, hard-to-fill, face retention issues, and subjected to evolving market conditions. Overall, there were a total of eight position types, resulting in adjustments for sixteen positions.

The Memorandum of Understanding was executed on September 6, 2016 between LIUNA Business Manager and City Manager. A copy of the executed MOU is attached, which outlines the positions and adjustments made to the LIUNA pay plan and market equity adjustments.

STRATEGIC PLAN CONNECTION:

Employees- By making these wage adjustments and modifications to the LIUNA pay plan will help to recruit and retain a qualified workforce and keep the City competitive with other employers and local governments.

BUDGETARY IMPACT:

Budgeted Yes

Salaries and Benefits in respective FY2017 General, Stormwater, and Water Accounts

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF COCOA
AND
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA (LIUNA)

This is an agreement between the City of Cocoa, hereinafter referred to as City, and the Laborers' International Union of North America Local 678, hereinafter referred to as LIUNA.

In accordance with Article 5.2, this agreement is intended to document the City's and LIUNA's mutual agreement to modify Article 14 Wages and Appendix B-Classification and Pay Plan of the Collective Bargaining Agreement between the City and LIUNA dated October 1, 2015 through September 30, 2018, with the effective date of October 1, 2016.

The City and LIUNA agree to the following:

1. Appendix B, Classification and Pay Plan will be modified as follows:

COVERED POSITIONS	**PAY GRADE**
Apprentice Electrician	LU5
Apprentice Operator	LU8
Automotive Stock Clerk	LU4
Backflow Technician	LU6
Cashier	LU5
Certified Operator "C"	LU9
Certified Operator "B"	LU10
Certified Operator "A"	LU11
Custodial Worker/Janitorial Attendant	LU2
Customer Service Representative	LU5
Customer Service Field Representative	LU5
Electrician I	LU6
Electrician II	LU9

Environmental Analyst I	LU8
Environmental Analyst II	LU11
Heavy Equipment Operator	LU7
Industrial Electrician I	LU7
Industrial Electrician II	LU10
Maintenance Worker I	LU5
Maintenance Worker II	LU6
Crew Leader	LU8
Mechanic I	LU6
Mechanic II	LU8
Meter Reader	LU4
Meter Technician	LU5
Sludge Equipment Operator	LU5
Stock Clerk	LU4
Senior Stock Clerk	LU5
Utility Line Locator	LU6
Utility Mechanic I	LU6
Utility Mechanic II	LU8
Valve Operator	LU6

2. Wage increases/adjustments for fiscal year 2017, effective October 1, 2016, will be processed as follows:

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF COCOA
AND
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA (LIUNA)

a. Bargaining unit employees who are at the minimum of their current pay grades, and whose pay grades are being adjusted, will be brought to the new pay grade minimum. If doing so results in a wage increase of three percent (3%) or more, the bargaining unit employee will not receive any additional wage increase. If doing so results in a wage increase of less than three percent (3%), the bargaining unit employee will receive whatever additional wage increase results in the employee receiving an overall three percent (3%) wage increase. No further wage increases will be provided to the employees covered by this paragraph for fiscal year 2017.

b. Bargaining unit employees who are above the minimum of their current pay grades, and whose pay grades are being adjusted, will receive a wage increase to place their hourly rate at the same relative position in the new pay range, capped at the new ranges' midpoint. For example, if an employee's hourly rate is forty percent (40%) of the way through their current pay range, their hourly rate will be adjusted to the forty percent (40%) mark of the new pay range. If the employee's current hourly rate is above midpoint of the new pay grade, the member will only receive a three percent (3%) wage increase. No further wage increases will be provided to the employees covered by this paragraph for fiscal year 2017.

c. Bargaining unit employees hired prior to June 1, 2016 whose pay grades are not being adjusted will receive a three percent (3%) wage increase. No further wage increases will be provided to the employees covered by this paragraph for fiscal year 2017.

d. Bargaining unit employees hired after June 1, 2016 whose pay grades are not being adjusted will not receive a fiscal year 2017 wage increase.

3. This agreement does not modify the wage increases for fiscal year 2018 of the Collective Bargaining Agreement.

Mutually agreed to on September 6, 2016

Signed: Benjamin Josey LIUNA

Signed: John A. Titkanich, Jr. City of Cocoa

AGREEMENT

between

THE CITY OF COCOA, FLORIDA

(The City)

and

LOCAL 678

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

AFL-CIO

(The Union)

EFFECTIVE

October 1, 2015

through

September 30, 2018

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PREAMBLE

This Agreement is entered into as of October 1, 2015, between the City of Cocoa, hereinafter referred to as the City, and Laborers' International Union of North America (AFL-CIO) (LIUNA) Local 678, hereinafter referred to as the Union. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties, to provide an orderly and peaceful means of resolving any differences or misunderstandings which may arise, and to set forth basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other terms and conditions of employment. There shall be no individual arrangement contrary to the terms provided. Either party shall be entitled to require specific performance of the provisions of this Agreement. It is understood that the City of Cocoa is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general wellbeing of the public and both parties recognize the need of continuous and reliable service to the public.

ARTICLE 1 UNION RECOGNITION

1.1 The City recognizes the Union as the exclusive collective bargaining representative for those employees that the Union is authorized to represent (see Appendix B for those positions included in the bargaining unit) for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

1.2 It is further understood and agreed that the International Representative or Business Manager of Laborers' International Union of North America Local 678, or an alternate, will be the official spokesperson for the Union in any matter between the Union and the City. Any alternate designated by the Business Manager shall be designated in writing and the period of time covered by such designation shall be included in such written designation.

ARTICLE 2 UNION SECURITY AND CHECK-OFF

2.1 The City will make available to all employees in the bargaining unit a copy of this Agreement.

2.2 Upon receipt of a written authorization from an employee covered by this Agreement, the City will deduct from the employee's pay the amount owed to the Union by such employee for dues. It is understood that this provision will provide for regular deductions per pay period. The City will remit to the Union dues deductions of members within thirty (30) days of each payday. The City's remittance will be deemed correct unless the Union gives written notice to the City within thirty (30) days after a remittance is received, of its belief, with reasons stated therefore, that the remittance is incorrect. All Union dues shall be collected by the City by payroll deduction and paid to the Union in the above manner. Written notice of changes in the Union membership dues rate will be sent by certified mail to the City signed by the authorized officer(s)

of the Union, at least thirty (30) days in advance of the effective date of such change.

2.3 No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period, after other deductions, are less than the amount of dues to be checked off.

2.4 Any employee may withdraw membership in the Union upon sixty (60) days written notice to the Union and the Human Resources Division.

2.5 The Union will indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City regarding any check-off of Union dues.

2.6 The City shall provide the Union, upon request, a complete roster of the bargaining unit including name, address, telephone number, classification, and current pay rate. The City shall furnish the Chief Steward and Business Agent a copy of the City Personnel Policies, including any and all changes thirty (30) days prior to their implementation if the changes therein affect bargaining unit employees.

ARTICLE 3 MANAGEMENT SECURITY/NO STRIKE

3.1 Neither the Union nor any of its officers, agents, or any employees covered by this Agreement will instigate, promote, sponsor, engage in or condone any strike or intentional interruption of the operations of the City during the term of this Agreement. Management shall have the right to discharge or otherwise discipline for just cause, any or all employees who violate the provisions of this paragraph.

ARTICLE 4 MANAGEMENT RIGHTS/EMPLOYEE RIGHTS

4.1 Except as specifically abridged, delegated or modified by the provisions of this Agreement, the City has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, the City specifically, but not by way of limitation, reserves the sole and exclusive right to:

A. Determine the purpose and organizational structure of each of its constituent agencies.

B. Exercise control and discretion over the organization and efficiency of its operations.

C. Set minimum performance standards for service to be offered to the public.

D. Change, modify or alter the composition and size of the workforce, including the right to lay off and/or relieve employees from duties because of lack of work, funds, or other legitimate reasons.

E. Determine the location, methods, means and personnel by which operations are to be conducted.

F. Transfer, assign, schedule employees in positions within the organizational structure of the City.

G. Change or modify the number, types, and grades of positions or employees assigned to an organization, unit, division, department, or project.

H. Decide the scope of the service.

I. Hire, examine, classify and/or otherwise determine the criteria and standards of selection for employment.

J. Fire, demote, suspend or otherwise discipline employees for just cause.

K. Test employees pursuant to the provisions contained in this Agreement.

L. Promote and/or otherwise establish criteria and/or procedures for promotions.

M. Recall employees.

N. Determine the starting and quitting time and the number of hours and shifts to be worked, including emergency call-ins for hurricanes, storms, etc.

O. Determine the allocation and content of job classifications; and formulate and/or amend job descriptions, with a copy to be provided to the Union prior to implementation.

P. Determine training parameters for covered positions, including persons to be trained, extent and frequency of training, with reasonable accommodation to provide equitable distribution of training opportunities.

Q. Merge, consolidate, expand, curtail, transfer, contract and/or subcontract work for legitimate reasons or discontinue operations, temporarily or permanently, in whole or in part.

R. Create, expand, reduce, alter, combine, assign, or cease any job.

S. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement.

T. Control the use of equipment and property of the City and determine the number and classifications of employees assigned to any shift or work location.

U. Determine the maintenance procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities and equipment.

V. Carry out the mission and responsibility of the City in unusual and/or emergency situations.

W. Exercise those rights and powers which are incidental to the rights and powers

enumerated above.

4.2 The above rights of the City are not all-inclusive but indicate the type of matters or rights which belong to and are inherent in the City. Any of the rights, powers, and authority that the City had prior to entering into this collective bargaining agreement are retained by the City.

4.3 Employee Rights. The exercise of the above rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on terms and/or conditions of employment.

4.4 An employee covered by this Agreement shall have the right to join or refuse to join in Union activity without interference, coercion, intimidation by management or any other employee of the City, or by the Union.

4.5 All employees have the right to union representation in meetings with management when questioning relates to an investigation, when there is reasonable expectation that disciplinary action may result, and during grievance hearings.

4.6 All employees have the right to be notified by the City of any hazardous waste, toxic chemicals, or substances in his/her employment which may endanger or cause death to the employee or members of his/her immediate family.

4.7 All employees have the right to a fair hearing and resolution of grievances without fear of discharge, threat or reprisal, or discrimination because the employee has filed an appeal, grievance charges, or given testimony against the City or another employee, regardless of status.

4.8 All employees have the right to file valid claims for compensation or to attempt to claim compensation under the Workers' Compensation Act without fear or threat, intimidation or coercion by reason of such claim.

ARTICLE 5 SPECIAL MEETINGS

5.1 The City and the Union agree to meet and confer on matters of interest upon written and/or email request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request or other subjects mutually agreed to, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Such special meetings shall be held within ten (10) calendar days of the receipt of the written and/or email request and at a time and place mutually agreeable to both parties. The Union shall have the right, at these special meetings, to recommend to the City corrections to any inequities known to the Union. Informal meetings may be held at any time upon verbal agreement of the Union and the City.

5.2 In the event either party desires to modify a certain article contained in this Agreement, by mutual consent, a letter of agreement may be drafted and signed by the parties to supersede said article or provision.

5.3 Union Stewards may meet for two (2) hours a month at a predetermined time and place during working hours to discuss City issues to determine if a special meeting with the City is needed. The purpose of the stewards meeting is to help improve communications in the City.

ARTICLE 6 UNION STEWARDS AND UNION REPRESENTATION

6.1 The City recognizes and shall deal with all accredited Union Stewards and any other officer listed in Article 1.2 of this Agreement in all matters relating to grievances and interpretation of this Agreement.

6.2 The employees covered by this Agreement shall be represented by six (6) area Stewards who represent the following department/division:

No. Stewards	Division/Area
1	Public Works Department
1	Dyal Plant
1	Sellers
1	Water Field Operations/Collections
1	Chief Steward
1	City Hall

The Chief Steward mentioned above is assigned by the Business Manager. A written list of the Union Stewards shall be furnished to the City prior to the effective date of their assuming duties of office. The Union shall notify the City of any changes of such Union Stewards. No Union Steward will be granted time off from his or her job for the purpose of grievance handling unless such notification has been received.

The City recognizes the Union's designated Chief Steward's responsibilities to the members. In addition, the Chief Steward, or designee, may serve as an alternate for any area Steward due to vacation, leave of absence, extended sick leave, or if the Steward is absent or otherwise not available.

6.3 Officials of the Union designated by Article 1.2 of this Agreement may, with proper notification, be admitted to the property of the City. An Official of the Union as designated in Article 1.2 shall be able to talk with the employees before or after regular working hours or during lunch hours on City property in accessible areas so designated by the City. With proper authorization, which will not be unduly withheld, the Union representative will be admitted during working hours.

ARTICLE 7 UNION BUSINESS

7.1 This Article outlines the duties and responsibilities of Union Stewards in performing their functions as recognized Union representatives. In those cases which cannot be resolved

otherwise, Union Stewards shall be granted reasonable time off during working hours, without loss of pay, to investigate and settle grievances on the job site which is within their jurisdiction, upon notifying and securing verbal permission from a member of management of the Union Stewards and the grievant. If a steward fails to obtain permission to leave and/or enter the job site as outlined in this section, he/she will be subject to disciplinary action. Such permission shall be granted without unnecessary delay unless the Union Steward or grievant is performing duties requiring his or her immediate attention, as determined by the superintendent or designee. At no time will a Union Steward be paid overtime for performing Union business. If permission cannot be immediately granted, the City will arrange to allow investigation of the grievance at the earliest possible time.

7.2 Stewards are responsible for grievance handling within their respective work areas. If it is necessary for a Steward from another work area to represent an employee in a grievance, such substitution will be in lieu of the area Steward. In no case will more than one (1) Steward participate in/represent a grievance unless mutually agreed to in advance by the City and the Union.

7.3 Members of the Union negotiating team will be allowed time off with pay for negotiation meetings which occur during the employees regular work hours, work shift, or work day. No regular or overtime (premium) pay will be authorized for time spent in negotiations beyond the Steward's normal work day.

7.4 Union Stewards shall be members of the bargaining unit who have satisfactorily completed their probationary period.

7.5 It is agreed that all Union Stewards have productive work to perform as assigned by the City. The parties agree that each will cooperate with the other in reducing to a minimum the

actual time spent by the Union Stewards in investigating, presenting, and adjusting grievances or disputes. Solicitation of any and all kinds by the Union, including the solicitation of grievances and membership, shall not be engaged in during working hours. No general Union Membership meetings shall be held on the City's time.

7.6 Union Stewards are subject to all City rules regarding the conduct of the employees of the City.

7.7 While on leave of absence for disciplinary reasons, no employee shall function as a Union Steward.

7.8 When it is necessary for a Union Steward to enter an area other than the Union Steward's own work area for the purpose of conducting Union business authorized by this Agreement, the Union Steward shall notify a member of management of that area of the Union Steward's presence and the nature of the Union Steward's business. Such circumstances should only occur if the department's Union Steward or alternate Union Steward are unavailable or absent.

7.9 In order to minimize loss of productivity, Stewards are expected to avoid any unreasonable or unnecessary time away from their work for the purpose of representation/settlement of grievances. Any allegations by the City which indicate that a Union Steward or Union Representative is spending an unreasonable amount of time in handling grievances or disputes or performing other duties for the Union shall be referred to the Human Resources Division for discussion with the Union's Business Manager or designee. The Human Resources Division shall have the right to require the Union to refrain from such excessive time spent performing the activities specified in this section.

7.10 The City, whenever possible, when business requirements are not impacted and there is not a financial impact to the City, shall grant approval for union business leave for any Union

Steward or other designees of the Union to attend union functions or sponsored training. Leave hours used will be charged from an established LIUNA Time Pool. Members may donate hours to the time pool for use. The maximum number of hours which may be accumulated in the pool under this Article is one hundred (100) hours. Leave hours may be charged to this time pool with agreement of the respective Department Manager and Human Resources Manager. At the end of the fiscal year of this Agreement, unused LIUNA Time Pool hours will be carried over.

ARTICLE 8 GRIEVANCE PROCEDURE

8.1 A grievance, within the meaning of this Agreement, shall be defined as a dispute regarding the interpretation and/or application of a specific clause of this Agreement arising during the period of time expressly covered by this Agreement.

Members of the bargaining unit will follow all written and verbal directions given by supervision. Compliance with such directions will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance. Newly hired probationary employees do not have recourse through the grievance and arbitration procedure.

No grievance will or need be entertained or processed, unless prepared in writing in the manner described herein and unless filed in the manner provided herein within the time limit prescribed herein. Employees are encouraged to meet informally with their supervisor to attempt to resolve the issue and may request union representation prior to filing a written grievance.

All grievances must be delivered to the Human Resources Division on the approved Grievance Form (see Appendix A) and contain all appropriate, original signatures.

8.2 Rules of Grievance Procedure:

A. At any step of the grievance procedure, nothing shall be construed to prevent any bargaining unit employee from presenting, at any time, his/her own grievances and having such grievances adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with the terms of the collective bargaining Agreement then in effect.

Should the employee proceed on his own, all costs ordinarily attributable to the Union shall be the responsibility of the employee.

If an employee covered by this Agreement files a grievance without Union representation, the Union shall have the right to be notified of such grievance, hearing dates and to have its Steward or Representative present during the hearing. In such cases, the Union shall be furnished with a copy of the written grievance and the City's response to the grievant at each step of the grievance procedure.

B. A written grievance with original signatures shall be dated and signed by the aggrieved employee and the Union representative presenting it. All grievances advancing beyond Step 2 must be delivered to the Human Resources Division on the approved Grievance Form (see Appendix A) and contain all appropriate, original signatures. A written decision to the employee shall also be forwarded to the Union representative and shall be dated and signed by the appropriate City representative.

C. When a written grievance is presented, the City shall acknowledge receipt by signing and dating same.

D. A grievance not advanced to the higher step within the time limit provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City's representative to answer within the time limits set forth in any step will entitle the grievant to proceed to the next step. If the grievant is

satisfied with the City's response at any step, the grievance will not be processed further by the grievant.

E. All written grievances must include:

1. A complete statement of the grievance and facts upon which it is based.

2. The remedy or correction requested.

3. The specific section or sections of this Agreement and/or Personnel Policies claimed to have been violated.

4. Original signature of grievant and date submitted.

F. The City is not required to process any grievance which does not include all required information.

G. At any step of the grievance procedure, the grievant may request that a Union Steward be present and a designee may be appointed to act on behalf of the City official responsible at that step.

8.3 PROCEDURE

STEP 1: The grievant shall discuss the grievance with his/her Superintendent/ Division Manager or designee within five (5) working days of the aggrieved employee's and/or Union's knowledge of the occurrence of the action giving rise to the grievance. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The Superintendent/Division Manager or designee shall reach a decision and communicate it both orally and in writing to the grievant within five (5) working days from the date of the meeting.

STEP 2: If the grievance is not resolved informally, and as outlined in Step 1, the grievant, within five (5) working days, may submit the original, written grievance, to the Department Director or designee. The grievance shall indicate that it was discussed with the

Superintendent/Division Manager or designee. The grievance shall include all written responses. The Department Director or designee shall investigate the grievance and shall have a meeting with the employee, the Union representative, other employees, members of the public, witnesses, and/or supervision, etc., as deemed necessary. The Department Director or designee shall notify the employee and the Union representative of the decision, both orally and in writing, within five (5) working days following the meeting or completion of the investigation, whichever is later.

STEP 3: If the grievance is not settled at the second step, the Union representative and/or grievant may present the original written grievance, with all prior responses attached thereto, to the Human Resources Division for review by the City Manager within five (5) working days of issuance of the decision of the Department Director or designee in Step 2. The City Manager, or designee, shall meet with the employee, the Union representative, supervision/management, and other parties as deemed necessary, to discuss the grievance within ten (10) working days of receipt of the grievance. The City Manager, or designee, shall issue a written decision to the employee and the Union representative within ten (10) working days after the hearing.

Termination of any employee covered by this Agreement shall permit the terminated employee or Union representative, if the Union representative is serving at the employee's request, to initiate and appeal the termination, at the third step as provided in this Section; i.e., to the City Manager or designee within five (5) calendar days of receipt of the notice of termination.

STEP 4: If the grievance is not satisfactorily settled in Step 3, the Union must notify the City Manager of the intent to arbitrate and their submittal to the Union's E-Board for arbitration approval by the grievant providing written notice to the City Manager within ten (10)

working days of receipt of the decision of the City Manager or designee. The final decision to arbitrate shall be provided to the City Manager within forty-five (45) calendar days of the City Manager's Step 3 response. Within ten (10) days of the Union's notification, the Union shall request a panel from the Federal Mediation and Conciliation Service (FMCS). Within fourteen (14) calendar days of receipt of the panel, the parties shall select an arbitrator by alternate striking of names, with the grievant striking first. The parties shall also have the option of agreeing upon the name of an arbitrator in lieu of selecting an arbitrator from the names on the panel. Each party has the right to request one (1) new panel of arbitrators prior to striking. Hearings before the arbitrator shall be conducted in accordance with the rules of the Federal Mediation and Conciliation Service. The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, amend, add to, and/or detract from the terms of this Agreement.

1. Awards or settlements of grievances by the impartial arbitrator will not be retroactive unless specifically determined to be retroactive by the arbitrator.
2. The settlement of a grievance by the City Manager at any step, and the terms contained herein, shall not have any prospective binding effect on the City unless specifically agreed to by the parties in writing.
3. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto, nor shall the award directly or indirectly change, modify, or ignore any of the terms of this Agreement.

The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, which is not a grievance as defined in this Article, or which is not specifically covered by this Agreement. The arbitrator shall confine himself or herself exclusively to the contract issue which is presented to the arbitrator.

The arbitrator must limit consideration to the facts, allegations, and relief requested in the written grievance submitted at Step 2 and may not consider any issue or relief not requested in the written grievance, or which does not meet the definition of a grievance as set forth herein.

4. The party filing the grievance and requesting arbitration shall, at all times, have the burden of proving that any action taken by the non-grieving party violated a specific provision of this Agreement. The arbitrator's decision will be final and binding; provided, however, that either party shall be entitled to seek review of the arbitrator's decision in Circuit Court. The parties agree that the standard of review of the arbitrator's decision shall be whether the record evidence established that the grieving party met its burden of proving that the action taken by the non-grieving party violated a specific provision of this Agreement.

5. All claims for back wages shall be reduced by any unemployment compensation and interim earnings that the grievant may have received during the period involved.

6. The provisions herein shall control the proceedings of any grievance or arbitration pending on the effective date of the Agreement.

7. Each party shall bear the expense of its own witnesses and its own legal representatives. The fees and expenses of the arbitrator shall be borne equally by the parties. Any party requesting a copy of the transcription of the arbitration hearing shall bear the cost of same.

8. Copies of the award of the arbitrator made in accordance with the jurisdiction authority under this Agreement shall be furnished to both parties within thirty (30) days of the hearing.

8.4 Grievances filed by the Union:

A. Only the Union's Business Manager and/or Chief Steward may file a grievance in the name of the Union, or as a class action.

B. A grievance filed by the Union may be initiated at Step 3. If the grievance is not satisfactorily resolved between the Business Manager and/or the Chief Steward and the City Manager, or designee, the grievance may be submitted for arbitration under the provisions of Step 4 above.

ARTICLE 9 DISCIPLINE AND DISCHARGE

9.1 Management shall have the right to discipline, demote, or terminate a bargaining unit member for just cause. The employee will be furnished with a written statement of charges of the alleged offense(s). Such statement of charges shall cite the specific section(s) of this Agreement and/or City Personnel Policies claimed to be violated. The employee shall have reasonable time to prepare for a defense against the charges and shall be afforded due process. Discipline shall normally be administered within five (5) working days of the alleged offense(s),

or knowledge thereof, unless the employee is notified in writing that disciplinary action may be taken, pending completion of an investigation regarding the allegations.

In cases requiring an investigation, disciplinary action will not be taken until the conclusion of the investigation. An employee may be placed on administrative leave, with or without pay, during an investigation, if it is determined to be in the best interest of the City. In no case will an administrative leave with pay exceed forty (40) hours. With the exception of criminal investigations, the normal investigation should not take more than two weeks for completion. An extension may be requested in writing, as needed.

The City reserves the right to immediately suspend an employee without pay, without notice, when it is determined by the City that the employee's continued presence constitutes a threat or hazard. However, the employee must be notified within three (3) working days of charges.

In the event the employee receives written notification that termination is recommended, the employee may, within five (5) working days of receipt of the notice, contact Human Resources to request a pre-termination hearing or file a grievance. At no time may an employee request a pre-termination hearing and later file a grievance on the matter. The pre-termination hearing shall be conducted by the City Manager or designee and the Human Resources Manager or designee within ten (10) working days of receipt of the employee's request. At the pre-termination hearing, the employee will be given the opportunity to respond to the allegations. An employee may request the presence of a Union Steward at the hearing, and the Steward may speak on behalf of the employee in response to the allegations. Within ten (10) working days after this hearing, the City Manager shall render a written decision regarding the employee's status.

9.2 Employees shall have the right to review their personnel files upon request. Employees shall have the opportunity to submit a written statement responding to any reprimands which will be or are entered in their personnel file. Employees shall receive a copy of disciplinary documents placed within their personnel file.

9.3 Discipline in an employee's personnel file shall be used in progressive discipline against the employee as follows: verbal warning for one (1) year, written reprimand for two (2) years, and a suspension for three (3) years. Discipline actions involving harassment or workplace violence not resulting in termination can be used in progressive discipline for five years from date of occurrence.

9.4 Normally, progressive disciplinary action (verbal warning, written reprimand, suspension without pay and termination) will be followed. However, the nature and seriousness of an employee's offense will be of primary importance and could result in suspension or termination without previous verbal or written warnings.

Verbal warnings are for a minor or infrequent offense in which the employee is counseled concerning the behavior or work performance and advised regarding necessary improvement.

A written reprimand is for an employee who has failed to respond to a verbal warning or for a more serious offense in which a verbal warning is deemed insufficient for the offense.

A suspension without pay is used as a disciplinary action when a written reprimand has not resulted in a satisfactory change in the employee's conduct or when a written reprimand is deemed insufficient for the offense.

Discharge may be imposed when previous disciplinary actions have failed to bring a satisfactory change in conduct or when lesser action is deemed insufficient for the offense.

ARTICLE 10 VACATIONS

10.1 Employees shall accrue vacation based on their anniversary date in accordance with the following schedule:

Years of Service	Vacation
1-3	80 hours
4-10	96 hours
11-15	120 hours
16 and over	176 hours

10.2 Vacation shall be earned during the first year of employment. Employees completing six (6) months of service are entitled to use their accrued vacation.

10.3 Vacation requests will be considered in the order in which they are submitted to management. Vacation requests must be submitted by the employee in writing and approved in advance by the appropriate member of management. Division seniority shall be considered only when two or more vacation requests are submitted at the same time for the same days off, i.e., pre-approved vacations cannot be revoked by a later vacation request by a more senior employee. The City will make every effort to authorize the vacation request of the employee consistent with the requirements of its operations. No vacation leave shall exceed thirty (30) working days per calendar year unless authorized by the City Manager or unless authorized in conjunction with Family and Medical Leave.

10.4 When accumulated sick leave has been exhausted for an absence under Family and Medical Leave, the employee will use accrued vacation leave, to the extent available, for the remainder of the Family and Medical Leave.

10.5 The Union and City strongly encourage each employee to take vacation in the year earned. Upon resignation [provided the employee submits and works a two (2) week notice] early, normal, or disability retirement, or death, an employee who has completed at least six (6) months of service, or an employee who is laid off regardless of service, will be paid unused vacation leave up to the number of hours the employee may earn in a twenty-four (24) month period. Employees who are terminated by the city for just cause will not receive payment for any accrued vacation.

10.6 Approved vacation may be used as it is earned after completion of the first six (6) months of employment or within twenty-four (24) months from the date earned. Any vacation leave not used within twenty-four (24) months from date earned will be considered forfeited and lost, except when an employee has been denied use of vacation leave because of the needs of the City. The City Manager may extend the period during which vacation leave may be used.

10.7 When a holiday falls within an employee's scheduled vacation period, the holiday shall be paid as holiday pay and will not be charged to the employee's vacation leave.

ARTICLE 11 HOLIDAYS

11.1 The following holidays are authorized for employees covered under this bargaining agreement:

A. New Year's Day (January 1)

B. Martin Luther King, Jr.'s Birthday (3rd Monday in January)

C. President's Birthday (3rd Monday in February)

D. Memorial Day (last Monday in May)

E. Independence Day (July 4)

F. Labor Day (first Monday in September)

G. Veteran's Day

H. Thanksgiving Day

I. The day after Thanksgiving Day

J. Day before or the Day after Christmas Day as established by the City Manager annually

K. Christmas Day (December 25)

11.2 Employees who do not work on a holiday will receive straight time holiday pay for the number of hours equal to their regularly scheduled shift for that day. An employee who performs work on a holiday will receive overtime pay for all hours worked plus straight time based on the regularly scheduled shift for holiday pay (excludes stand-by and call-ins).

11.3 A permanent, full time employee shall receive payment for any paid holiday unless:

A. The employee is on any unpaid leave of absence, no-pay suspension, or is on layoff on the day the City observes the holiday.

B. The employee is scheduled to work the holiday and does not report to work.

C. The employee is scheduled to work on the last regular day preceding the holiday or the next regular work day following the holiday and does not report for work, or does not work the entire shift, unless on approved vacation, or excused by the employee's supervisor for an approved medical absence (sick leave), which may require a physician's statement verifying the employee was seen by the physician on the/or before the date of absence, treatment prescribed and employee was medically unable to work on date of absence.

11.4 When any of the holidays established herein occurs on a Sunday, the following Monday

shall be observed as the holiday; when any holiday occurs on a Saturday, the preceding work day shall be observed as the official holiday.

For those employees covered by this Agreement whose regular work week includes Saturday and/or Sunday, holidays falling on a Saturday or a Sunday shall be observed by such employee on the actual day of occurrence.

ARTICLE 12 SICK LEAVE

12.1 Employees shall accrue one (1) day of sick leave per month provided they have worked a minimum of ten (10) days in the month. New employees shall begin to accrue eight (8) hours sick leave per month as of the first full pay period of employment, provided the employee works a minimum of ten (10) days per month. New employees may not use any accrued sick leave until satisfactory completion of the initial six (6) months of probation, unless the necessity for the absence has been verified by a physician's statement. Sick leave shall not count as time worked for overtime eligibility for the purpose of computing eligibility.

12.2 SICK LEAVE MAY BE USED FOR THE FOLLOWING REASONS:

- Legitimate illness of employee.
- Serious health condition of spouse, child(ren), or employee's own parent(s) with a serious health condition, in accordance with the provisions of the Family and Medical Leave Act.
- Routine illness of spouse or children.
- Non-job related accident/injury preventing performance of employee's duties; or to supplement Workers' Compensation wage benefits in the event of a compensable on-the-job injury/accident provided the combined income from Workers' Compensation

wage benefits and sick leave does not exceed 100% of regular gross pay.

- Scheduled medical, dental, psychological, psychiatric, optical, chiropractic, or Employee Assistance Program (EAP) appointment, treatment, or examination; or rehabilitation or therapy for alcoholism, drug addiction, or other addictive condition of employee.

  In order to receive sick leave pay for an absence which exceeds three (3) days within a thirty (30) day period, medical certification from a doctor may be required to verify illness. The three (3) days do not have to be consecutive.

12.3 PERSONAL LEAVE USAGE

Employees are allowed to use two (2) work days of accrued sick leave (the number of hours depending upon the employees' normal work schedule), each fiscal year for personal business reasons. Requests for personal leave must be approved in advance by supervision. If an employee does not use the allowed personal leave during the fiscal year, the unused hours are maintained in the sick leave balance. Unused personal leave hours are not carried over into a subsequent fiscal year for additional personal leave use. If an employee records on the weekly time sheet personal leave use in excess of the amount authorized each fiscal year, the excess number of hours will automatically be charged to accrued vacation, if available, or will be "no pay".

12.4 All employees are required to personally notify their supervisor or designee within one (1) hour of their scheduled reporting time on the first day and each succeeding day of absence due to illness. Shift workers are required to report absence due to illness at least two (2) hours prior to the start of the shift. Notification of absence can be made by someone other than the

employee only if the employee is incapacitated. Documentation/verification of incapacity may be required by management.

In order to assure that employees are able to timely provide notification of absence as required herein, management will provide appropriate telephone numbers (home, pager, cellular telephones) of management.

12.5 Absences charged to sick leave will be subject to investigation, as deemed appropriate by management. The employee will furnish adequate explanation of his/her illness to supervision to determine if sick leave is to be paid. An employee may be subject to disciplinary action for excessive use of sick leave as determined by the City.

The City may require any employee to undergo a medical examination by an assigned medical doctor at any time to ascertain whether the employee is physically and mentally capable of performing any and all duties required of his classification. This examination will be conducted on City's time and at City's expense.

12.6 Sick leave will be charged only against an employee's regular work day, and shall not be charged for absences occurring on pre-arranged overtime work days, unscheduled call-in overtime days or holidays for which the employee was scheduled to work.

12.7 An employee on temporary, total disability confirmed by competent medical authority because of an occupational disability and who is receiving Worker's Compensation benefits may elect to receive a supplemental sum equal to the difference between the employee's wages and compensation benefits, but such supplemental sum shall be deducted from accrued sick leave and vacation leave credits. When sick leave and vacation leave accruals have been exhausted, the employee if still on temporary disability, will receive only Workers' Compensation benefits.

Under no circumstances will an employee receive full pay for sick leave and Workers' compensation wage benefits.

12.8 Sick leave may not be taken during the notice period for resignation, except for legitimate illnesses and/or in increments of less than one day. Any time used in excess of eight (8) hours must be accompanied by a doctor's note.

12.9 The City reserves the right to implement or not implement a sick incentive program based on budgetary restraints.

12.10 PAYMENT OF SICK LEAVE UPON TERMINATION, RETIREMENT, DEATH

The following provisions apply to payment of accumulated sick leave upon termination, retirement or death.

1. Upon termination of employment with the City in good standing [resignation with two (2) weeks' notice, layoff, disability retirement or early retirement] subsequent to completion of at least sixty (60) months consecutive service, employees will be paid 25% of accrued sick leave, up to a maximum payment of 720 hours. Employees who are discharged for cause/misconduct or who terminate for any reason prior to sixty (60) months consecutive employment are not eligible for any payment of sick leave.
2. Upon normal retirement from the City (provided the employee has at least ten (10) years' continuous service) which is simultaneous with termination and as defined by the retirement plan of which the employee is a member, an employee will be paid 66 2/3% of accrued sick leave, up to a maximum payment of 720 hours.

3. In the event of the death of an employee, payment of accrued sick leave to the employee's beneficiary/estate will be in accordance with the provisions outlined above, with amount of payment based on length of service (i.e. if employee was eligible for normal retirement on the date of his death, accrued sick leave will be paid in the same manner as for normal retirement).

4. The use of sick leave to extend the employee's termination date, i.e., in order to receive a 100% of accumulated sick leave is prohibited.

12.11 Employees who fail to comply with rules and regulations governing the use of sick leave will not be paid for those days of absence and will also be subject to disciplinary action.

ARTICLE 13 HOURS OF WORK AND OVERTIME PAYMENT

13.1 The purpose of this Article is to define hours of work, but nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time, except as may be specifically provided herein.

13.2 The normal work week will be forty (40) hours in a seven (7) calendar day period.

13.3 Except where otherwise specified herein, overtime will be paid at time and one-half (1 ½) the employee's regular pay rate for all hours worked in excess of forty (40) hours of actual work in a scheduled work week. Work schedules will not be changed without five (5) working days notice. Bereavement leave and advanced scheduled vacation are considered time worked for overtime calculations provided each were requested and approved in the previous work week. Sick leave will not be considered as time worked for overtime calculations.

13.4 An employee called back to work due to standby status, or an emergency shall earn a

minimum of three (3) hours call back pay which is considered time worked for overtime calculations. An employee does not receive three (3) hours call-back pay for each call back in a work day. If an employee is called back more than once (1) in a work day and his total time is less than three (3) hours, the employee will receive a minimum of three (3) hours call back pay. An employee on standby status will receive credit for one (1) hour per day Monday through Friday, and two (2) hours per day for Saturday, Sunday or holiday which counts as time worked for the purpose of computing overtime.

13.5 A City Division requiring workers to be available for emergency work, standby work or overtime work shall initiate and post a format for scheduling workers for duty or availability. If an employee is required to continue work beyond the normal work day then Article 13.3 shall apply. If an employee has been dismissed or released from the work day and is called out to work that same day, then the employee shall be credited with a minimum of three hours of work towards overtime. Only one call out credit can be received during a twenty-four (24) hour period. All work shall be credited towards overtime including up to one-half (½) hour between receiving a call or page and reporting for work. Call out time ends when the employee is dismissed or released by the supervisor at the City work location. The three-hour minimum is not in addition to hours worked, but is considered included in hours worked.

The City may furnish cellular phones, beepers, or require the employee to have a telephone as a condition for being on standby status.

13.6 No employee may authorize overtime for himself or herself but shall be entitled to receive payment for overtime as authorized by management.

Overtime work shall be distributed equitably among employees in a particular job classification within a particular organizational unit as far as the character of the work permits.

Although temporary imbalances in the equitable distribution of overtime may occur, departmental management shall make its best efforts to distribute overtime fairly and equitably over an extended period of time. Departmental management shall maintain overtime records, and shall make information concerning overtime available upon request to a Union Steward of the department.

13.7 Overtime payments shall not be duplicated for the same hours worked under any terms of this Agreement.

13.8 An employee who works out of his or her classification, due to absence of another employee in another position or due to a vacant position, for a period of sixteen (16) hours or less shall not receive additional compensation. An employee who works out of classification due to absence of another employee in another position or due to a vacant position for a period of more than sixteen (16) hours and that classification pays a higher rate than that of the employee's classification will receive a 5% salary increase or the minimum rate of the acting classification, whichever is greater, for all time worked in the higher classification. An employee's pay rate shall not be reduced if the employee is required to work in a lower classification.

The temporary salary increase for out-of-classification assignments shall not continue beyond the temporary assignment; such temporary compensation is not given unilaterally or provided indefinitely to employees perceived to be performing duties of a higher classification while the department/division is fully staffed. This compensation is solely for temporary work assignments in the absence of an employee in an authorized budgeted position for a minimum of forty (40) consecutive hours.

13.9 Employees of the City of Cocoa assigned to a regular shift starting at 4:00 p.m. and ending at 12:00 midnight shall receive a shift differential of forty-five cents ($.45) per hour.

Employees assigned to a regular shift starting at 12:00 midnight and ending at 8:00 a.m. shall receive sixty-five ($.65) per hour shift differential assignments. It is understood shift differential will not be paid due to temporary assignment or additional overtime assignments.

13.10 If the Mayor, or designee, determines in his/her sole discretion, that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, the provisions of this Agreement may be suspended by the City for the duration of the declared emergency; provided, however, that wage rates and monetary fringe benefits shall not be suspended.

The Union retains the right, however, to grieve within ten (10) days of the cessation of emergency conditions the effects of any suspension of contract provisions.

In the event that the City closed administrative and other offices/facilities due to inclement weather (e.g. hurricanes), civil disaster, or other emergency situations, compensation for employees will be in the same manner as for an established holiday, as outlined in Article 11. During such emergency, if the City establishes temporary offices/facilities or directs employees to report to work at a work site other than their usual work site, the employees will be required to report to work.

ARTICLE 14 WAGES

A. 14.1 The City shall provide LIUNA bargaining unit members with a three percent (3%) wage increase effective October 1 of fiscal year 2016, 2017, and 2018for bargaining unit employees. For fiscal year 2016, the 3% wage increase shall be applied retroactively to October 1, 2015, and shall be paid within 30 days after the ratification of this Agreement by both parties. For fiscal years 2016, 2017, and 2018,

bargaining unit members must be employed prior to June 1 to be eligible for a wage increase in the ensuing fiscal year. For fiscal year 2016, bargaining unit members hired before June 1, will be brought to the new pay grade minimum or receive a three percent (3%) wage increase, whichever is greater. Members hired on June 1 or after will be brought to the new pay grade minimum, if applicable.

B. If an employee's wage is at the maximum for the position, the wage will be frozen at that level and the employee will receive a lump sum payment in the amount of the current wage increase. No wage increases will be permitted until or unless such employee is promoted to a higher position or the pay level is adjusted beyond the employee's current pay level.

14.2 Certification/Licensure Programs:

A. Service Requirement – Completion of at least one (1) year of service with the City as of October 1st of each year is required for an employee to receive payment for professional certification related to the employee's position. Payment will be processed in November timeframe in a separate check, and wages are subject to tax withholding.

B. Certification Date – The certification(s) must be current and must have been issued no later than April 1st of the year for which payment is requested.

C. Eligible Professional Certifications/Licensures

- Automotive Service Excellence (ASE) Certification

First Certification	$50 year
Each Additional Certification	$25 year

Maximum	$150 year
• Master Mechanic Certification	$150 year
Maximum	$300 year
• Herbicide Pesticide Certification	
First Certification	$50 year
Each Additional Certification	$25 year
Maximum	$100 year
• Certified Nursery Professional Certification	$100 year
• Backflow Tester Certification	$100 year
• Backflow Repair Certification	$100 year
• Water/Wastewater Plant Operators	
Class “C” License	$100 year
Class “B” License	$50 year
Class “A” License	$50 year
Maximum	$200 year
• Water Distribution System Operator	
Class 3 License	$100 year
Class 2 License	$50 year
Class 1 License	$50 year
Maximum	$200 year
• Journeyman Electrician	$100 year
• Master Electrician	$100 year
• Commercial Driver’s License (CDL)	

D. Employees whose job description requires a Commercial Driver's License, and who do not possess it at the time of employment promotion will be reimbursed the actual cost of the license upon attainment and presentation of a receipt to the employee's Superintendent. Additionally, employees whose job description requires a CDL shall be reimbursed the actual cost of the renewal of the CDL license upon presentation of a receipt to the employee's Superintendent. The City will not provide reimbursement for lost licenses.

E. The City shall pay, on a one-time basis, the fees associated with attaining a State of Florida Class "C" water or wastewater operator's certification and each time renewal is needed (one time) for each re-certification for employees who are employed in the classification of water or wastewater Apprentice Operator or Operator C, B or A, or Water Distribution/Wastewater Collections certifications. The employee shall assume responsibility for all fees associated with re-testing. Although the City will reimburse for the expense of the certification, only the licenses for Operators and Distribution workers will be eligible for License certification pay. Wastewater Collection certifications will also be recognized for Certification Pay as there is no current license requirement for Wastewater Collections at this time.

F. The City shall pay the fees associated with attaining certifications required for LIUNA positions, and recertification, if required. The employee shall assume responsibility for all fees associated with re-testing, if the employee does not successfully attain/pass the certification test. Employees who receive a certificate and/or CDL reimbursement and who terminate employment prior to completion

of one year of service shall repay the City for the reimbursement amount. Said reimbursement may be deducted from the final paycheck of the employee, if sufficient funds are available, or the employee shall be required to provide the reimbursement in cash, check or money order.

14.3 The City will continue to pay 10% add pay (based on the employee's base pay) for the designation of "lead" plant operator for those employees assigned that designation.

14.4 The City shall continue to contribute to existing participants in the 401(A) at a rate of 12%.

ARTICLE 15 HEALTH AND WELFARE

15.1 The City of Cocoa shall furnish hospitalization insurance, as approved by City Council, for the employee at no premium cost. Should the employee elect to have dependent coverage, fifty percent (50%) of the cost of the premium for dependent coverage shall be borne by the City.

15.2 Eligibility for group insurance coverage and premium payments for retirees shall be in accordance with Resolutions adopted by City Council. Effective October 1, 2015, the City shall absorb the cost of the Core Plan increase for Fiscal Year 2016 only, which will temporarily change the employee/dependent cost-sharing (the City will bear more than fifty percent (50%) of the cost of the premium for dependent coverage for Fiscal Year 2016). Bargaining unit employees who have paid the increased cost of the premium for dependent coverage between October 1, 2015 and the date of ratification of this Agreement by both parties shall have the amount of the increase returned through payroll processing within 30 days of ratification by both parties.

15.3 The City of Cocoa shall maintain group term life insurance policies on all bargaining unit employees at this time equals one times their annual salary as of October in any year. Life insurance coverage will not be adjusted for any employees who may receive a promotion or increase after October of any year.

15.4 If an employee is temporarily suspended from work by the City, the City shall continue all coverages contained in this Article until final disposition of the case. The employee shall be responsible for payment of their benefit deductions, if the employee has elected that benefit option, during the unpaid status.

ARTICLE 16 BEREAVEMENT LEAVE

16.1 An employee will be granted up to three (3) scheduled working days off without loss of pay or benefits to attend the funeral of a member of the immediate family. Up to an additional two (2) days off may be granted for an out-of-state funeral.

16.2 Immediate family is defined as spouse, and the following biological, adoptive, foster, or "step" relatives; child(ren), son/daughter-in-law, parents, brothers, sisters, grandparents, and grandchild(ren), of both the employee and the employee's spouse. The death of relatives who functioned as part of the immediate family who resided in the member's household may qualify for bereavement leave, at the discretion of the City Manager.

16.3 To be eligible for pay, the employee shall provide management proof of the death in the family as defined above and the date of the funeral through a newspaper obituary, death certificate, or funeral home documentation prior to payroll submittal of time to be paid.

ARTICLE 17 SAFETY AND HEALTH

17.1 The City agrees that it will conform to and comply with laws as to safety, health, sanitation, and working conditions properly required by Federal, State, and local law. The City and the Union will cooperate in the continuing objective of eliminating accidents and health hazards.

Bargaining unit members shall recognize, promote, and adhere to all City of Cocoa Health and Safety Policies and Procedures.

17.2 The City may provide and require employees to wear apparel, safety shoes, protective devices and/or special equipment to reduce accidents and injuries on the job, as determined by the City. Non-conformance with City safety rules and requirements shall be cause for progressive discipline up to and including discharge.

The City will provide keep in stock wide brim hats for those employees working outside as protection from the elements.

The City will provide a shoe allowance to employees in positions designated by management for the purchase of ANSI Z41 approved steel-toe safety shoes to be worn daily at work in accordance with the City's Safety and Loss Control Program. The shoe allowance will be issued by November 15, of each fiscal year to current employees in designated positions who were employed as of October 1, for the purchase and/or repair of safety shoes. The safety shoe allowance is $110.00 annually for certain designated positions. Electricians are authorized a safety shoe allowance of $200.00 annually. Employees in designated positions who are hired after October 1st of each fiscal year will receive one-half of the shoe allowance ($55.00 or, for Electricians, $100.00) upon employment and the remaining one-half of the allowance paid upon successful completion of the six (6) month probationary period. The Union agrees the shoe

allowance processed in the June 25, 2015 payroll will apply as the fiscal year 2016 show allowance. Fiscal years 2017 and 2018 will be processed in accordance with the above language.

Employees who are authorized a safety shoe allowance but fail to wear the required safety shoes may be relieved of duty without pay and subject to disciplinary action.

1. Any in-house safety committee established in a work area where bargaining unit employees work, shall have representation by employees in covered positions as selected by the City.
2. The City shall consult periodically with medical professionals and obtain recommendations for providing inoculations for employees in job descriptions where inoculations are recommended.

ARTICLE 18 BULLETIN BOARDS

18.1 The Union shall be provided partial use of suitable bulletin boards, including at least one (1) at each area working location so designated by the City, consistent with Section 6.2 of Article 6. The Union may, if it is so desired, provide a bulletin board of standard size for its own exclusive use in keeping with the decor of the working location, with the approval of the City.

18.2 The Union agrees that it shall use space on bulletin boards, as provided in Section 18.1 above, only for the following purposes:

1. Notice of Union Meetings
2. Union elections
3. Reports of Union committees
4. Recreational and social affairs of the Union

5. Notices by public bodies

6. All other postings authorized by the Human Resources Manager

18.3 Copies of all material, notices, or announcements shall be submitted to the Human Resources Manager for approval before they are posted.

18.4 No material, notices, or announcements shall be posted which contain anything political or controversial, or anything adversely reflecting upon the City of Cocoa, its independent agencies, or employees. Any Union authorized violation of this section shall entitle the City to cancel immediately the provisions of this section and to remove bulletin boards or the partial use thereof. The City shall make reasonable effort to prevent unauthorized removal, covering or defacing of Union materials by unauthorized personnel.

ARTICLE 19 JURY DUTY

19.1 Permanent full time employees shall be granted time off with pay, for reporting for jury duty upon presenting satisfactory evidence relating to service to management. Compensation received from jury duty will be assigned by the employee to the City.

19.2 If an employee is released from jury duty two (2) or more hours prior to the end of the employee's regularly scheduled work shift, the employee shall be required to report for work except as otherwise authorized by the employee's immediate supervisor.

19.3 In the event an employee who works shifts is called to jury duty, the employee shall be rescheduled to day shift for the duration of said jury duty.

ARTICLE 20 TIME OFF FOR VOTING

20.1 During primary or general elections, the City shall allow employees who are registered and eligible to vote sufficient time off, not to exceed two (2) hours, for the purpose of voting.

Time off will be without a loss of pay, and based on the employee's hours of work and location/distance of voting precinct. Voting time will be scheduled at the discretion of the Division Manager or designee, in such a fashion as not to interfere with normal work production. The location of the bargaining unit member's precinct and his/her work schedule shall be considered in scheduling time off. Time off for voting is not granted to those employees who can reasonably vote before or after their scheduled hours.

20.2 Provided Florida law related to absentee voting and early voting do not change during the term of this agreement, bargaining unit members will not be provided time off without a loss of pay for the purposes of voting. Employees who are scheduled to work on Election Day are encouraged to either vote by absentee ballot or participate in early voting. In the event Florida law related to absentee voting and early voting be changed that would negatively impede an employee's ability to exercise their right to vote, at the bargaining unit's request, 20.1 would apply.

ARTICLE 21 SEVERABILITY

21.1 If any provision of this Agreement shall be found to be invalid by any court having jurisdiction in respect thereof, such findings shall not affect the remainder of this Agreement, and all other terms and provisions shall continue in full force and effect. Upon any such judicial determination, the City and the Union will promptly negotiate and endeavor to reach an agreement upon a substitute for the provisions found to be invalid.

ARTICLE 22 SAVINGS CLAUSE

22.1 All rights, privileges and working conditions enjoyed by members of the bargaining unit at the present time which are included in this Agreement, shall remain in full force and effect unless changed by mutual consent.

22.2 The parties recognize that the City's Employee Handbook and procedures which cover subjects not expressly covered in this Agreement shall be applicable to all bargaining unit employees. No benefits shall exist for bargaining unit members other than those set forth in this Agreement and/or applicable City policies and procedures, and any changes thereto.

ARTICLE 23 PROBATIONARY PERIOD FOR EMPLOYEES

23.1 The City will require a six (6) month probationary period for all new employees in all departments, which may be extended by management for ninety (90) days.

23.2 All probationary employees are to be evaluated in writing at the end of six (6) months.

23.3 Employees covered by this Agreement shall be allowed check-off of Union dues during their probationary period, provided employees request such deduction in writing as outlined in Article 2.

23.4 Initial probationary employees are not covered in any way by the grievance procedure.

23.5 All permanent, full-time employees who are placed on probation for any reason (transfer, promotion, demotion or disciplinary action, etc.) shall be notified in writing by the employee's supervisor prior to said probation. No full-time permanent employee may be placed on probation longer than six (6) months and a written evaluation will be conducted at the end of probation.

23.6Employees in a probationary status are not eligible for promotional or voluntary transfers during the probationary period.

ARTICLE 24 SENIORITY

24.1 Definitions

City Seniority: City-wide seniority is defined as the length of continuous service with the City of Cocoa. Such seniority shall be acquired by a full-time employee after completion of a probationary period, at which time seniority shall be retroactive to the first day of employment. City-wide seniority shall apply to accrual of all benefits and to promotional vacancies.

Department Seniority: Department seniority is defined as the length of employment within the employee's current department. Department seniority shall accrue as of the first day of employment or transfer into a new department. Department seniority shall apply in cases of termination by force reduction (layoff). Division seniority shall be considered when scheduling shifts. Division seniority will be considered for requests for vacation only [deleted bold] as outlined in Article 10, Vacations and overtime as outlined in Article 13.

24.2 Cumulation: Seniority shall accumulate during absence because of illness, injury, vacation, or other authorized leave.

24.3 Termination of Seniority: Seniority shall be broken when an employee:

A. Terminates voluntarily

B. Is discharged for just cause

C. Is on leave of absence in excess of six (6) months.

D. Is on layoff status and has not been recalled in one (1) year.

E. Retirement.

F. Failure to return from approved leaves of absence (including Family and Medical Leave and Military Leave) or Workers' Compensation disability.

24.4 Leave Without Pay: For unpaid leaves of absence exceeding thirty (30) consecutive days,

such time shall not accumulate as seniority, except as otherwise provided by law (e.g., Family and Medical Leave).

ARTICLE 25 REDUCTION IN FORCE

25.1 Should a reduction in the City's work force become necessary, termination by force reduction, hereinafter referred to as layoff, shall be accomplished in the following manner:

A. Layoffs shall be by classification within a department. Upon establishing the number of employees to be laid off within a classification in a department, the City shall layoff the least senior employee first and continue laying off the least senior employee until its force reduction in the affected classification or classifications within that department is met.

B. If an employee is scheduled to be laid off, said employee shall be offered a comparable position or demotion to a lower classification, provided such a vacancy exists and said employee is qualified to fill the position.

C. If there is more than one (1) employee subject to the above provisions, the most senior qualified laid-off employee shall be offered the vacancy. If there is more than one (1) vacancy, said vacancies shall continue to be offered to the senior qualified laid off employee until all vacancies are filled.

25.2 Employees being laid off or demoted shall be eligible for recall in accordance with the following procedure:

A. An employee who is demoted or laid off shall retain recall rights to a job in the same classification within the department from which the employee was demoted or laid off. Recall rights shall remain in full force and effect for a period equal to the employee's total length of service not to exceed one (1) year.

B. The most senior qualified laid off employee shall be offered recall to a job in the employee's classification until the City's staffing requirements are met.

C. Notification of recall shall be sent to a laid off employee by certified mail to the address last known to the City.

D. After notification is received by the laid off employee, the employee must report to the City's Human Resources Division within three (3) working days or the employee shall forfeit all rights to be recalled by the City.

25.3 Employees who are scheduled to be laid off shall receive ten (10) working days notice or, in the alternative, ten (10) days' pay.

25.4 If it becomes necessary for the City to abolish a position or reduce the number of employees, severance pay will be granted as follows:

Years of Service	Severance Pay
1-5	2 weeks
6-10	4 weeks
11-25	6 weeks

ARTICLE 26 PROMOTIONAL VACANCIES

26.1 Notice of a vacancy in an existing or new position covered by this Agreement shall be posted for a period of five (5) working days on appropriate bulletin boards, with a closing date for in-house applications four (4) days after the posting date, to be accepted noted on the posting. Any employee who meets the minimum standards/requirements of the position may apply for the open position by submittal of the appropriate form and a resume detailing their work history and

experience by the closing date. Applications received from in-house applicants after the position closing date will be considered with outside applicants.

26.2 The Human Resources Division will refer to the hiring department bids from qualified employees for interview. If fewer than three (3) qualified internal candidates apply, external candidates may be interviewed simultaneously. The manager/supervisor to whom the position reports is responsible for interviewing and selecting the candidate who best matches the position requirements. In making this determination, the manager/supervisor shall consider the candidates' merit and ability, to include, but not limited to training, education, experience, certification, skills, , and based on valid minimum standards/requirements outlined in the position description. Seniority shall be the governing factor in making the selection only when all other criteria are equal.

26.3 An employee who is promoted to a position with a higher pay range shall have his pay rate increased by 5% and then placed in the new pay range or to the minimum pay rate of the new position, whichever is greater.

An employee who is transferred laterally to another position will not receive any pay increase or decrease. A lateral transfer is defined as going from one position in the same pay grade (minimum salary is the same) to another position in the same pay grade.

An employee who voluntarily applies for and is selected for a position in a lower pay range shall have his pay rate decreased by 5% for positions with one grade lower, and 10% for positions that are more than one grade lower. In no case may an employee be paid more than the new pay range.

26.4 In the event an employee is promoted, demoted, or transferred, pursuant to this Article, the employee will serve a probationary period of ninety (90) days in the new position, which

may be extended in thirty (30) day increments by the City, regardless of the length of the employee's seniority, not to exceed a total of six (6) months [including the original ninety (90) days probation].

26.5 Should the employee be determined as unacceptable in the new position during the probationary period, the employee shall be returned to his or her former or comparable pay grade/position and rate of pay, if vacant. If a position is not vacant, then the employee shall accept a position as close to the former position, in terms of pay grade/position and rate of pay, subject to the City's determination that the employee is suitable for the position.

26.6 The City supports and encourages employees to continue education and licenses for further promotion opportunities. The job posting process, outlined in section 26.1 above, should be waived in the following scenarios:

A. The Florida Department of Environmental Protection (FDEP) requires that operators of water and wastewater facilities possess a FDEP operator's license per Department of Environmental Regulation, Chapter 62-602. The City has designated positions from an Apprentice Operator, which is an entry level position and does not possess a license, through an "A" Licensed Operator. Each level of operator has specific criteria for position obtainment identified in the Regulation. The City will promote individuals upon attainment of a higher license when the employee has met the full requirements of the position/license.

B. Employees classified as an Industrial Electrician I will be promoted to Industrial Electrician II after successfully meeting the position requirements of the "II" level.

ARTICLE 27 INTENT OF AGREEMENT

27.1 The City and the Union agree that the basic intent of this Agreement is to provide a fair day's work in return for a fair day's pay and to provide conditions of employment suitable to maintain a competent work force. The City and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest requires the full utilization of the employee's skill and ability without regard to union membership, race, color, religious creed, national origin, ancestry, age, gender, family status (except as limited by Florida Statutes governing nepotism), or a disability which does not preclude the performance of the essential functions of the position, with reasonable accommodation(s) provided as necessary.

ARTICLE 28 – DURATION

28.1 If either the City or the Union desires to modify, amend, or terminate this Agreement at its normal expiration date official notice of such desire must be given in writing at least ninety (90) days and not more than one-hundred-fifty (150) days prior to the termination of this Agreement. Within thirty (30) days following receipt of such notice, unless there is mutual agreement to the contrary, the City and the Union shall commence negotiations.

28. 2 This agreement shall be effective upon ratification by the City Council and the Union and shall remain in effect up to and including September 30, 2018.

CITY OF COCOA

APPENDIX A - EMPLOYEE GRIEVANCE FORM

o **Bargaining** o **PBA**
o **LIUNA**
o **IAFF**
o **Non-Bargaining**

Name: (PRINT)_____

Job Title: _____ **Employee ID: #** _____

Home Address: _____ **Zip:** _____

If Bargaining Unit - provide name of Union Steward: _____

Department: (Check one) ☐ Admin. Services ☐ City Manager ☐ City Clerk ☐ Fire ☐ Public Works ☐ Police ☐ Community Development ☐ Police ☐ Finance ☐ Utilities ☐ Other _____
Division: _____

Policy/Section and/or Contract/Article Violated: Section(s): _____

Page(s): _____ *(Must provide a copy of the page(s) you are referencing)*

Date of Alleged Violation:__ __ / __ __ / __ __

Provide a brief description of the grievance: Explain how the grievance is related to the policy/ section and/or contract/article. (Attach additional sheets if needed): _____
_____
_____
_____

Your Suggested Remedy: _____
_____
_____
_____

Signature of Grievant: _____ **Date:** __ __ / __ __ / __ __

_____

STEP 1

Receiving Supt./Div. Manager: _____ **Date:** __ __ / __ __ / __ __

Hearing Date: __ __ / __ __ / __ __

Response and Date: (See attached response) ☐ **Settled** ☐ **Withdrawn** ☐ **Advanced**

Settled: (Employee Signature):_____ **Date:** __ __ / __ __ / __ __

NOT Settled, Appeal to STEP II. (Employee Signature):_____ **Date**: __ __ / __ __ / __ __

CITY OF COCOA
EMPLOYEE GRIEVANCE FORM

STEP II

Receiving Department Director:_____ **Date:** __ __ **/** __ __ **/** __ __

Hearing Date: __ __ / __ __ / __

Response and Date: (See attached response) ☐ **Settled** ☐ **Withdrawn** ☐ **Advanced**

Settled: (Employee Signature) _____ **Date:** __ __ / __ __ / __ __

NOT Settled: Appeal to STEP III.

(Employee Signature) _____ Date: __ __ / __ __ / __ __

STEP III (CITY MANAGER)

Receiving HR Representative: _____ Date: __ __ / __ __ / __ __

Hearing Date: __ __ / __ __ / __ __

Response and Date: (See attached response)

Upheld Denied Modified

City Manager: _____ Date: __ __ / __ __ / __ __

HR Manager: _____ Date: __ __ / __ __ / __ __

APPENDIX B -CLASSIFICATION AND PAY PLAN

COVERED POSITIONS	PAY GRADE
Apprentice Electrician	LU5
Apprentice Operator	LU6
Automotive Stock Clerk	LU4
Backflow Technician	LU5
Cashier	LU5
Certified Operator “C”	LU7
Certified Operator “B”	LU8
Certified Operator “A”	LU9
Crew Leader	LU7
Custodial Worker/Janitorial Attendant	LU2
Customer Service Representative	LU5
Customer Service Field Representative	LU5
Electrician I	LU6
Electrician II	LU9
Environmental Analyst I	LU7
Environmental Analyst II	LU9
Heavy Equipment Operator	LU7
Industrial Electrician I	LU6
Industrial Electrician II	LU9
Maintenance Worker I	LU3

Maintenance Worker II	LU4
Maintenance Worker III	LU5
Mechanic I	LU6
Mechanic II	LU8
Meter Reader	LU4
Meter Technician	LU5
Sludge Equipment Operator	LU5
Stock Clerk	LU4
Senior Stock Clerk	LU5
Utility Line Locator	LU5
Utility Mechanic I	LU5
Utility Mechanic II	LU8
Valve Operator	LU5

SIGNATURE PAGE

CITY OF COCOA

Henry U. Parrish III
Mayor

John A. Titkanich, Jr.
City Manager

February 23, 2016
Date Signed

LOCAL 678

Benjamin Basora
Business Agent

Frank Palmieri
Chief Union Steward

February 29, 2016
Date Signed

Legislation Details (With Text)

File #:	16-422	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/13/2016			**In control:**	City Council
On agenda:	9/27/2016			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget by Classification Report August 2016.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 13, 2016
Agenda Date: September 27, 2016
Prepared By: Anthony Hagan, Grants Administrator
Through: Teri Butler, CGFO, 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 2016 provide information for the three major funds: General Fund, Water/Sewer Fund and the Storm Water Fund.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer and Storm Water. This report shows the current period, the year to date totals, the annual budget and the unrealized balance.
   - Estimated - represents either the current period or year to date prorated budget

- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.

FY 2016 Budget by Classification Report - Summary Listing

Through 8/31/2016

Target for August is 92%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
TAXES	$ 6,821,651		$ 6,398,525.50	$ 423,125.50	94%
OTHER PERMITS AND FEES	$ 3,366,886		$ 3,067,335.71	$ 299,550.29	91%
INTERGOVERNMENTAL	$ 3,788,514		$ 2,497,884.93	$ 1,290,629.07	66%
CHARGES FOR SERVICES	$ 11,012,280		$ 10,103,533.00	$ 908,747.00	92%
FINES AND FORFEITURES	$ 24,495		$ 21,876.04	$ 2,618.96	89%
MISCELLANEOUS	$ 793,005		$ 953,493.93	$ (160,488.93)	120%
OTHER SOURCES (NON-REVENUE)	$ 15,009,694		$ 6,130,707.00	$ 8,878,987.00	41%
REVENUE TOTALS	**$ 40,816,525**		**$ 29,173,356.11**	**$ 11,643,168.89**	**71%**
EXPENSE					
SALARIES AND BENEFITS	$ 20,937,339	$ 2,112.00	$ 17,214,131.18	$ 3,721,095.82	82%
OPERATING EXPENDITURES	$ 9,980,074	$ 1,042,966.76	$ 6,618,779.80	$ 2,318,327.44	77%
CAPITAL OUTLAY	$ 6,750,303	$ 1,729,363.33	$ 4,181,684.04	$ 839,255.63	88%
GRANTS, AIDS AND OTHER	$ 3,148,809	$ -	$ 736,583.60	$ 2,412,225.40	23%
EXPENSE TOTALS	**$ 40,816,525**	**$ 2,774,442.09**	**$ 28,751,178.62**	**$ 9,290,904.29**	77%
REVENUE TOTALS	**$ 40,816,525**	**$ -**	**$ 29,173,356.11**	**$ 11,643,168.89**	**71%**
EXPENSE TOTALS	**$ 40,816,525**	**$ 2,774,442.09**	**$ 28,751,178.62**	**$ 9,290,904.29**	**77%**
	$ -	**$ (2,774,442.09)**	**$ 422,177.49**		

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	387,392	.00		4,261,312	4,454,794.02	105	4,648,710	193,915.98
20	00	DELINQUENT TAXES	3,333	2,607.26	78	36,663	5,699.12	16	40,000	34,300.88
25	00	PENALTIES RE: TAXES	416	3,701.56	890	4,576	11,885.26	260	5,000	6,885.26-
30	00	TAX CERTIFICATES	16,666	.00		183,326	224,385.09	122	200,000	24,385.09-
311	**	AD VALOREM	407,807	6,308.82	2	4,485,877	4,696,763.49	105	4,893,710	196,946.51
312		SALES USE AND FUEL TAXES								
41	00	LOCAL OPTION GAS TAX 6 CT	24,954	26,720.35	107	274,494	369,157.66	135	299,452	69,705.66-
312	**	SALES USE AND FUEL TAXES	24,954	26,720.35	107	274,494	369,157.66	135	299,452	69,705.66-
314		UTILITY SERVICE TAX								
10	00	ELECTRICITY	82,314	109,897.99	134	905,454	822,918.73	91	987,768	164,849.27
40	00	GAS	1,732	1,057.94	61	19,052	14,188.95	75	20,784	6,595.05
80	00	PROPANE	1,300	1,234.91	95	14,300	15,661.54	110	15,605	56.54-
314	**	UTILITY SERVICE TAX	85,346	112,190.84	132	938,806	852,769.22	91	1,024,157	171,387.78
315		COMMUNICATION SERVICE TAX								
00	00	COMMUNICATION SERVICE TAX	36,194	32,022.19	89	398,134	262,562.09	66	434,332	171,769.91
315	**	COMMUNICATION SERVICE TAX	36,194	32,022.19	89	398,134	262,562.09	66	434,332	171,769.91
316		LOCAL BUSINESS TAX								
00	00	LOCAL BUSINESS TAX	14,166	39,342.83	278	155,826	217,273.04	139	170,000	47,273.04-
316	**	LOCAL BUSINESS TAX	14,166	39,342.83	278	155,826	217,273.04	139	170,000	47,273.04-
310	***	TAXES	568,467	216,585.03	38	6,253,137	6,398,525.50	102	6,821,651	423,125.50
320		OTHER PERMITS & FEES								
322		BUILDING PERMITS								
00	00	BUILDING PERMITS	11,416	21,545.74	189	125,576	271,653.15	216	137,000	134,653.15-
10	00	TRAINING SURCHARGE	58	.00		638	797.81	125	700	97.81-
322	**	BUILDING PERMITS	11,474	21,545.74	188	126,214	272,450.96	216	137,700	134,750.96-
323		FRANCHISE FEES								
10	00	ELECTRICITY	64,218	161,009.24	251	706,398	492,387.97	70	770,620	278,232.03
40	00	GAS	1,510	797.23	53	16,610	11,005.03	66	18,120	7,114.97
70	00	SOLID WASTE	14,703	15,433.16	105	161,733	163,117.13	101	176,446	13,328.87
323	**	FRANCHISE FEES	80,431	177,239.63	220	884,741	666,510.13	75	965,186	298,675.87
325		SPECIAL ASSESSMENT								
12	01	FIRE PROTECTION	174,916	219.25		1,924,076	1,950,579.69	101	2,099,000	148,420.31

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	666	1,376.76	207	7,326	27,382.29-	374	8,000	35,382.29
12	03	PENALTIES	83	187.48	226	913	3,243.37	355	1,000	2,243.37-
12	04	TAX CERTIFICATES	12,500	.00		137,500	183,598.92	134	150,000	33,598.92-
12	*	SERVICE	188,165	1,783.49	1	2,069,815	2,110,039.69	102	2,258,000	147,960.31
325	**	SPECIAL ASSESSMENT	188,165	1,783.49	1	2,069,815	2,110,039.69	102	2,258,000	147,960.31
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	500	1,427.62	286	5,500	18,334.93	333	6,000	12,334.93-
30	00	PLANNING SITE PLAN REVIEW	0	.00		0	.00		0	.00
329	**	OTHER PERMITS & FEES	500	1,427.62	286	5,500	18,334.93	333	6,000	12,334.93-
320	***	OTHER PERMITS & FEES	280,570	201,996.48	72	3,086,270	3,067,335.71	99	3,366,886	299,550.29
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
10	02	BROWNFIELDS REDEVELOP PR	33,333	68,125.00	204	366,663	105,693.70	29	400,000	294,306.30
10	03	ENERGY EFFICIENT RETROFIT	0	.00		0	.00		0	.00
10	*	GENERAL GOVERNMENT	33,333	68,125.00	204	366,663	105,693.70	29	400,000	294,306.30
20	01	RES OFFCR - CTY CONTRACT	2,608	.00		28,688	21,200.00	74	31,300	10,100.00
20	05	JAG GRANT	1,915	.00		21,065	22,980.00	109	22,980	.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	723	.00		7,953	2,880.70	36	8,683	5,802.30
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	0	.00		0	37,811.99		0	37,811.99-
20	*	PUBLIC SAFETY	5,246	.00		57,706	84,872.69	147	62,963	21,909.69-
30	01	FEMA ASSIST TO FF GRANT	0	.00		0	.00		0	.00
39	10	FED GRANT -TRANSPORTATION	114,828	.00		1,033,452	845,900.01	82	1,148,282	302,381.99
50	01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331	**	FEDERAL GRANTS	153,407	68,125.00	44	1,457,821	1,036,466.40	71	1,611,245	574,778.60
333		PAYMENT IN LIEU OF TAXES								
90	00	HOUSING AUTHORITY	3,750	.00		41,250	39,009.20	95	45,000	5,990.80
333	**	PAYMENT IN LIEU OF TAXES	3,750	.00		41,250	39,009.20	95	45,000	5,990.80

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								
333	PAYMENT IN LIEU OF TAXES								
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	0	.00		0	.00		0	.00
50 02	COCOA CONSERVATION	0	.00		0	.00		0	.00
50 03	RESIDENTIAL RETROFIT	19,416	20,185.00	104	213,576	130,181.00	61	233,000	102,819.00
50 *	ECONOMIC ENVIRONMENT	19,416	20,185.00	104	213,576	130,181.00	61	233,000	102,819.00
61 10	BREVARD COUNTY EMS GRANT	1,578	14,200.00	900	12,624	14,200.00	113	14,200	.00
90 30	HISTORIC PRESERVATION GRT	23,354	.00		256,894	.00		280,256	280,256.00
334 **	STATE GRANT	44,348	34,385.00	78	483,094	144,381.00	30	527,456	383,075.00
335	STATE SHARED REVENUES								
12 00	STATE REVENUE SHARING	37,945	40,306.80	106	417,395	353,909.92	85	455,349	101,439.08
12 20	8TH CNT MUNICIPAL GAS TAX	12,561	12,604.45	100	138,171	110,130.05	80	150,732	40,601.95
12 *	STATE REVENUE SHARING	50,506	52,911.25	105	555,566	464,039.97	84	606,081	142,041.03
14 00	MOBILE HOME LICENSES	1,768	772.50	44	19,448	21,862.98	112	21,220	642.98-
15 00	ALCOHOLIC BEVERAGE	1,764	2,789.81	158	19,404	20,937.55	108	21,169	231.45
18 00	LOCAL GOVERNMENT 1/2 CENT	77,819	75,736.94	97	856,009	735,796.25	86	933,828	198,031.75
21 00	FIREFIGHTER SUPPLEMENTAL	0	3,630.00		0	10,020.00		0	10,020.00-
29 00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41 00	FUEL TAX REFUNDS	1,876	.10		20,636	25,371.58	123	22,515	2,856.58-
335 **	STATE SHARED REVENUES	133,733	135,840.60	102	1,471,063	1,278,028.33	87	1,604,813	326,784.67
337	GRANTS FROM LOCAL UNITS								
20 01	911 SURCHARGE FUNDS	0	.00		0	.00		0	.00
40 00	TRANSPORTATION	0	.00		0	.00		0	.00
40 01	FDOT JOINT PARTICIPATION	0	.00		0	.00		0	.00
40 *	TRANSPORTATION	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
10 01	EMS 1ST RESPONDER	0	.00		0	.00		0	.00
338 **	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	335,238	238,350.60	71	3,453,228	2,497,884.93	72	3,788,514	1,290,629.07
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
10 00	RECORDING FEES	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
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
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	447,249	447,250.00	100	4,919,739	4,919,750.00	100	5,366,988	447,238.00
31 00	ADMIN FEES STORMWATER	4,759	4,759.00	100	52,349	52,349.00	100	57,111	4,762.00
40 00	CERTIFY/COPY/SEARCH	10,870	9,710.77	89	119,570	90,287.96	76	130,440	40,152.04
90 12	PASSPORT EXECUTION FEES	552	525.00	95	6,072	7,425.95	122	6,634	791.95-
341 **	GENERAL GOVERNMENT	463,430	462,244.77	100	5,097,730	5,069,812.91	100	5,561,173	491,360.09
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	0	.00		0	.00		0	.00
90 00	OTHER PUBLIC SAFETY	0	.00		0	1,925.00		0	1,925.00-
90 01	FALSE ALARM FEES	625	.00		6,875	8,630.00	126	7,510	1,120.00-
90 02	MOTOR VEHICLE ACCIDENT	0	.00		0	.00		0	.00
90 *	OTHER PUBLIC SAFETY	625	.00		6,875	10,555.00	154	7,510	3,045.00-
342 **	PUBLIC SAFETY	625	.00		6,875	10,555.00	154	7,510	3,045.00-
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	33,235	35,120.49	106	365,585	384,434.75	105	398,820	14,385.25
37 11	ROCKLEDGE	20,995	21,523.02	103	230,945	213,695.63	93	251,940	38,244.37
37 12	SUN LAKE	274	267.12	98	3,014	2,829.14	94	3,291	461.86
37 13	COLONY PARK	149	146.28	98	1,639	1,488.24	91	1,791	302.76
37 16	COCOA BEACH	8,670	8,599.00	99	95,370	85,914.95	90	104,040	18,125.05
37 17	CAPE CANAVERAL	7,157	7,141.93	100	78,727	71,194.22	90	85,884	14,689.78
37 18	TITUSVILLE	312	329.66	106	3,432	3,240.42	94	3,745	504.58
37 *	WATER BILLING SERVICES	70,792	73,127.50	103	778,712	762,797.35	98	849,511	86,713.65
39 01	SERVICE CHARGES	31,276	33,744.10	108	344,036	391,299.99	114	375,314	15,985.99-
39 03	ADMIN CHARGES	33,211	35,640.00	107	365,321	359,961.70	99	398,542	38,580.30
39 04	PENALTIES	71,513	65,901.18	92	786,643	814,834.26	104	858,157	43,322.74
39 05	NSF CHECKS	2,673	3,147.79	118	29,403	35,196.93	120	32,079	3,117.93-
39 *	WATER OTHER INCOME	138,673	138,433.07	100	1,525,403	1,601,292.88	105	1,664,092	62,799.12
41 10	GARBAGE REVENUES	176,569	177,512.36	101	1,942,259	1,897,381.42	98	2,118,834	221,452.58
41 20	RECYCLING REVENUE	17,567	17,507.03	100	193,237	187,722.70	97	210,812	23,089.30
41 30	GREEN WASTE	15,023	14,921.22	99	165,253	158,766.89	96	180,283	21,516.11
41 *	GARBAGE COLLECTION	209,159	209,940.61	100	2,300,749	2,243,871.01	98	2,509,929	266,057.99
45 10	BILLING FEE - WEST WASTE	7,939	8,051.82	101	87,329	79,992.66	92	95,268	15,275.34
45 20	SALE - RECYCLING MATERIAL	153	.00		1,683	961.52	57	1,836	874.48

FUND 001 GENERAL FUND

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340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
45	*	GARBAGE - OTHER REVENUE	8,092	8,051.82	100	89,012	80,954.18	91	97,104	16,149.82
46	10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90	01	MEDIAN MAINTENANCE	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	8,364	.00		92,004	121,527.00	132	100,369	21,158.00-
90	*	OTHER PHYSICAL ENVIRON	12,725	.00		139,975	160,779.00	115	152,705	8,074.00-
343	**	PHYSICAL ENVIRONMENT	439,441	429,553.00	98	4,833,851	4,849,694.42	100	5,273,341	423,646.58
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	5,093	4,629.64	91	56,023	51,956.53	93	61,117	9,160.47
39	11	TENANT MAINTENANCE FEES	140	147.73	106	1,540	1,383.75	90	1,691	307.25
39	20	COCOA CIVIC CENTER	4,287	2,309.92	54	47,157	59,339.78	126	51,455	7,884.78-
39	21	CC - BRIDAL SHOWS	0	.00		0	.00		0	.00
39	30	RIVERFRONT PARK	1,690	1,874.35	111	18,590	16,912.58	91	20,287	3,374.42
39	*	OTHER CULTURAL SERVICES	11,210	8,961.64	80	123,310	129,592.64	105	134,550	4,957.36
40	01	COCOA VILLAGE 10% GROSS	1,680	2,934.46	175	18,480	29,596.65	160	20,165	9,431.65-
40	05	PERMIT FEES	135	100.00	74	1,485	2,240.17	151	1,625	615.17-
40	10	MARDI GRAS	0	.00		0	2,235.00		0	2,235.00-
40	*	SPECIAL EVENTS	1,815	3,034.46	167	19,965	34,071.82	171	21,790	12,281.82-
50	10	EVENT FEES	822	.00		9,042	6,306.21	70	9,873	3,566.79
50	20	CONCESSION SALES	0	.00		0	.00		0	.00
50	30	ADVERTISING/SPONSORSHIPS	318	.00		3,498	3,500.00	100	3,818	318.00
50	40	SCHOOL BOARD	0	.00		0	.00		0	.00
50	*	SPECIAL REC FACILITIES	1,140	.00		12,540	9,806.21	78	13,691	3,884.79
347	**	CULTURE/RECREATION	14,165	11,996.10	85	155,815	173,470.67	111	170,031	3,439.67-
349		OTHER CHARGES FOR SERVICE								
01	00	CREDIT CARD FEES	18	.00		198	.00		225	225.00
349	**	OTHER CHARGES FOR SERVICE	18	.00		198	.00		225	225.00

FUND 001 GENERAL FUND

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340		CHARGES FOR SERVICES								
349		OTHER CHARGES FOR SERVICE								
340	***	CHARGES FOR SERVICES	917,679	903,793.87	99	10,094,469	10,103,533.00	100	11,012,280	908,747.00
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	2,041	883.96	43	22,451	21,876.04	97	24,495	2,618.96
351	**	JUDGMENTS AND FINES	2,041	883.96	43	22,451	21,876.04	97	24,495	2,618.96
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	2,041	883.96	43	22,451	21,876.04	97	24,495	2,618.96
360		MISCELLANEOUS REVENUES								
361		INTEREST AND OTHR EARNING								
10	00	INTEREST	3,612	2,072.12	57	39,732	86,068.99	217	43,355	42,713.99-
20	00	DIVIDENDS	0	.00		0	1,993.52		0	1,993.52-
38	00	NET INC/DEC-FMV INVESTMNT	0	.00		0	2,452.74		0	2,452.74-
40	00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361	**	INTEREST AND OTHR EARNING	3,612	2,072.12	57	39,732	90,515.25	228	43,355	47,160.25-
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	9,267	5,949.33	64	101,937	70,031.60	69	111,210	41,178.40
362	**	RENT AND ROYALTIES	9,267	5,949.33	64	101,937	70,031.60	69	111,210	41,178.40
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	0	.00		0	87,878.03		0	87,878.03-
10	00	GAIN/LOSS	0	.00		0	.00		0	.00
20	00	INTERFUND LOANS	0	.00		0	.00		0	.00
364	**	DISPOSITION FIXED ASSETS	0	.00		0	87,878.03		0	87,878.03-

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								
364		DISPOSITION FIXED ASSETS								
365		SALES OF SURPLUS SCRAP								
00	00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365	**	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
366		CONTRIBUTIONS & DONATIONS								
00	00	CONTRIBUTIONS & DONATIONS	6,250	6,300.00	101	68,750	76,827.50	112	75,000	1,827.50-
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	2,500.00		0	2,500.00-
10	20	TOY DRIVE	0	.00		0	.00		0	.00
10	*	DONATIONS-PRIVATE SOURCES	0	.00		0	2,500.00		0	2,500.00-
366	**	CONTRIBUTIONS & DONATIONS	6,250	6,300.00	101	68,750	79,327.50	115	75,000	4,327.50-
367		LICENSES								
00	00	LICENSES	0	.00		0	.00		0	.00
367	**	LICENSES	0	.00		0	.00		0	.00
368		PENSION CONTRIBUTIONS								
00	00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
21	00	POLICE STATE CONTRIBUTION	11,974	146,530.42	1224	131,714	146,530.42	111	143,695	2,835.42-
22	00	FIRE STATE CONTRIBUTION	10,943	115,232.79	1053	120,373	115,232.79	96	131,316	16,083.21
368	**	PENSION CONTRIBUTIONS	22,917	261,763.21	1142	252,087	261,763.21	104	275,011	13,247.79
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	7,598	3,139.87	41	83,578	71,761.60	86	91,182	19,420.40
90	01	COKE MACHINE	0	.00		0	.00		0	.00
90	02	POLICE SECURITY SERVICES	2,376	1,100.00	46	26,136	48,835.00	187	28,515	20,320.00-
90	03	CODE ENF ABATE/DEMO REV	5,173	11,261.63	218	56,903	111,272.51	196	62,084	49,188.51-
90	04	MISC. POLICE REVENUES	0	1,272.27		0	2,232.19		0	2,232.19-
90	05	INVESTIGATIVE COSTS REIM	4,435	3,075.37	69	48,785	48,444.44	99	53,230	4,785.56
90	06	SETTLEMENTS	0	.00		0	.00		0	.00
90	07	FLORIDA HARDEST HIT	833	1,275.00	153	9,163	9,795.00	107	10,000	205.00
90	08	ATF TASK FORCE	0	.00		0	.00		0	.00
90	09	PROPERTY REGISTRATION	3,618	3,100.00	86	39,798	27,900.00	70	43,418	15,518.00
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	24,033	24,224.14	101	264,363	320,240.74	121	288,429	31,811.74-

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								
369	OTHER MISC REVENUES								
96 00	INSURANCE REFUND PROCEEDS	0	.00		0	43,737.60		0	43,737.60-
369 **	OTHER MISC REVENUES	24,033	24,224.14	101	264,363	363,978.34	138	288,429	75,549.34-
360 ***	MISCELLANEOUS REVENUES	66,079	300,308.80	455	726,869	953,493.93	131	793,005	160,488.93-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	CDBG (103)	0	.00		0	.00		0	.00
91 10	TRANSFER FROM REDEVELOP	0	.00		0	.00		0	.00
91 11	TRANSFER FROM DIAMOND SQ	0	.00		0	.00		0	.00
91 12	US1 CORRIDOR (112)	0	.00		0	.00		0	.00
91 21	WATER SEWER FUND (421)	28,652	.00		248,742	.00		277,400	277,400.00
91 23	STORMWATER	1,562	.00		17,182	.00		18,750	18,750.00
91 25	RESTRICTED ASSETS	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND	19,023	.00		76,092	.00		95,112	95,112.00
91 41	TRANSFER FROM CONSFICATED	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	49,237	.00		342,016	.00		391,262	391,262.00
381 **	INTERFUND TRANSFER	49,237	.00		342,016	.00		391,262	391,262.00
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS WATER REV.	441,666	441,667.00	100	4,858,326	4,858,337.00	100	5,300,000	441,663.00
40 01	6% CONTRIBUTION	115,670	115,670.00	100	1,272,370	1,272,370.00	100	1,388,042	115,672.00
40 *	CONTRIBUTIONS WATER REV.	557,336	557,337.00	100	6,130,696	6,130,707.00	100	6,688,042	557,335.00
382 **	CONTRIBUTIONS ENTERPRISE	557,336	557,337.00	100	6,130,696	6,130,707.00	100	6,688,042	557,335.00
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

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
385	PROCEEDS REFUNDING BONDS								
389	NON OPERATING SOURCES								
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90 00	OTHER NONOPERATING SOURCE	6,846	.00		75,306	.00		82,154	82,154.00
99 10	CASH CARRY FORWARD	9,166	.00		100,826	.00		110,000	110,000.00
99 11	RESTR. CASH CARRY FORWARD	46,009	.00		414,081	.00		460,094	460,094.00
99 50	FUND BAL-APPROP. RESERVES	859,598	.00		6,418,539	.00		7,278,142	7,278,142.00
99 *	BALANCE FORWARD	914,773	.00		6,933,446	.00		7,848,236	7,848,236.00
389 **	NON OPERATING SOURCES	921,619	.00		7,008,752	.00		7,930,390	7,930,390.00
380 ***	OTHER SOURCES(NON-REV)	1,528,192	557,337.00	37	13,481,464	6,130,707.00	46	15,009,694	8,878,987.00
FUND TOTAL	GENERAL FUND	3,698,266	2,419,255.74	65	37,117,888	29,173,356.11	79	40,816,525	11,643,168.89

REPORT SELECTIONS

Fiscal year . . . . . : 2016
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	2550	2550.00	100	28050	28050.00	100	.00	30600	2550.00	92
11 **	EXECUTIVE SALARIES	2550	2550.00	100	28050	28050.00	100	.00	30600	2550.00	92
12-00	REGULAR SALARIES & WAGES	825462	764836.68	93	9733132	8877417.82	91	.00	10558690	1681272.18	84
12-06	SALARIES/CONTRACTUAL	4584	.00	0	16860	16056.25	95	.00	21439	5382.75	75
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	68302	3930.31	6	255037	323251.66	127	.00	323349	97.34	100
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	898348	768766.99	86	10005029	9216725.73	92	.00	10903478	1686752.27	85
13-00	OTHER SALARIES & WAGES	67374	63497.82	94	989714	815843.81	82	.00	1057145	241301.19	77
13 **	OTHER SALARIES & WAGES	67374	63497.82	94	989714	815843.81	82	.00	1057145	241301.19	77
14-00	OVERTIME	60346	20272.96	34	294413	294720.27	100	.00	354827	60106.73	83
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	60346	20272.96	34	294413	294720.27	100	.00	354827	60106.73	83
15-00	SPECIAL PAY	32470	27324.31	84	281367	299468.32	106	.00	313841	14372.68	95
15 **	SPECIAL PAY	32470	27324.31	84	281367	299468.32	106	.00	313841	14372.68	95
20-00	CLOTHING/SHOE ALLOWANCE	1704	.00	0	18744	15257.46	81	.00	20492	5234.54	75
20 **	CLOTHING/SHOE ALLOWANCE	1704	.00	0	18744	15257.46	81	.00	20492	5234.54	75
21-00	FICA TAXES	84619	65206.23	77	923432	788841.84	85	.00	1008138	219296.16	78
21 **	FICA TAXES	84619	65206.23	77	923432	788841.84	85	.00	1008138	219296.16	78
22-00	RETIREMENT CONTRIBUTIONS	46528	40612.49	87	522246	463559.36	89	.00	568865	105305.64	82
22-01	LICENSED POLICE/FIRE	206640	40480.34	20	2220220	2218177.44	100	.00	2426875	208697.56	91
22-02	STATE CONTRIBUTIONS	22917	.00	0	252087	.00	0	.00	275011	275011.00	0
22-03	ICMA - CITY MANAGER	668	572.76	86	7348	6631.27	90	.00	8021	1389.73	83

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	276753	81665.59	30	3001901	2688368.07	90	.00	3278772	590403.93	82
23-00	LIFE/HEALTH INSURANCE	257910	213518.37	83	2830464	2401372.71	85	2112.00	3088493	685008.29	78
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	257910	213518.37	83	2830464	2401372.71	85	2112.00	3088493	685008.29	78
24-00	WORKER'S COMPENSATION	54029	38395.79	71	578548	462706.37	80	.00	632653	169946.63	73
24 **	WORKER'S COMPENSATION	54029	38395.79	71	578548	462706.37	80	.00	632653	169946.63	73
25-00	UNEMPLOYMENT COMPENSATION	541	.00	0	15626	7959.30	51	.00	16170	8210.70	49
25 **	UNEMPLOYMENT COMPENSATION	541	.00	0	15626	7959.30	51	.00	16170	8210.70	49
27-00	CAFETERIA PLAN	19816	18050.00	91	212908	194817.30	92	.00	232730	37912.70	84
27 **	CAFETERIA PLAN	19816	18050.00	91	212908	194817.30	92	.00	232730	37912.70	84
31-00	PROFESSIONAL SERVICES	51530	20403.37	40	507896	331205.39	65	87240.06	559460	141014.55	75
31-01	LEGAL FEES	36469	30729.86	84	400658	307495.03	77	88975.72	437130	40659.25	91
31-02	MEDICAL SERVICES	3865	71.48	2	31022	29495.96	95	5282.66	34897	118.38	100
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1093	.00	0	12023	13125.00	109	.00	13125	.00	100
31-33	EMPLOYEE HEALTH CENTER	19272	.00	0	211992	124919.86	59	106344.14	231264	.00	100
31 **	PROFESSIONAL SERVICES	112229	51204.71	46	1163591	806241.24	69	287842.58	1275876	181792.18	86
32-00	ACCOUNTING & AUDITING	4014	.00	0	42987	43500.00	101	.00	47000	3500.00	93
32 **	ACCOUNTING & AUDITING	4014	.00	0	42987	43500.00	101	.00	47000	3500.00	93
34-00	CONTRACT SERVICES	97204	8300.45	9	925661	752831.30	81	196798.68	1022943	73313.02	93
34-03	CUSTOMER SERVICE CONTRACT	152617	148666.89	97	1678787	1498321.32	89	.00	1831411	333089.68	82
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	1250	.00	0	13750	8550.00	62	4450.00	15000	2000.00	87
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	251071	156967.34	63	2618198	2259702.62	86	201248.68	2869354	408402.70	86

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
39-00	CONTINGENCY	31735-	.00	0	88136	.00	0	.00	56405	56405.00	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	49525-	.00	0	105922	.00	0	.00	56405	56405.00	0
40-00	TRAVEL & PER DIEM	2506	1559.71	62	33361	13615.68	41	.00	35956	22340.32	38
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	2506	1559.71	62	33361	13615.68	41	.00	35956	22340.32	38
41-00	COMMUNICATION	14591	2917.16	20	138856	111583.82	80	33816.49	153495	8094.69	95
41 **	COMMUNICATION	14591	2917.16	20	138856	111583.82	80	33816.49	153495	8094.69	95
42-00	POSTAGE & FREIGHT	34787	36955.81	106	387186	361182.60	93	45072.27	422060	15805.13	96
42 **	POSTAGE & FREIGHT	34787	36955.81	106	387186	361182.60	93	45072.27	422060	15805.13	96
43-00	ELECTRIC/WATER/SEWER	56187	50054.96	89	592055	493079.35	83	131209.54	648268	23979.11	96
43 **	ELECTRIC/WATER/SEWER	56187	50054.96	89	592055	493079.35	83	131209.54	648268	23979.11	96
44-00	RENTALS AND LEASES	14088	12438.39	88	161924	135710.25	84	25778.98	176061	14571.77	92
44 **	RENTALS AND LEASES	14088	12438.39	88	161924	135710.25	84	25778.98	176061	14571.77	92
45-00	INSURANCE	32775	.00	0	352599	348594.32	99	.00	385428	36833.68	90
45 **	INSURANCE	32775	.00	0	352599	348594.32	99	.00	385428	36833.68	90
46-00	REPAIRS & MAINTENANCE	19748	22356.28	113	342768	278764.27	81	37220.87	362585	46599.86	87
46-02	REPAIR/MAINT BUILDINGS	44926	9105.83	20	528683	205857.64	39	33125.78	573616	334632.58	42
46-03	REPAIR/MAINT-VEHICLES	19613	6362.87	32	215743	152353.70	71	14528.86	235413	68530.44	71
46-05	HYDRANT FEES	36046	14734.35	41	156876	145945.35	93	.00	192925	46979.65	76
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46 **	REPAIRS & MAINTENANCE	120333	52559.33	44	1244070	782920.96	63	84875.51	1364539	496742.53	64
47-00	PRINTING & BINDING	2366	303.50	13	15118	9888.28	65	282.20	17548	7377.52	58
47 **	PRINTING & BINDING	2366	303.50	13	15118	9888.28	65	282.20	17548	7377.52	58
48-00	PROMOTIONAL ACTIVITIES	5874	222.56	4	61914	29524.07	48	10200.00	67825	28100.93	59
48-11	BUSINESS ASSIST. PROGRAM	1666	.00	0	18326	.00	0	.00	20000	20000.00	0
48-12	CHRISTMAS TREE EVENT 2009	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	7540	222.56	3	80240	29524.07	37	10200.00	87825	48100.93	45
49-00	OTHER CHARGES & OBLIG.	36799	4921.04	13	404013	158006.33	39	31525.97	440871	251338.70	43
49-02	LEGAL ADVERTISING/NOTICE	88	.00	0	338	419.86	124	.00	425	5.14	99
49-05	BROWNFIELDS REDEV PROG	33333	33550.00	101	366663	135709.47	37	29285.00	400000	235005.53	41
49-06	BROWNFIELD PROG CITY COST	625	.00	0	6875	.00	0	.00	7500	7500.00	0
49-07	BAD DEBT EXPENSE	12832	6428.23-	50-	141152	84713.18-	60-	.00	154000	238713.18	55-
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	287	.00	0	574	859.11	150	.00	860	.89	100
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	83964	32042.81	38	919615	210281.59	23	60810.97	1003656	732563.44	27
52-00	OPERATING SUPPLIES	70750	22803.06	32	729097	636287.94	87	100667.31	799985	63029.75	92
52-02	UNIFORMS	1066	218.18	21	16726	11382.27	68	3706.08	17800	2711.65	85
52-05	EMS 1st RESP-CONSUM SUPP	4831	2640.15	55	28141	32539.86	116	192.46	32981	248.68	99
52-07	JANITORIAL SUPPLIES	2084	1434.31	69	22924	19334.43	84	123.88	25018	5559.69	78
52-10	HEATING FUEL	110	.00	0	1210	901.58	75	424.42	1326	.00	100
52-30	FUEL OIL & LUBRICANTS	23316	15990.59	69	257301	144954.94	56	.00	280671	135716.06	52
52-33	EMPLOYEE HEALTH CENTER	4672	.00	0	51392	46299.72	90	9764.28	56064	.00	100
52 **	OPERATING SUPPLIES	106829	43086.29	40	1106791	891700.74	81	114878.43	1213845	207265.83	83

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
53-00	ROAD MATERIALS/SUPPLIES	8666	793.98	9	96328	30143.92	31	45950.21	105000	28905.87	73
53 **	ROAD MATERIALS/SUPPLIES	8666	793.98	9	96328	30143.92	31	45950.21	105000	28905.87	73
54-00	MEMBERSHIP/PUBLICATIONS	3242	1923.00	59	34302	30906.60	90	.00	37639	6732.40	82
54 **	MEMBERSHIP/PUBLICATIONS	3242	1923.00	59	34302	30906.60	90	.00	37639	6732.40	82
55-00	TRAINING	5429	6171.00	114	74574	60203.76	81	1000.90	80119	18914.34	76
55-01	EDA PROGRAM	0	.00	0	0	.00	0	.00	0	.00	0
55 **	TRAINING	5429	6171.00	114	74574	60203.76	81	1000.90	80119	18914.34	76
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	78823	.00	0	854182	811885.96	95	.00	933000	121114.04	87
61 **	LAND	78823	.00	0	854182	811885.96	95	.00	933000	121114.04	87
62-00	BUILDINGS	117701	9400.00	8	461002	290294.58	63	259935.65	578709	28478.77	95
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	117701	9400.00	8	461002	290294.58	63	259935.65	578709	28478.77	95
63-00	INFRASTRUCTURE	440731	12182.50	3	2596488	1439827.65	56	1193619.36	3037213	403765.99	87
63 **	INFRASTRUCTURE	440731	12182.50	3	2596488	1439827.65	56	1193619.36	3037213	403765.99	87
64-00	MACHINERY AND EQUIPMENT	170814	40167.55	24	1911801	1550095.32	81	267631.69	2082652	264924.99	87
64-01	JAG GRANT	2290	.00	0	18583	20873.99	112	.00	20874	.01	100
64-15	IT HARDWARE	2099	.00	0	30748	13942.92	45	4976.63	32855	13935.45	58
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	175203	40167.55	23	1961132	1584912.23	81	272608.32	2136381	278860.45	87

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
68-10	SFTWR & OTHER INTANGIBLES	4450	.00	0	60548	54763.66	90	3200.00	65000	7036.34	89
68 **	INTANGIBLE ASSETS	4450	.00	0	60548	54763.66	90	3200.00	65000	7036.34	89
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	'93 BOND ADMIN EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
73 **	'93 BOND ADMIN EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	55681	.00	0	601586	657272.00	109	.00	657272	.00	100
81 **	AIDS TO GOVT AGENCY	55681	.00	0	601586	657272.00	109	.00	657272	.00	100
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID PRIVATE ORGANIZATION	0	.00	0	0	.00	0	.00	0	.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	533	.00	0	60727	54311.60	89	.00	61271	6959.40	89
83 **	OTHER GRANTS AND AIDS	533	.00	0	60727	54311.60	89	.00	61271	6959.40	89
91-03	CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	4167	25000.00	600	20835	25000.00	120	.00	25000	.00	100
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	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	166666	.00	0	1833326	.00	0	.00	2000000	2000000.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	67544	.00	0	337720	.00	0	.00	405266	405266.00	0
91 **	INTERFUND TRANSFER	238377	25000.00	11	2191881	25000.00	1	.00	2430266	2405266.00	1
FUND 001	TOTAL *********										
	GENERAL FUND	3679051	1835198.66	50	37135459	28751178.66	77	2774442.09	40816525	9290904.25	77
GRAND	TOTAL *********										
		3679051	1835198.66	50	37135459	28751178.66	77	2774442.09	40816525	9290904.25	77

FY 2016 Budget by Classification Report - Summary Listing

Through 8/31/2016

Target for August is 92%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
IMPACT FEES	$ 1,475,632		$ 1,317,640.00	$ 157,992.00	89%
CHARGES FOR SERVICES	$ 55,252,361		$ 49,753,898.95	$ 5,498,462.05	90%
MISCELLANEOUS	$ 118,715		$ 579,179.84	$ (460,464.84)	488%
OTHER SOURCES (NON-REVENUE)	$ 31,131,585		$ 472,181.61	$ 30,659,403.39	2%
REVENUE TOTALS	**$ 87,978,293**	-	**$ 52,122,900.40**	**$ 35,855,392.60**	**59%**
EXPENSE					
SALARIES AND BENEFITS	$ 12,596,926	$ 1,160.90	$ 9,557,450.64	$ 3,038,314.46	76%
OPERATING EXPENDITURES	$ 22,448,081	$ 4,992,848.23	$ 15,289,108.69	$ 2,166,124.08	90%
CAPITAL OUTLAY	$ 36,565,681	$ 15,865,940.98	$ 11,868,533.51	$ 8,831,206.51	76%
GRANTS, AIDS AND OTHER	$ 16,367,605	$ -	$ 10,653,310.00	$ 5,714,295.00	65%
EXPENSE TOTALS	**$ 87,978,293**	**$ 20,859,950.11**	**$ 47,368,402.84**	**$ 19,749,940.05**	78%
REVENUE TOTALS	**$ 87,978,293**	**$ -**	**$ 52,122,900.40**	**$ 35,855,392.60**	**59%**
EXPENSE TOTALS	**$ 87,978,293**	**$ 20,859,950.11**	**$ 47,368,402.84**	**$ 19,749,940.05**	**78%**
	$ -	**$ (20,859,950.11)**	**$ 4,754,497.56**		

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	56,492	75,530.00	134	621,412	905,125.00	146	677,913	227,212.00-
03 11	WATER - COMMERCIAL	58,798	13,125.00	22	646,778	377,090.00	58	705,582	328,492.00
03 20	SEWER - RESIDENTIAL	691	.00		7,601	28,175.00	371	8,292	19,883.00-
03 21	SEWER - COMMERCIAL	6,987	.00		76,857	7,250.00	9	83,845	76,595.00
03 *	IMPACT FEES	122,968	88,655.00	72	1,352,648	1,317,640.00	97	1,475,632	157,992.00
324 **	IMPACT FEES	122,968	88,655.00	72	1,352,648	1,317,640.00	97	1,475,632	157,992.00
320 ***	OTHER PERMITS & FEES	122,968	88,655.00	72	1,352,648	1,317,640.00	97	1,475,632	157,992.00
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
90 00	OTHER FEDERAL GRANT-BABS	0	.00		0	304,395.56		0	304,395.56-
331 **	FEDERAL GRANTS	0	.00		0	304,395.56		0	304,395.56-
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	304,395.56		0	304,395.56-
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
31 00	WATER SALES	3,906,059	4,108,140.63	105	42,966,649	41,785,184.04	97	46,872,714	5,087,529.96
33 00	WATER CONNECTION FEE	20,000	45,460.00	227	220,000	387,051.23	176	240,000	147,051.23-
33 02	WATER CONNECT - GRISSOM	0	.00		0	262.36		0	262.36-
33 *	WATER CONNECTION FEE	20,000	45,460.00	227	220,000	387,313.59	176	240,000	147,313.59-
36 00	WATER HYDRANT FEES	211,026	231,930.21	110	2,321,286	2,513,915.46	108	2,532,321	18,405.54
39 00	WATER OTHER INCOME	0	.00		0	.00		0	.00
39 02	FDOT EASEMENT PAYMENT	0	.00		0	.00		0	.00
39 06	HYDRANT RESID FLOW TEST	125	500.00	400	1,375	4,800.00	349	1,500	3,300.00-
39 07	BACKFLOW DEVICE TEST	12,083	18,469.05	153	132,913	167,173.06	126	145,000	22,173.06-
39 08	JUMPER METERS	58	150.00	259	638	1,850.00	290	700	1,150.00-
39 09	PLAN REVIEW/CONST INSPECT	1,000	2,500.00	250	11,000	25,000.00	227	12,000	13,000.00-
39 10	BACKFLOW PRV/RLCT TEMP	208	155.42	75	2,288	915.04	40	2,500	1,584.96

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 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	13,474	21,774.47	162	148,214	199,738.10	135	161,700	38,038.10-
51 00	SEWER SALES	428,465	404,819.13	95	4,713,115	4,561,168.89	97	5,141,581	580,412.11
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	428,465	404,819.13	95	4,713,115	4,561,168.89	97	5,141,581	580,412.11
53 02	SEWER CONNECT - FINANCED	0	.00		0	1,600.10		0	1,600.10-
53 04	SEWER CONNECT- GRISSOM	0	.00		0	1,500.87		0	1,500.87-
53 05	REUSE CONNECT - GRISSOM	0	.00		0	.00		0	.00
53 *	SEWER CONNECTION FEES	0	.00		0	3,100.97		0	3,100.97-
59 01	GREASE TRAP PERMITS	516	562.95	109	5,676	5,924.85	104	6,200	275.15
60 00	REUSE WATER	23,820	29,822.86	125	262,020	290,833.42	111	285,845	4,988.42-
60 01	REUSE WATER INSTALLATION	1,000	231.71	23	11,000	6,719.63	61	12,000	5,280.37
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER	24,820	30,054.57	121	273,020	297,553.05	109	297,845	291.95
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	4,604,360	4,842,741.96	105	50,647,960	49,753,898.95	98	55,252,361	5,498,462.05
340 ***	CHARGES FOR SERVICES	4,604,360	4,842,741.96	105	50,647,960	49,753,898.95	98	55,252,361	5,498,462.05
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	4,367	595.93	14	48,037	150,593.55	314	52,415	98,178.55-
10 10	SBA	0	.00		0	.46		0	.46-
10 *	INTEREST	4,367	595.93	14	48,037	150,594.01	314	52,415	98,179.01-
20 00	DIVIDENDS	0	.00		0	.00		0	.00
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	29,830.37-		0	29,830.37
40 00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361 **	INTEREST AND OTHR EARNING	4,367	595.93	14	48,037	120,763.64	251	52,415	68,348.64-
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

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								
362	RENT AND ROYALTIES								
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	1,250	.00		13,750	102,119.21	743	15,000	87,119.21-
10 00	GAIN/LOSS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	1,250	.00		13,750	102,119.21	743	15,000	87,119.21-
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	833	.00		9,163	7,028.45	77	10,000	2,971.55
365 **	SALES OF SURPLUS SCRAP	833	.00		9,163	7,028.45	77	10,000	2,971.55
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	2,497.14	75	36,663	43,572.98	119	40,000	3,572.98-
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	3,333	2,497.14	75	36,663	43,572.98	119	40,000	3,572.98-
96 00	INSURANCE REFUND PROCEEDS	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	3,333	2,497.14	75	36,663	43,572.98	119	40,000	3,572.98-
360 ***	MISCELLANEOUS REVENUES	9,891	3,093.07	31	108,801	274,784.28	253	118,715	156,069.28-
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	TRANSFER FROM REDEVELOP	0	.00		0	.00		0	.00
91 23	STORMWATER	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.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

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)								
383	INSTLMT PURCH/CAP LEASE								
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	.00		0	42,610.00		0	42,610.00-
82 00	CONTRIBUTION S MAINLAND	0	7,103.84		0	154,064.26		0	154,064.26-
83 00	CONTRIBUTION VIERA	0	34,749.88		0	275,507.35		0	275,507.35-
83 01	THE VIERA COMPANY	0	.00		0	.00		0	.00
83 *	CONTRIBUTION VIERA	0	34,749.88		0	275,507.35		0	275,507.35-
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	2,668,630	.00		28,462,940	.00		31,131,585	31,131,585.00
99 51	SERIES 2010 PROCEEDS	0	.00		0	.00		0	.00
99 *	BALANCE FORWARD	2,668,630	.00		28,462,940	.00		31,131,585	31,131,585.00
389 **	NON OPERATING SOURCES	2,668,630	41,853.72	2	28,462,940	472,181.61	2	31,131,585	30,659,403.39
380 ***	OTHER SOURCES(NON-REV)	2,668,630	41,853.72	2	28,462,940	472,181.61	2	31,131,585	30,659,403.39
FUND TOTAL	WATER/SEWER ENTERPRISE	7,405,849	4,976,343.75	67	80,572,349	52,122,900.40	65	87,978,293	35,855,392.60

REPORT SELECTIONS

Fiscal year . . . . . : 2016
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	580404	454561.80	78	6745567	5350482.56	79	.00	7326024	1975541.44	73
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	20760	.00	0	87129	107878.11	124	.00	107886	7.89	100
12 **	REGULAR SALARIES & WAGES	601164	454561.80	76	6832696	5458360.67	80	.00	7433910	1975549.33	73
13-00	OTHER SALARIES & WAGES	36971	30196.62	82	256613	265879.61	104	.00	293610	27730.39	91
13 **	OTHER SALARIES & WAGES	36971	30196.62	82	256613	265879.61	104	.00	293610	27730.39	91
14-00	OVERTIME	58399	31049.01	53	368369	368640.21	100	.00	426794	58153.79	86
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	58399	31049.01	53	368369	368640.21	100	.00	426794	58153.79	86
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	1255	.00	0	13805	2245.00	16	.00	15095	12850.00	15
20 **	CLOTHING/SHOE ALLOWANCE	1255	.00	0	13805	2245.00	16	.00	15095	12850.00	15
21-00	FICA TAXES	52794	37420.93	71	580734	444851.89	77	.00	633559	188707.11	70
21 **	FICA TAXES	52794	37420.93	71	580734	444851.89	77	.00	633559	188707.11	70
22-00	RETIREMENT CONTRIBUTIONS	96965	290046.73	299	1121255	1070158.55	95	.00	1218257	148098.45	88
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	96965	290046.73	299	1121255	1070158.55	95	.00	1218257	148098.45	88
23-00	LIFE/HEALTH INSURANCE	140625	124755.38	89	1656335	1341640.70	81	.00	1797000	455359.30	75
23-02	LIFE/HEALTH RETIREES	24188	15187.78	63	266068	210974.85	79	1160.90	290263	78127.25	73
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	164813	139943.16	85	1922403	1552615.55	81	1160.90	2087263	533486.55	74
24-00	WORKER'S COMPENSATION	30059	25329.59	84	329745	299649.66	91	.00	359838	60188.34	83

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
24 **	WORKER'S COMPENSATION	30059	25329.59	84	329745	299649.66	91	.00	359838	60188.34	83
25-00	UNEMPLOYMENT COMPENSATION	455	.00	0	4550	1299.50	29	.00	5000	3700.50	26
25 **	UNEMPLOYMENT COMPENSATION	455	.00	0	4550	1299.50	29	.00	5000	3700.50	26
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	10300	8400.00	82	113300	93750.00	83	.00	123600	29850.00	76
27 **	CAFETERIA PLAN	10300	8400.00	82	113300	93750.00	83	.00	123600	29850.00	76
31-00	PROFESSIONAL SERVICES	529994	7736.25	2	1230689	146022.24	12	1335101.74	1760705	279581.02	84
31-01	LEGAL EXPENSES	8087	3185.00	39	90411	63835.46	71	8082.00	98500	26582.54	73
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	349	.00	0	5349	.00	0	1230.00	5698	4468.00	22
31-33	EMPLOYEE HEALTH CENTER	13052	.00	0	143572	85775.50	60	70855.50	156631	.00	100
31 **	PROFESSIONAL SERVICES	551482	10921.25	2	1470021	295633.20	20	1415269.24	2021534	310631.56	85
32-00	ACCOUNTING & AUDITING	4014	.00	0	42987	43500.00	101	.00	47000	3500.00	93
32 **	ACCOUNTING & AUDITING	4014	.00	0	42987	43500.00	101	.00	47000	3500.00	93
34-00	CONTRACT SERVICES	89961	31519.43	35	1032163	893586.26	87	135245.97	1122165	93332.77	92
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	447249	447250.00	100	4919739	4919750.00	100	.00	5366988	447238.00	92
34 **	CONTRACT SERVICES	537210	478769.43	89	5951902	5813336.26	98	135245.97	6489153	540570.77	92
39-00	CONTINGENCY	59428-	.00	0	155430	.00	0	.00	96014	96014.00	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	59428-	.00	0	155430	.00	0	.00	96014	96014.00	0
40-00	TRAVEL AND PER DIEM	1934	2180.45	113	16074	8805.30	55	.00	18036	9230.70	49
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40 **	TRAVEL AND PER DIEM	1934	2180.45	113	16074	8805.30	55	.00	18036	9230.70	49
41-00	COMMUNICATION	10928	4051.54	37	120208	88727.21	74	23828.18	131167	18611.61	86
41 **	COMMUNICATION	10928	4051.54	37	120208	88727.21	74	23828.18	131167	18611.61	86
42-00	FREIGHT & POSTAGE SERVICE	4367	740.48	17	44137	33155.17	75	3373.13	48540	12011.70	75
42 **	FREIGHT & POSTAGE SERVICE	4367	740.48	17	44137	33155.17	75	3373.13	48540	12011.70	75
43-00	ELECTRIC/WATER/SEWER	180629	38583.23	21	1979419	1377067.11	70	754787.73	2160073	28218.16	99
43 **	ELECTRIC/WATER/SEWER	180629	38583.23	21	1979419	1377067.11	70	754787.73	2160073	28218.16	99
44-00	RENTAL AND LEASES	22713	1219.85	5	112547	83639.30	74	39623.44	135293	12030.26	91
44 **	RENTAL AND LEASES	22713	1219.85	5	112547	83639.30	74	39623.44	135293	12030.26	91
45-00	INSURANCE	31638	.00	0	359621	351391.90	98	.00	391293	39901.10	90
45 **	INSURANCE	31638	.00	0	359621	351391.90	98	.00	391293	39901.10	90
46-00	REPAIRS & MAINTENANCE	543390	292059.32	54	5375035	4059649.86	76	1640850.54	5918476	217975.60	96
46-02	REPAIR/MAINT BUILDING	30997	886.49	3	424013	270960.89	64	155160.33	455019	28897.78	94
46-03	REPAIR/MAINT-VEHICLES	15131	5597.20	37	166441	130676.92	79	1430.06	181601	49494.02	73
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	589518	298543.01	51	5965489	4461287.67	75	1797440.93	6555096	296367.40	96
47-00	PRINTING & BINDING	573	204.90	36	6303	5337.00	85	101.50	6900	1461.50	79
47 **	PRINTING & BINDING	573	204.90	36	6303	5337.00	85	101.50	6900	1461.50	79
48-00	PROMOTIONAL ACTIVITIES	1250	800.00	64	13750	9090.08	66	4295.00	15000	1614.92	89
48 **	PROMOTIONAL ACTIVITIES	1250	800.00	64	13750	9090.08	66	4295.00	15000	1614.92	89
49-00	OTHER CHARGES & OBLIG.	2173	1717.26	79	27619	24961.31	90	195.05-	29824	5057.74	83
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	2871-	5174.63-	180	108051	81749.47-	76-	.00	105183	186932.47	78-
49-08	CASH OVER & UNDER	17479	24.11-	0	52637	69706.03	132	.00	70117	410.97	99
49-09	DOCUMENT RECORDING CHGS	250	200.03-	80-	2750	703.73-	26-	.00	3000	3703.73	24-

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-15	OBSOLETE INVENTORY	284	.00	0	568	851.24	150	.00	852	.76	100
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	17315	3681.51-	21-	191625	13065.38	7	195.05-	208976	196105.67	6
52-00	OPERATING SUPPLIES	291711	119285.83	41	3213627	2421723.20	75	716429.01	3505366	367213.79	90
52-07	JANITORIAL SUPPLIES	852	720.12	85	9372	8564.34	91	.00	10240	1675.66	84
52-30	FUEL OIL & LUBRICANTS	27348	17790.20	65	377828	179647.91	48	66030.73	405219	159540.36	61
52-33	EMPLOYEE HEALTH CENTER	2947	.00	0	32417	31791.34	98	3576.66	35368	.00	100
52 **	OPERATING SUPPLIES	322858	137796.15	43	3633244	2641726.79	73	786036.40	3956193	528429.81	87
53-00	ROAD MATERIALS/SUPPLIES	4582	.00	0	50402	16082.64	32	25427.76	55000	13489.60	76
53 **	ROAD MATERIALS/SUPPLIES	4582	.00	0	50402	16082.64	32	25427.76	55000	13489.60	76
54-00	MEMBERSHIP/PUBLICATIONS	3137	39.99	1	34107	29731.92	87	.00	37252	7520.08	80
54 **	MEMBERSHIP/PUBLICATIONS	3137	39.99	1	34107	29731.92	87	.00	37252	7520.08	80
55-00	TRAINING	5812	.00	0	69706	17531.76	25	7614.00	75561	50415.24	33
55-01	EDA PROGRAM	0	.00	0	0	.00	0	.00	0	.00	0
55 **	TRAINING	5812	.00	0	69706	17531.76	25	7614.00	75561	50415.24	33
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	6787-	.00	0	6783	.00	0	.00	0	.00	0
62 **	BUILDINGS	6787-	.00	0	6783	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	2552845	1001134.15	39	31298820	9996849.17	32	15338675.03	33851700	8516175.80	75
63 **	INFRASTRUCTURE	2552845	1001134.15	39	31298820	9996849.17	32	15338675.03	33851700	8516175.80	75
64-00	MACHINERY & EQUIPMENT	154600	70250.00	45	2345477	1770121.62	76	472117.95	2500125	257885.43	90
64-15	IT HARDWARE	10946	18497.00	169	122892	71562.72	58	55148.00	133856	7145.28	95

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
64 **	MACHINERY & EQUIPMENT	165546	88747.00	54	2468369	1841684.34	75	527265.95	2633981	265030.71	90
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	7073	.00	0	72908	30000.00	41	.00	80000	50000.00	38
68 **	INTANGIBLE ASSETS	7073	.00	0	72908	30000.00	41	.00	80000	50000.00	38
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
82-00	AID TO PRIVATE ORGANIZAT	200	.00	0	800	.00	0	.00	1000	1000.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	200	.00	0	800	.00	0	.00	1000	1000.00	0
91-01	TRANSFER TO GEN FUND 001	470319	441667.00	94	5107079	4858337.00	95	.00	5577400	719063.00	87
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	749658	.00	0	8246238	4522603.00	55	.00	8995897	4473294.00	50
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	67544	.00	0	337720	.00	0	.00	405266	405266.00	0
91 **	INTERFUND TRANSFER	1287521	441667.00	34	13691037	9380940.00	69	.00	14978563	5597623.00	63
95-01	6% ILO FRANCHISE FEE	115670	115670.00	100	1272370	1272370.00	100	.00	1388042	115672.00	92
95 **	NONOPERATING	115670	115670.00	100	1272370	1272370.00	100	.00	1388042	115672.00	92
FUND 421	TOTAL ********* WATER/SEWER ENTERPRISE	7405775	3634334.76	49	80571529	47368402.84	59	20859950.11	87978293	19749940.05	78
GRAND	TOTAL *********	7405775	3634334.76	49	80571529	47368402.84	59	20859950.11	87978293	19749940.05	78

FY 2016 Budget by Classification Report - Summary Listing

Through 8/31/2016

Target for August is 92%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 1,317,995		$ 1,267,062.58	$ 50,932.42	96%
MISCELLANEOUS	$ 52,000		$ 9,675.31	$ 42,324.69	19%
OTHER SOURCES (NON-REVENUE)	$ 1,427,440		$ -	$ 1,427,440.00	0%
REVENUE TOTALS	**$ 2,797,435**	**$ -**	**$ 1,276,737.89**	**$ 1,520,697.11**	**46%**
EXPENSE					
SALARIES AND BENEFITS	$ 560,256	$ -	$ 459,062.68	$ 101,193.32	82%
OPERATING EXPENDITURES	$ 511,285	$ 192,838.36	$ 147,644.23	$ 170,802.41	67%
CAPITAL OUTLAY	$ 1,707,144	$ 61,623.28	$ 605,225.83	$ 1,040,294.89	39%
OTHER SOURCES (NON-REVENUE)	$ 18,750	$ -	$ -	$ 18,750.00	0%
EXPENSE TOTALS	**$ 2,797,435**	**$ 254,461.64**	**$ 1,211,932.74**	**$ 1,331,040.62**	**52%**
REVENUE TOTALS	**$ 2,797,435**	**$ -**	**$ 1,276,737.89**	**$ 1,520,697.11**	**46%**
EXPENSE TOTALS	**$ 2,797,435**	**$ 254,461.64**	**$ 1,211,932.74**	**$ 1,331,040.62**	**52%**
	$ -	**$ (254,461.64)**	**$ 64,805.15**		

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	4,166	.00		45,826	.00		50,000	50,000.00
337 **	GRANTS FROM LOCAL UNITS	4,166	.00		45,826	.00		50,000	50,000.00
330 ***	INTERGOVERNMENTAL REVENUE	4,166	.00		45,826	.00		50,000	50,000.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 05	NSF CHECKS	0	.00		0	.00		0	.00
91 00	STORMWATER FEES	109,832	115,145.53	105	1,208,152	1,267,062.58	105	1,317,995	50,932.42
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	109,832	115,145.53	105	1,208,152	1,267,062.58	105	1,317,995	50,932.42
343 **	PHYSICAL ENVIRONMENT	109,832	115,145.53	105	1,208,152	1,267,062.58	105	1,317,995	50,932.42
340 ***	CHARGES FOR SERVICES	109,832	115,145.53	105	1,208,152	1,267,062.58	105	1,317,995	50,932.42
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	166	126.04	76	1,826	3,100.10	170	2,000	1,100.10-
10 10	SBA	0	.00		0	.00		0	.00
10 *	INTEREST	166	126.04	76	1,826	3,100.10	170	2,000	1,100.10-
20 00	DIVIDENDS	0	.00		0	15.61		0	15.61-
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	59.60		0	59.60-
361 **	INTEREST AND OTHR EARNING	166	126.04	76	1,826	3,175.31	174	2,000	1,175.31-
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	6,500.00		0	6,500.00-
364 **	DISPOSITION FIXED ASSETS	0	.00		0	6,500.00		0	6,500.00-
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	.00		0	.00		0	.00

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								
369		OTHER MISC REVENUES								
369	**	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360	***	MISCELLANEOUS REVENUES	166	126.04	76	1,826	9,675.31	530	2,000	7,675.31-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91	21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
90	00	OTHER NONOPERATING SOURCE	0	.00		0	.00		0	.00
99	10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99	50	FUND BAL-APPROP. RESERVES	118,953	.00		1,308,483	.00		1,427,440	1,427,440.00
99	*	BALANCE FORWARD	118,953	.00		1,308,483	.00		1,427,440	1,427,440.00
389	**	NON OPERATING SOURCES	118,953	.00		1,308,483	.00		1,427,440	1,427,440.00
380	***	OTHER SOURCES(NON-REV)	118,953	.00		1,308,483	.00		1,427,440	1,427,440.00
FUND TOTAL		STORMWATER UTILITY	233,117	115,271.57	49	2,564,287	1,276,737.89	50	2,797,435	1,520,697.11

REPORT SELECTIONS

Fiscal year . . . . . : 2016
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	23697	25350.23	107	261207	270605.92	104	.00	284902	14296.08	95
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	135	.00	0	945	1081.74	115	.00	1082	.26	100
12 **	REGULAR SALARIES & WAGES	23832	25350.23	106	262152	271687.66	104	.00	285984	14296.34	95
13-00	OTHER SALARIES & WAGES	7900	3011.20	38	88400	32219.85	36	.00	96309	64089.15	34
13 **	OTHER SALARIES & WAGES	7900	3011.20	38	88400	32219.85	36	.00	96309	64089.15	34
14-00	OVERTIME	191	132.20	69	601	766.49	128	.00	800	33.51	96
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	191	132.20	69	601	766.49	128	.00	800	33.51	96
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	41	.00	0	451	165.00	37	.00	495	330.00	33
20 **	CLOTHING/SHOE ALLOWANCE	41	.00	0	451	165.00	37	.00	495	330.00	33
21-00	FICA TAXES	2494	2028.57	81	27434	21846.92	80	.00	29939	8092.08	73
21 **	FICA TAXES	2494	2028.57	81	27434	21846.92	80	.00	29939	8092.08	73
22-00	RETIREMENT CONTRIBUTIONS	2882	2470.95	86	31702	26189.33	83	.00	34584	8394.67	76
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	2882	2470.95	86	31702	26189.33	83	.00	34584	8394.67	76
23-00	LIFE/HEALTH INSURANCE	5590	6873.92	123	61490	66928.75	109	.00	67089	160.25	100
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	5590	6873.92	123	61490	66928.75	109	.00	67089	160.25	100
24-00	WORKER'S COMPENSATION	3074	2875.82	94	33814	33178.68	98	.00	36896	3717.32	90
24 **	WORKER'S COMPENSATION	3074	2875.82	94	33814	33178.68	98	.00	36896	3717.32	90

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	680	680.00	100	7480	6080.00	81	.00	8160	2080.00	75
27 **	CAFETERIA PLAN	680	680.00	100	7480	6080.00	81	.00	8160	2080.00	75
31-00	PROFESSIONAL SERVICES	1843	6641.00-	360-	113923	8820.50	8	99507.50	115772	7444.00	94
31-01	LEGAL EXPENSES	83	.00	0	913	.00	0	.00	1000	1000.00	0
31-33	EMPLOYEE HEALTH CENTER	488	.00	0	5368	3208.50	60	2650.50	5859	.00	100
31 **	PROFESSIONAL SERVICES	2414	6641.00-	275-	120204	12029.00	10	102158.00	122631	8444.00	93
34-00	CONTRACT SERVICES	416	.00	0	4576	1934.98	42	.00	5000	3065.02	39
34-10	COST OF GENERAL FUND SVCS	4759	4759.00	100	52349	52349.00	100	.00	57111	4762.00	92
34 **	CONTRACT SERVICES	5175	4759.00	92	56925	54283.98	95	.00	62111	7827.02	87
39-00	CONTINGENCY	5041	.00	0	81451	.00	0	.00	86500	86500.00	0
39 **	CONTINGENCY	5041	.00	0	81451	.00	0	.00	86500	86500.00	0
40-00	TRAVEL & PER DIEM	183	.00	0	2013	787.68	39	.00	2200	1412.32	36
40 **	TRAVEL & PER DIEM	183	.00	0	2013	787.68	39	.00	2200	1412.32	36
41-00	COMMUNICATION	180	.00	0	1980	609.26	31	890.74	2160	660.00	69
41 **	COMMUNICATION	180	.00	0	1980	609.26	31	890.74	2160	660.00	69
42-00	POSTAGE & FREIGHT	125	7.15	6	1375	742.46	54	440.00	1500	317.54	79
42 **	POSTAGE & FREIGHT	125	7.15	6	1375	742.46	54	440.00	1500	317.54	79
43-00	ELECTRIC/WATER/SEWER	1500	929.15	62	16500	9732.08	59	6933.23	18000	1334.69	93
43 **	ELECTRIC/WATER/SEWER	1500	929.15	62	16500	9732.08	59	6933.23	18000	1334.69	93
44-00	RENTALS AND LEASES	357	75.55	21	5279	906.60	17	3465.00	5635	1263.40	78
44 **	RENTALS AND LEASES	357	75.55	21	5279	906.60	17	3465.00	5635	1263.40	78
45-00	INSURANCE	599	.00	0	6589	7132.78	108	.00	7191	58.22	99
45 **	INSURANCE	599	.00	0	6589	7132.78	108	.00	7191	58.22	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
46-00	REPAIRS & MAINTENANCE	1166	2128.27	183	37826	24108.33	64	1410.32	39000	13481.35	65
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	40428	5.30	0	60538	20458.39	34	76531.00	100969	3979.61	96
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	41594	2133.57	5	98364	44566.72	45	77941.32	139969	17460.96	88
47-00	PRINTING & BINDING	169	.00	0	507	675.00	133	.00	675	.00	100
47 **	PRINTING & BINDING	169	.00	0	507	675.00	133	.00	675	.00	100
49-00	OTHER CHARGES & OBLIG.	597	.00	0	6567	732.40	11	.00	7175	6442.60	10
49-07	BAD DEBT EXPENSE	833	205.71-	25-	9163	11273.39-	123-	.00	10000	21273.39	113-
49 **	OTHER CHARGES & OBLIG.	1430	205.71-	14-	15730	10540.99-	67-	.00	17175	27715.99	61-
52-00	OPERATING SUPPLIES	1195	324.85	27	13145	7329.09	56	876.33	14350	6144.58	57
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	2172	1368.63	63	23892	14912.27	62	.00	26065	11152.73	57
52-33	EMPLOYEE HEALTH CENTER	110	.00	0	1210	1189.26	98	133.74	1323	.00	100
52 **	OPERATING SUPPLIES	3477	1693.48	49	38247	23430.62	61	1010.07	41738	17297.31	59
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	66	.00	0	726	522.59	72	.00	800	277.41	65
54 **	MEMBERSHIP/PUBLICATIONS	66	.00	0	726	522.59	72	.00	800	277.41	65
55-00	TRAINING	250	.00	0	2750	2766.45	101	.00	3000	233.55	92
55 **	TRAINING	250	.00	0	2750	2766.45	101	.00	3000	233.55	92
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	15750	.00	0	67250	31136.89	46	.00	83000	51863.11	38
61 **	LAND	15750	.00	0	67250	31136.89	46	.00	83000	51863.11	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
63-00	INFRASTRUCTURE	90731	8380.50	9	1343561	384440.94	29	61623.28	1434294	988229.78	31
63 **	INFRASTRUCTURE	90731	8380.50	9	1343561	384440.94	29	61623.28	1434294	988229.78	31
64-00	MACHINERY & EQUIPMENT	15820	.00	0	174020	189648.00	109	.00	189850	202.00	100
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	15820	.00	0	174020	189648.00	109	.00	189850	202.00	100
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	1562	.00	0	17182	.00	0	.00	18750	18750.00	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	1562	.00	0	17182	.00	0	.00	18750	18750.00	0
FUND 423	TOTAL ********* STORMWATER UTILITY	233107	54554.58	23	2564177	1211932.74	47	254461.64	2797435	1331040.62	52
GRAND	TOTAL *********	233107	54554.58	23	2564177	1211932.74	47	254461.64	2797435	1331040.62	52

Legislation Details (With Text)

File #:	16-423	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/13/2016			**In control:**	City Council
On agenda:	9/27/2016			**Final action:**	
Title:	FY 2016 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	August 2016 EXPENSE Budget Tracking Worksheet.pdf August 2016 REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 13, 2016
Agenda Date: September 27, 2016
Prepared By: Anthony Hagan / Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
FY 2016 Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2016 thru August 31, 2016.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Information Item Only

FY 2016 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 8/31/2016

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1000 - CITY COUNCIL					
04/18/16	001-1000-511.40-00	(200)	SHORTFALL IN MEMBERSHIPS AND PUBLICATIONS		2683
	001-1000-511.54-00	200			
05/26/16	001-1000-511.23-00	925	COVER INCREASE IN HLTH INS COST FOR CITY COUNCIL		3275
2	Budget Amendments/Transfers		Division 1000 Total	$925	
1100 - CITY MANAGER'S OFFICE					
11/24/15	001-1100-512.12-00	(7,200)	FROM REG SALARIES & WAGES TO EXECUTIVE /SPECIAL PAY		601
	001-1100-512.15-00	7,200			
04/21/16	001-1100-512.49-00	(827)	ADOBE CREATIVE CLOUD SOFTWARE SUB MEMBER		2750
	001-1100-512.54-00	827			
05/13/16	001-1100-512.23-00	2,750	COVER PAYROLL COSTS FOR THE REMAINDER OF FY 16		3088
	001-1100-512.12-00	8,500			
	001-1100-512.22-00	12,500			
06/01/16	001-1100-512.23-00	2,750	COVER PAYROLL REMAINDER FY16 - MID YEAR ANALYSIS		3338
	001-1100-512.12-00	8,500			
	001-1100-512.22-00	12,500			
08/17/16	001-1100-512.22-00	(12,500)	REVERSE A DUPLICATE ENTRY GROUPS 3088 and 3338		4377
	001-1100-512.12-00	(8,500)			
	001-1100-512.23-00	(2,750)			
5	Budget Amendments/Transfers		Division 1100 Total	$23,750	
1103 - INFORMATION TECHNOLOGY					
10/20/15	001-1103-516.27-00	(2,400)	FROM CAFETERIA PLAN TO CAFETERIA PLAN		602
	001-1103-516.21-00	(3,534)	FROM FICA TAXES TO FICA TAXES		602
	001-1103-516.23-00	(7,591)	FROM LIFE/HEALTH INSURANC TO LIFE/HEALTH INSURANCE		602
	001-1103-516.12-00	(43,784)	FROM REG SALARIES & WAGES TO REG SALARIES & WAGES		602
	001-1103-516.22-00	(3,179)	FROM RETIREMENT CONTRIBUT TO RETIREMENT CONTRIBUTIO		602
	001-1103-516.24-00	(116)	FROM WORKER'S COMP TO WORKER'S COMP		602
01/22/16	001-1103-516.52-00	(5,000)	FROM OPERATING SUPPLIES TO COMMUNICATION SERVICES		1417
	001-1103-516.41-00	5,000			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
02/26/16	001-1103-516.52-00	(10,000)	FROM OPERATING SUPPLIES TO MACHINERY AND EQUIPMEN	1919
	001-1103-516.64-00	10,000		
	001-1103-516.52-00	(5,005)	FROM OPERATING SUPPLIES TO PROFESSIONAL SVCS	1919
	001-1103-516.31-00	5,005		
03/07/16	001-1103-516.52-00	(7,600)	BUDGET TXFR OPER SUPPLIE TO TRAINING	2034
	001-1103-516.55-00	7,600		
03/17/16	001-1103-516.52-00	(9,000)	TXFR FRM OPERATING SUPPLI TO PROFESSIONAL SERVICES	2166
	001-1103-516.31-00	9,000		
03/30/16	001-1103-516.52-00	(6,000)	TXFR FRM OPERATING SUPPLI TO COMMUNICATION SERVICES	2381
	001-1103-516.41-00	6,000		
04/12/16	001-1103-516.52-00	(2,000)	FINAL BILL AT&T MIS	2571
	001-1103-516.41-00	2,000		
04/14/16	001-1103-516.68-10	(11,600)	SOCIAL MEDIA AND TEXT MSG ARCHIVE COST RECLASS	2628
	001-1103-516.52-00	11,600		
05/04/16	001-1103-516.52-00	2,074	CITY WIDE VHF/UHF RADIO FCC REBAND REQUIREMENT	2934
05/13/16	001-1103-516.12-00	(21,000)	COVER PAYROLL COSTS FOR THE REMAINDER OF FY 16	3088
	001-1103-516.23-00	(2,750)		
06/01/16	001-1103-516.12-00	(21,000)	COVER PAYROLL REMAINDER FY16 - MID YEAR ANALYSIS	3338
	001-1103-516.23-00	(2,750)		
06/06/16	001-1103-516.46-00	(2,000)	COVER ANALOG PHONE LINES FOR ADDTNL MONTH	3396
	001-1103-516.41-00	2,000		
07/18/16	001-1103-516.46-00	(1,500)	MOVE FROM 4600 TO 4100 TO COVER PAST DUE SUNCOM INV	3906
	001-1103-516.41-00	1,500		
	001-1103-516.12-00	(500)	TXFR FNDS FROM SALARY TO OVERTIME - ROBERT STEELE	3906
	001-1103-516.14-00	500		
07/26/16	001-1103-516.46-00	(6,500)	TRANSFER FUNDS TO COVER APPLICATION FEES	4106
	001-1103-516.63-00	6,500		
08/08/16	001-1103-516.23-00	(5,157)	COVER ACCRUAL PAYOUTS FOR FORMER EMPLOYEE	4230
	001-1103-516.12-12	5,157		
	001-1103-516.46-00	(20,000)	COVER PROFESSIONAL SVCS DUE TO IT EMPLOYEE VACANC	4230
	001-1103-516.31-00	20,000		
08/17/16	001-1103-516.23-00	2,750	REVERSE A DUPLICATE ENTRY GROUPS 3088 and 3338	4377
	001-1103-516.12-00	21,000		
08/18/16	001-1103-516.46-00	(500)	TXFR TO COVER WINDSTREAM COSTS FOR 2 MONTHS	4400
	001-1103-516.41-00	500		
08/22/16	001-1103-516.46-00	(1,500)	COVER PERMITTING FEES FOR IT16FR - FIBER RING PROJE	4455
	001-1103-516.63-00	1,500		
26	Budget Amendments/Transfers		Division 1103 Total ($82,280)	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1500 - FINANCE GENERAL ACCOUNTNG					
11/25/15	001-1500-513.12-00	(26,030)	FROM REG SALARIES & WAGES TO ACCRUAL PAYOUTS		623
	001-1500-513.12-12	26,030			
01/29/16	001-1500-513.52-00	(500)	FROM OPERATING SUPPLIES TO TRAINING		1603
	001-1500-513.55-00	2,000			
02/19/16	001-1500-513.12-00	(831)	BUD TXFR S&W-ACCR PAYOUT		1806
	001-1500-513.12-12	831			
3	Budget Amendments/Transfers		Division 1500 Total	$1,500	
1505 - PURCHASING					
02/19/16	001-1505-513.12-00	(14,088)	BUD TXFR S&W-ACCR PAYOUT		1806
	001-1505-513.12-12	14,088			
1	Budget Amendments/Transfers		Division 1505 Total	$0	
1510 - FINANCE UTILITY ACCOUNTNG					
01/22/16	001-1510-536.52-00	(40)	FROM OPERATING SUPPLIES TO PRINTING & BINDING		1417
	001-1510-536.47-00	40			
01/29/16	001-1510-536.52-00	(1,500)	FROM OPERATING SUPPLIES TO TRAINING		1603
03/24/16	001-1510-536.34-00	93,000	TXFR FRM OTHER SOURCES NR TO CONTRACT SERVICES		2328
07/05/16	001-1510-536.42-00	(3,000)	COVER UNPLANNED PURCHASES DURING CUST SVC REORG		3747
	001-1510-536.52-00	3,000			
4	Budget Amendments/Transfers		Division 1510 Total	$91,500	
1600 - GENERAL OPERATIONS					
11/10/15	001-1600-513.49-00	(20,000)	TXFR FRM OTHER CHRGS & OB TO UNEMPLOYMENT COMP		440
	001-1600-513.25-00	20,000			
01/22/16	001-1600-513.39-00	(5,000)	FROM CONTINGENCY TO ACCOUNTING & AUDITING		1420
	001-1600-513.32-00	3,500			
	001-1600-513.31-01	1,500	FROM CONTINGENCY TO LEGAL EXPENSES		1420
	001-1600-513.61-00	815,000	LAND		1419
03/24/16	001-1600-513.39-00	(15,269)	TXFR FRM CONTINGENCY TO AIDS TO OTHER GOVT AGE		2327
	001-1600-513.81-00	15,269			
04/18/16	001-1600-513.39-00	(15,438)	ACCRUAL PAYOUT SILVERMAN, MOHESKY, LEWIS, PIPER		2661
	001-1600-581.91-53	405,266	ESTABLISH RESERVES SELF FUNDED MED INSURANCE		2679
	001-1600-513.83-01	(25,000)	INTERLOCAL AGREEMENT PROJ DIAMOND SQUARE CRA		2667
	001-1600-581.91-11	25,000			
05/04/16	001-1600-513.52-00	(1,050)	ADDITIONAL POSTAGE FOR TAX NOTICES		2937
	001-1600-513.42-00	1,050			
	001-1600-513.83-01	(15,389)	CITY WIDE VHF/UHF RADIO FCC REBAND REQUIREMENT		2934
	001-1600-513.83-01	(5,940)			2936

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/04/16	001-1600-513.39-00	(24,700)	FUNDS TRANSFER FOR HR COORDINATOR POSITION		2939
05/13/16	001-1600-513.13-00	(20,000)	MOVE SUMMER YOUTH PROG FUNDS TO CORRECT ACCTS		3093
	001-1600-513.34-00	20,000			
05/26/16	001-1600-513.23-00	(925)	COVER INCREASE IN HLTH INS COST FOR CITY COUNCIL		3275
	001-1600-513.61-00	265,000	PURCHASE PROPERT AT CRNR OF FLORIDA, FORREST, & KI		3274
07/01/16	001-1600-513.25-00	(3,830)	AS-PD/FD MEDICAL SUPPLIES		3712
	001-1600-513.31-02	3,830			
07/14/16	001-1600-513.61-00	(265,000)	KEYS/MCCARTHY BLDNG PURCH CHANGED FROM LAND		3861
	001-1600-513.62-00	265,000			
07/18/16	001-1600-513.49-00	(860)	RECYCLE OBSOLETE DECALS FROM CITY INVENTORY		3906
	001-1600-513.49-15	860			
08/23/16	001-1600-513.39-00	(27,000)	ACCRUAL PAYOUT / 2 RETIRE & SPECIAL PAY, HLTH, OVRT		4613
	001-1600-513.39-00	(47,925)	COVER COST OF 125 ADDED BILLABLE HYDRANTS FY16		4612
20	Budget Amendments/Transfers		Division 1600 Total	$1,347,949	
1601 - EMERGENCY/DISASTER SVS					
05/04/16	001-1601-525.52-00	1,030	CITY WIDE VHF/UHF RADIO FCC REBAND REQUIREMENT		2934
1	Budget Amendments/Transfers		Division 1601 Total	$1,030	
1801 - HUMAN RESOURCES					
10/22/15	001-1801-513.47-00	877	BADGE PRINTING		216
05/04/16	001-1801-513.24-00	45	FUNDS TRANSFER FOR HR COORDINATOR POSITION		2939
	001-1801-513.27-00	950			
	001-1801-513.22-00	1,228			
	001-1801-513.21-00	1,294			
	001-1801-513.23-00	4,269			
	001-1801-513.12-00	16,914			
08/08/16	001-1801-513.12-00	(1,134)	COVER ACCRUAL PAYOUTS FOR FORMER EMPLOYEE		4230
	001-1801-513.12-12	1,134			
08/26/16	001-1801-513.47-00	2,177	ADDTNL BADGE PRINTING FOR NEW HIRES AND SERVICE AWD		4529
4	Budget Amendments/Transfers		Division 1801 Total	$27,754	
1805 - CITY CLERK					
10/22/15	001-1805-513.52-00	(877)	BADGE PRINTING		216
08/26/16	001-1805-513.49-00	(2,177)	ADDTNL BADGE PRINTING FOR NEW HIRES AND SERVICE AWD		4529
	001-1805-513.34-00	(600)	COVER JULY POSTING AND ADDTNL PURCHASES FY16		4529
	001-1805-513.42-00	600			
3	Budget Amendments/Transfers		Division 1805 Total	($3,054)	
2100 - POLICE ADMIN/OPERATIONS					
10/15/15	001-2100-521.46-00	(1,336)	TXFR FRM LAW ENFR/REPAIR TO LAW ENFR/REPAIR		150

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
10/29/15	001-2100-521.41-00	(1,824)	TXFR FRM LAW ENFC / COMM TO LAW ENFC / OPERATING	290
	001-2100-521.52-00	1,824		
11/04/15	001-2100-521.52-00	5,182	TXFR FRM LAW ENF / CAPITL TO LAW ENF / OPERATING	364
	001-2100-521.41-00	(1,168)	TXFR FRM LAW ENF / COMM TO LAW ENF / OPERATING	364
	001-2100-521.52-00	(1,305)	TXFR FRM LAW ENF / OPERAT TO LAW ENF / OPERATING	364
	001-2100-521.46-00	(1,135)	TXFR FRM LAW ENF / REPAIR TO LAW ENF / OPERATING	364
11/25/15	001-2100-521.12-00	(15,000)	FROM REG SALARIES & WAGES TO WAGES/SALARIES/CONTRAC	671
	001-2100-521.12-06	15,000		
12/14/15	001-2100-521.64-00	(15,120)	FROM LAW ENF / MACH & EQU TO LAW ENF / RENT & LEASE	879
	001-2100-521.44-00	15,120		
12/23/15	001-2100-521.41-00	(1,000)	CHANGE ORDER TO PO 66815	1017
	001-2100-521.52-00	500		
	001-2100-521.54-00	500		
01/14/16	001-2100-521.64-00	(811)	FROM LAW ENFC / MACH & EQ TO LAW ENFC / OPERATING	1316
	001-2100-521.52-00	811		
	001-2100-521.64-15	(22,980)	FROM MACH & EQ / IT HARDW TO MACH & EQ / JAG GRANT	1316
	001-2100-521.64-01	22,980		
02/19/16	001-2100-521.64-01	(2,106)	LAW R&M TABLETS-JAG GRANT	1811
	001-2100-521.46-00	2,106		
04/01/16	001-2100-521.64-00	(3,000)	TXFR FRM LAW ENF / MACHIN TO LAW ENF / OTHER CHRGS	2438
	001-2100-521.49-00	3,000		
05/04/16	001-2100-521.52-00	3,009	CITY WIDE VHF/UHF RADIO FCC REBAND REQUIREMENT	2934
05/26/16	001-2100-521.12-00	(140,596)	COVER PAYROLL COSTS BASED ON MID-YEAR ANLYSIS	3276
	001-2100-521.24-00	(8,271)		
	001-2100-521.27-00	2,670		
	001-2100-521.22-00	5,601		
	001-2100-521.15-00	22,870		
	001-2100-521.12-12	140,596		
08/01/16	001-2100-521.12-06	6,439	ADD FUNDS TO COVER LAST 15 PAY PERIODS OF FY 16	4105
08/08/16	001-2100-521.12-00	(23,861)	COVER ACCRUAL PAYOUT FOR DROP & OVERTIME FOR PD	4233
	001-2100-521.12-12	23,861		
	001-2100-521.14-00	25,000		
08/29/16	001-2100-521.34-00	2,500	PD TRANSFER TO COVER CLEANING OF BUILDING	4547
18	Budget Amendments/Transfers		Division 2100 Total	$60,056
2101 - POLICE COMMUNICATIONS				
10/15/15	001-2101-521.46-00	1,336	TXFR FRM LAW ENFR/REPAIR TO LAW ENFR/REPAIR	150
11/04/15	001-2101-521.64-00	(1,574)	TXFR FRM LAW ENF / CAPITL TO LAW ENF / OPERATING	364

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
02/19/16	001-2101-521.12-00	(1,090)	BUD TXFR S&W-ACCR PAYOUT		1806
	001-2101-521.12-12	1,090			
05/26/16	001-2101-521.12-00	(23,862)	COVER PAYROLL COSTS BASED ON MID-YEAR ANLYSIS		3276
	001-2101-521.12-12	992			
08/01/16	001-2101-521.12-00	(6,439)	ADD FUNDS TO COVER LAST 15 PAY PERIODS OF FY 16		4105
08/08/16	001-2101-521.12-00	(36,404)	COVER ACCRUAL PAYOUT FOR DROP & OVERTIME FOR PD		4233
	001-2101-521.12-12	1,404			
	001-2101-521.14-00	10,000			
08/29/16	001-2101-521.34-00	(2,500)	PD TRANSFER TO COVER CLEANING OF BUILDING		4547
7	Budget Amendments/Transfers			Division 2101 Total ($57,047)	
2200 - FIRE ADMINISTRATION					
01/14/16	001-2200-522.52-00	(150)	FROM OPERATING SUPPLIES TO POSTAGE & FREIGHT		1316
	001-2200-522.42-00	150			
03/30/16	001-2200-522.20-00	(200)	TXFR FRM CLOTHING / SHOE ALLOWANCE		2387
	001-2200-522.21-00	(8,570)	TXFR FRM FICA TAXES		2387
	001-2200-522.23-00	(29,444)	TXFR FRM LIFE / HEALTH INSURANCE		2387
	001-2200-522.12-00	(112,028)	TXFR FRM REGULAR SALARIES & WAGES		2387
	001-2200-522.22-01	(65,427)	TXFR FRM RETIREMENT CONTRIBUTIONS		2387
	001-2200-522.24-00	(5,948)	TXFR FRM WORKER'S COMPENSATION		2387
05/06/16	001-2200-522.24-00	5,948	BUDGET WAS INADVERTENTLY MOVED IN ERROR		2981
06/28/16	001-2200-522.46-03	(2,300)	UNEXPECTED EXPENDITURES WITH ADDTL QTR PMI REMAIN		3661
07/12/16	001-2200-522.45-00	130	PURCHASE OF NEW VEHICLES INSURANCE COST INCREASED		3817
08/08/16	001-2200-522.40-00	(1,000)	COVER EXPECTED DEFICITS IN ACCOUNTS		4231
	001-2200-522.46-03	(1,000)			
08/23/16	001-2200-522.15-00	1,590	ACCRUAL PAYOUT / 2 RETIRE & SPECIAL PAY, HLTH, OVRT		4613
	001-2200-522.24-00	4,177			
	001-2200-522.23-00	5,237			
12	Budget Amendments/Transfers			Division 2200 Total ($208,835)	
2201 - FIRE OPERATIONS					
01/22/16	001-2201-522.64-00	14,200	MACHINERY AND EQUIPMENT		1418
02/26/16	001-2201-522.14-00	(15,000)	FROM OVERTIME TO CONTRACT SERVICES		1919
	001-2201-522.34-00	15,000			
03/30/16	001-2201-522.52-30	(1,157)	TXFR FRM FUEL, OIL, & LUB TO INSURANCE		2381
	001-2201-522.45-00	1,157			
	001-2201-522.20-00	200	TXFR TO CLOTHING / SHOE ALLOWANCE		2387
	001-2201-522.21-00	8,570	TXFR TO FICA TAXES		2387
	001-2201-522.23-00	29,444	TXFR TO LIFE / HEALTH INSURANCE		2387

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/30/16	001-2201-522.12-00	112,028	TXFR TO REGULAR SALARIES & WAGES		2387
	001-2201-522.22-01	65,427	TXFR TO RETIREMENT CONTRIBUTIONS		2387
	001-2201-522.24-00	5,948	TXFR TO WORKER'S COMPENSATION		2387
04/18/16	001-2201-522.14-00	(137,234)	ACCRUAL PAYOUT SILVERMAN, MOHESKY, LEWIS, PIPER		2661
	001-2201-522.24-00	4,782			
	001-2201-522.21-00	7,491			
	001-2201-522.22-01	42,324			
	001-2201-522.12-12	98,075			
	001-2201-522.52-00	(4)	PATIENT CARE REPORTS COVER PO		2687
	001-2201-522.47-00	4			
05/06/16	001-2201-522.24-00	(5,948)	BUDGET WAS INADVERTENTLY MOVED IN ERROR		2981
06/01/16	001-2201-522.64-00	(8,000)	CAP 5 STD EMS MACHINE & 2 SOFTWARE SVC PACKS		3346
	001-2201-522.52-00	8,000			
06/28/16	001-2201-522.46-03	2,300	UNEXPECTED EXPENDITURES WITH ADDTL QTR PMI REMAIN		3661
07/12/16	001-2201-522.55-00	(2,067)	PURCHASE OF NEW VEHICLES INSURANCE COST INCREASED		3817
	001-2201-522.45-00	1,937			
08/01/16	001-2201-522.42-00	(10)	COVER DEFICIT IN ACCOUNT		4105
	001-2201-522.54-00	10			
08/08/16	001-2201-522.46-00	(5,000)	COVER EXPECTED DEFICITS IN ACCOUNTS		4231
	001-2201-522.55-00	(3,000)			
	001-2201-522.52-02	(1,000)			
	001-2201-522.46-03	1,000			
	001-2201-522.43-00	5,000			
	001-2201-522.52-05	5,000			
08/18/16	001-2201-522.64-00	(1,043)	ITEM PURCHASED IN WRONG ACCOUNT.		4398
	001-2201-522.46-00	1,043			
08/23/16	001-2201-522.13-00	(40,000)	ACCRUAL PAYOUT / 2 RETIRE & SPECIAL PAY, HLTH, OVRT		4613
	001-2201-522.12-00	(16,368)			
	001-2201-522.12-12	5,364			
	001-2201-522.14-00	67,000			
	001-2201-522.46-05	47,925	COVER COST OF 125 ADDED BILLABLE HYDRANTS FY16		4612
20	Budget Amendments/Transfers		Division 2201 Total	$313,398	
3200 - ADMINISTRATION					
10/20/15	001-3200-515.27-00	2,400	FROM CAFETERIA PLAN TO CAFETERIA PLAN		602
	001-3200-515.21-00	3,534	FROM FICA TAXES TO FICA TAXES		602
	001-3200-515.23-00	7,591	FROM LIFE/HEALTH INSURANC TO LIFE/HEALTH INSURANCE		602
	001-3200-515.12-00	43,784	FROM REG SALARIES & WAGES TO REG SALARIES & WAGES		602

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/20/15	001-3200-515.22-00	3,179	FROM RETIREMENT CONTRIBUT TO RETIREMENT CONTRIBUTIO		602
	001-3200-515.24-00	116	FROM WORKER'S COMP TO WORKER'S COMP		602
01/28/16	001-3200-515.31-00	(12,015)	FROM PROFESSIONAL SVCS TO PROFESSIONAL SVCS		1499
02/19/16	001-3200-515.12-12	1,790	BUD TXFR SAL-ACCR PAYOUT		1806
	001-3200-515.12-00	(1,825)	BUD TXFR SAL-ACCR PO, O/T		1806
	001-3200-515.14-00	35	BUD TXFR SALARY-OVERTIME		1806
04/18/16	001-3200-515.12-00	(1,045)	ACCRUAL PAYOUTS LOMBARDI & ZERVOS		2682
	001-3200-515.12-12	1,045			
05/04/16	001-3200-515.52-00	2,811	CITY WIDE VHF/UHF RADIO FCC REBAND REQUIREMENT		2934
	001-3200-515.61-00	118,000	PURCHASE OF 3 PARCEL ID # FROM HOUSING AUTHORITY		2938
06/06/16	001-3200-515.52-00	(92)	FLOODPLAIN MNGR ASS RENEW & BLDNG DVS REFERENCE BK		3394
	001-3200-515.54-00	92			
06/28/16	001-3200-515.31-00	(20,000)	FNDS TO UNIVERAL ENGINEER TO PERFORM BLDNG INSP SVC		3665
	001-3200-515.34-00	20,000			
	001-3200-515.52-00	(2,000)	FUNDS TO PAY LEGAL ADS FOR COMP PLAN AND ZONING		3660
	001-3200-515.49-00	2,000			
07/27/16	001-3200-515.41-00	(150)	NEGATIVE BALANCE IN COMM DEPUTY DIRECTOR PHONE		4064
08/01/16	001-3200-515.31-00	(2,000)	CODE ENF LIEN RECORDINGS FOR ABATEMENT / DEMO LIEN		4105
	001-3200-515.49-00	2,000			
08/26/16	001-3200-515.12-00	(8,549)	COVER SPECIAL EVENTS THROUGH END OF FY 16		4529
19	Budget Amendments/Transfers		Division 3200 Total	$160,701	
3205 - ECONOMIC DEVELOPMENT					
01/28/16	001-3205-559.31-00	12,015	FROM PROFESSIONAL SVCS TO PROFESSIONAL SVCS		1499
06/01/16	001-3205-559.12-00	(1,468)	COVER PAYROLL REMAINDER FY16 - MID YEAR ANALYSIS		3338
	001-3205-559.23-00	85			
	001-3205-559.12-12	1,383			
07/27/16	001-3205-559.41-00	150	NEGATIVE BALANCE IN COMM DEPUTY DIRECTOR PHONE		4064
3	Budget Amendments/Transfers		Division 3205 Total	$12,165	
3290 - LEISURE SERVICES					
12/02/15	001-3290-574.12-00	(14,240)	TO COVER NON-CITY SPECIAL EVENTS		682
	001-3290-574.64-00	(4,990)			
	001-3290-574.22-01	6,230			
	001-3290-574.15-00	13,000			
04/18/16	001-3290-574.12-00	(6)	ACCRUAL PAYOUTS LOMBARDI & ZERVOS		2682
	001-3290-574.14-00	6			
06/01/16	001-3290-574.12-00	(630)	COVER PAYROLL REMAINDER FY16 - MID YEAR ANALYSIS		3338
	001-3290-574.24-00	630			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
07/27/16	001-3290-574.48-00	(500)	JULY 4TH CLEANUP RIVERFRONT PARK		4064
	001-3290-574.55-00	(450)			
	001-3290-574.40-00	(400)			
	001-3290-574.49-00	(200)			
	001-3290-574.34-00	1,550			
08/26/16	001-3290-574.24-00	70	COVER SPECIAL EVENTS THROUGH END OF FY 16		4529
	001-3290-574.21-00	114			
	001-3290-574.22-01	1,850			
	001-3290-574.15-00	6,515			
5	Budget Amendments/Transfers			Division 3290 Total $8,549	
3500 - ADMINISTRATION					
10/29/15	001-3500-519.52-00	500	TXFR FRM OPERATING SUPPLI TO OPERATING SUPPLIES		290
	001-3500-519.44-00	500	TXFR FRM RENTALS AND LEAS TO RENTALS AND LEASES		290
05/04/16	001-3500-519.52-00	2,971	CITY WIDE VHF/UHF RADIO FCC REBAND REQUIREMENT		2934
08/08/16	001-3500-519.13-00	(20)	COVER COST OF OVERTIME FOR REMAINDER FY 16		4230
	001-3500-519.14-00	20			
08/26/16	001-3500-519.13-00	(4,100)	COVER SALARY THROUGH END OF FY 16		4529
	001-3500-519.12-00	4,100			
5	Budget Amendments/Transfers			Division 3500 Total $3,971	
3510 - PUBLIC WORKS MAINTENANCE					
10/29/15	001-3510-541.52-00	(500)	TXFR FRM OPERATING SUPPLI TO OPERATING SUPPLIES		290
	001-3510-541.44-00	(500)	TXFR FRM RENTALS AND LEAS TO RENTALS AND LEASES		290
12/14/15	001-3510-541.63-00	554,018	INFRASTRUCTURE		875
12/30/15	001-3510-541.46-00	(10,000)	FROM REPAIR AND MAINT TO OPERATING SUPPLIES		1099
	001-3510-541.52-00	10,000			
04/18/16	001-3510-541.53-00	(1,000)	ADD FUNDS TO COVER REMAINDER OF FY		2685
	001-3510-541.43-00	1,000			
05/04/16	001-3510-541.52-00	3,494	CITY WIDE VHF/UHF RADIO FCC REBAND REQUIREMENT		2934
	001-3510-541.63-00	56,403	RAIL CROSSING MAINTENANCE ROSA L AND PEACHTREE		2927
	001-3510-541.63-00	(50,000)			2930
	001-3510-541.63-00	50,000			
	001-3510-541.63-00	95,462			2932
07/12/16	001-3510-541.46-00	(1,400)	STREETS & GROUNDS DIVS SHARED COST OIL BURNER HE		3817
07/26/16	001-3510-541.63-00	200,000	ASPHALT TO REPAVE FISKE FROM HIGHLAND TO DIXON		4103
	001-3510-541.63-00	29,792	FL AVE PHASE 1 ACTIVITIES INCLUDE PRE-CONSTRUCTION		4102
	001-3510-541.63-00	200,000	RECYCLING TO REPAVE FISKE FROM HIGHLAND TO DIXON		4104
08/18/16	001-3510-541.63-00	(17,000)	FUNDS TO BEGIN SCTPO SIDEWALK GAP PROJECT		4399

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/18/16	001-3510-541.63-00	17,000	FUNDS TO BEGIN SCTPO SIDEWALK GAP PROJECT		4399
08/23/16	001-3510-541.63-00	122,350	FUNDING FOR FISKE BLVD RECONSTRUCTION PROJECT		4614
15	Budget Amendments/Transfers		Division 3510 Total	$1,259,119	
3520 - PARKS & BEAUTIFICATION					
11/25/15	001-3520-572.12-00	(225)	FROM REG SALARIES & WAGES TO ACCRUAL PAYOUTS		623
	001-3520-572.12-12	225			
04/01/16	001-3520-572.52-00	(600)	TXFR FRM OPERATING SUPPLI TO TRAVEL AND PER DIEM		2438
	001-3520-572.40-00	600			
05/04/16	001-3520-572.52-00	3,494	CITY WIDE VHF/UHF RADIO FCC REBAND REQUIREMENT		2936
06/28/16	001-3520-572.44-00	(800)	ADD MONEY FOR UNBUDGETED TREE TRIMMING SAFETY CLSS		3662
	001-3520-572.55-00	800			
07/12/16	001-3520-572.52-00	(1,425)	STREETS & GROUNDS DIVS SHARED COST OIL BURNER HE		3817
08/18/16	001-3520-572.44-00	(725)	REIMBURSE PERSONAL CELL PHONES FOR 3 PEOPLE		4400
	001-3520-572.41-00	600			
	001-3520-572.49-02	125	UNEXPECTED FLORIDA TODAY ADVERTISING COST FOR MOWI		4400
7	Budget Amendments/Transfers		Division 3520 Total	$2,069	
3540 - PUBLIC WORKS- FLEET MAINT					
04/21/16	001-3540-519.64-00	(3,000)	REPAIRS TO AUTOMATED FUEL SYSTEM AT CITY FLEET		2750
	001-3540-519.46-00	3,000			
05/04/16	001-3540-519.52-00	699	CITY WIDE VHF/UHF RADIO FCC REBAND REQUIREMENT		2936
07/18/16	001-3540-519.52-00	(300)	ADDTNL INS CHARGES FOR ADDTNL FLEET POOL VHCL		3906
	001-3540-519.45-00	300			
08/08/16	001-3540-519.21-00	(500)	COVER COST OF OVERTIME FOR REMAINDER FY 16		4230
	001-3540-519.14-00	500			
08/18/16	001-3540-519.64-00	(996)	TXFR DAIG SCANNER AND BUY PARTS CLEANER		4400
	001-3540-519.44-00	(950)			
	001-3540-519.52-00	950			
	001-3540-519.52-00	996			
5	Budget Amendments/Transfers		Division 3540 Total	$699	
3560 - FACILITY MANAGEMENT					
04/18/16	001-3560-519.12-00	(284)	ACCRUAL PAYOUT F MARTIN		2684
	001-3560-519.12-12	284			
05/04/16	001-3560-519.52-00	1,747	CITY WIDE VHF/UHF RADIO FCC REBAND REQUIREMENT		2936
05/26/16	001-3560-519.64-00	(6,946)	FABRICATION AND INSTALL CITY WELCOME SIGNS		3277
	001-3560-519.52-00	6,946			
07/12/16	001-3560-519.64-00	1,425	STREETS & GROUNDS DIVS SHARED COST OIL BURNER HE		3817
4	Budget Amendments/Transfers		Division 3560 Total	$3,172	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
3580 - CAPITAL PROJECTS MNGMT					
04/18/16	001-3580-519.62-00	38,709	ADDITIONAL FUNDS FOR FLEET EXPANSION PRJCT		2666
	001-3580-519.64-00	(500)	COVER LEGAL ADS FOR PW BID PACKAGES		2686
	001-3580-519.49-00	500			
07/12/16	001-3580-519.48-00	1,400	STREETS & GROUNDS DIVS SHARED COST OIL BURNER HE		3817
07/22/16	001-3580-519.46-02	(11,500)	SR 520 BRIDGE SIGNS		4004
	001-3580-519.46-00	11,500			
4	Budget Amendments/Transfers		Division 3580 Total	$40,109	
193	Total Budget Amendments/Transfers		**GENERAL FUND**	**$3,007,200**	
3230 - CRA ADMIN/OPERATIONS					
11/09/15	110-3230-559.39-00	(2,551)	FROM CASH CARRY FORWRD TO CONTINGENCY		670
	110-3230-559.63-00	4,460			
	110-3230-559.63-00	37,473			
	110-3230-559.63-00	49,645			
	110-3230-559.63-00	61,110			
	110-3230-559.34-00	7,755	FROM CASH CARRY FORWRD TO CONTRACT SERVICES		670
12/02/15	110-3230-559.83-00	(2,800)	FROM OTHER GRANTS / AIDS TO CONTRACT SERVICES		738
	110-3230-559.34-00	2,800			
02/05/16	110-3230-559.72-00	(2,729)	FROM INTEREST TO PRINCIPAL		1631
	110-3230-559.71-00	2,729			
02/19/16	110-3230-559.12-00	(18)	BUD TXFR SALARY-O/T		1806
	110-3230-559.14-00	18			
03/24/16	110-3230-559.72-00	(11,837)	TXFR FRM DEBT SERVICE TO CONTRACT SERVICES		2325
	110-3230-559.83-00	(2,663)	TXFR FRM OTHER GRANTS/AID TO CONTRACT SERVICES		2325
	110-3230-559.34-00	14,500			
06/06/16	110-3230-559.47-00	(500)	ADD FUNDS TO RECORDING DOCUMENTS CLERK OF COURTS		3395
	110-3230-559.49-00	500			
8	Budget Amendments/Transfers		Division 3230 Total	$157,892	
8	Total Budget Amendments/Transfers		**REDEVELOPMENT AGENCY FUND**	**$157,892**	
3230 - CRA ADMIN/OPERATIONS					
10/05/15	111-3230-559.83-00	(2,800)	TXFR FRM OTHER GRANT & AI TO TRAINING / TRAVEL PER		41
	111-3230-559.55-00	1,010			
	111-3230-559.40-00	1,790			
12/02/15	111-3230-559.83-00	(281)	FY16 REVISED BUDGET		681
	111-3230-559.63-00	162,966			
12/08/15	111-3230-559.83-00	(5,000)	FROM OTHER GRANTS & AIDS TO PROFESSIONAL SVCS		768
	111-3230-559.31-00	5,000			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
02/19/16	111-3230-559.12-00	(6)	BUD TXFR SALARY-O/T		1806
	111-3230-559.14-00	6			
04/18/16	111-3230-559.31-00	5,000	INTERLOCAL AGREEMENT PROJ DIAMOND SQUARE CRA		2669
	111-3230-559.63-00	10,000			
	111-3230-559.83-00	10,000			
5	Budget Amendments/Transfers		Division 3230 Total	$187,685	
	5 Total Budget Amendments/Transfers		**CRA DIAMOND SQUARE 626**	**$187,685**	
3230 - CRA ADMIN/OPERATIONS					
11/19/15	112-3230-559.83-02	(284)	REDUCE TIF REVENUE REVISED FY16 BUDGET		543
12/08/15	112-3230-559.43-00	(8)	FROM ELEC / WATER / SEWER TO INSURANCE		768
	112-3230-559.45-00	8			
02/26/16	112-3230-559.83-02	(1,558)	FROM GENERAL FUND TO OTHER CHRGS AND OBLG		1919
	112-3230-559.49-00	1,558			
3	Budget Amendments/Transfers		Division 3230 Total	($284)	
	3 Total Budget Amendments/Transfers		**CRA US1 CORRIDOR**	**($284)**	
2100 - POLICE ADMIN/OPERATIONS					
02/19/16	141-2100-521.52-00	27,029	BUD ADMNT R#2016-10 DUTY GEAR AGND#15-570		1814
02/26/16	141-2100-521.52-00	(3,180)	FROM LAW ENF / OPERATING TO LAW ENF / CAPITAL		1934
	141-2100-521.64-00	3,180			
2	Budget Amendments/Transfers		Division 2100 Total	$27,029	
	2 Total Budget Amendments/Transfers		**POLICE CONFISCATED FUND**	**$27,029**	
3580 - CAPITAL PROJECTS MNGMT					
12/14/15	301-3580-519.62-00	(8,000,000)	FROM CAPITAL PRJCT-BLDNGS TO CAPITAL PRJCT - BLDNGS		881
	301-3580-519.62-00	2,500,000			
	301-3580-519.62-00	2,500,000			
	301-3580-519.62-00	3,000,000			
12/29/15	301-3580-519.62-00	(203,492)	FROM BUILDINGS TO LAND		1068
	301-3580-519.62-00	(10,000)			
	301-3580-519.61-00	10,000			
	301-3580-519.61-00	203,492			
01/29/16	301-3580-519.62-00	(266,858)	FROM BUILDINGS TO LAND		1610
	301-3580-519.62-00	(10,000)			
	301-3580-519.61-00	10,000			
	301-3580-519.61-00	266,858			
04/15/16	301-3580-519.62-00	(31,088)	MOVING LAND-RLTD EXPENSES FROM CAPITAL TO LAND		2654
	301-3580-519.62-00	(13,790)			
	301-3580-519.62-00	(9,453)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/15/16	301-3580-519.61-00	9,453	MOVING LAND-RLTD EXPENSES FROM CAPITAL TO LAND		2654
	301-3580-519.61-00	13,790			
	301-3580-519.61-00	31,088			
04/18/16	301-3580-519.62-00	(38,709)	ADDITIONAL FUNDS FOR FLEET EXPANSION PRJCT		2666
05/04/16	301-3580-519.62-00	(56,403)	RAILROAD CROSSING MAINTEN ROSA L AND PEACHTREE		2926
	301-3580-581.91-01	56,403			
05/13/16	301-3580-581.91-01	38,709	CORRECT A BALANCING ERROR ON AGENDA #16-114		3090
07/28/16	301-3580-519.62-00	(10,920)	COVER ALL LAND RELATED FIRE STATION EXPENSES		4075
	301-3580-519.62-00	(3,590)			
	301-3580-519.62-00	(490)			
	301-3580-519.61-00	490			
	301-3580-519.61-00	3,590			
	301-3580-519.61-00	10,920			
8	Budget Amendments/Transfers		Division 3580 Total	$0	
	8 Total Budget Amendments/Transfers		**CAPITAL PROJECTS FUND**	**$0**	
1515 - FIELD SERVICES					
02/19/16	421-1515-536.12-00	(26,030)	BUD TXFR S&W-ACCR PAYOUT		1806
	421-1515-536.12-12	26,030			
04/04/16	421-1515-536.64-15	(2,600)	TXFR FRM IT HARDWARE TO WATER SEWER OPER SUPL		2443
	421-1515-536.52-00	2,600			
05/04/16	421-1515-536.52-00	9,233	REPLACE OBSOLETE RADIOS FCC RE-BAND REQUIREMENT		2922
06/15/16	421-1515-536.46-00	(200)	NEPTUNE MAPPING SOFTWARE SUBSCRIPTION ACCT CORRECT		3524
	421-1515-536.54-00	200			
	421-1515-536.52-00	(121)	VEHICLE REGISTRATION FOR I.T. VEHICLE NOT BUDGETED		3525
	421-1515-536.49-00	121			
5	Budget Amendments/Transfers		Division 1515 Total	$9,233	
4010 - WATER ADMINISTRATION					
11/10/15	421-4010-536.31-01	(5,000)	TXFR FRM LEGAL EXPENSES TO UNEMPLOYMENT COMP		440
	421-4010-536.25-00	5,000			
01/22/16	421-4010-536.39-00	(5,000)	FROM CONTINGENCY TO ACCOUNTING & AUDITING		1423
	421-4010-536.32-00	3,500			
	421-4010-536.31-01	1,500	FROM CONTINGENCY TO LEGAL EXPENSES		1423
	421-4010-536.39-00	(171,492)	FROM WATER SEWER CNTNGCY TO CAPITAL EQUIP - VEHICL		1422
02/26/16	421-4010-536.31-01	(3,000)	FROM LEGAL TO REPAIR/MAINT BUILDING		1919
	421-4010-536.46-02	3,000			
03/07/16	421-4010-536.12-00	(1,184)	BUDGET TXFR REG SALARY TO ACCRUAL PAYOUTS		2034
	421-4010-536.12-12	1,184			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
03/07/16	421-4010-536.12-00	(12,426)	BUDGET TXFR REG SALARY TO OVERTIME	2034
	421-4010-536.14-00	12,426		
03/15/16	421-4010-536.39-00	(127,578)	TRANSFER FROM CONTINGENCY TO INFRASTRUCTURE	2165
03/24/16	421-4010-536.39-00	(93,000)	TXFR FRM CONTINGENCY TO GENERAL FUND	2329
	421-4010-581.91-01	93,000		
	421-4010-536.39-00	(408,464)	TXFR FRM CONTINGENCY TO MACHINERY & EQUIPMENT	2326
04/18/16	421-4010-581.91-53	405,266	ESTBLSH RESERVES FOR SELF FUNDED MED INSURANCE	2678
	421-4010-536.39-00	(188,850)	ITEMS INADVERTENTLY OMITT FROM BUDGET	2672
05/04/16	421-4010-536.39-00	(43,275)	REPLACE OBSOLETE RADIOS FCC RE-BAND REQUIREMENT	2922
	421-4010-536.39-00	(36,827)	REPLACE OBSOLETE RADIOS FCC REBAND REQUIREMENT	2924
	421-4010-536.52-00	8,621		
	421-4010-536.63-00	28,206		
05/13/16	421-4010-536.13-00	(20,000)	MOVE SUMMER YOUTH PROG FUNDS TO CORRECT ACCTS	3093
	421-4010-536.34-00	20,000		
05/26/16	421-4010-536.49-00	(1,000)	RECLASS EXPENSE DUE TO STATE ACCT REQUIREMENTS	3273
	421-4010-536.82-00	1,000		
06/13/16	421-4010-536.49-07	(69,817)	FY2015 BANK RECONCILE NON-CASH YEAR END ADJSTMN	3490
	421-4010-536.49-08	69,817		
07/18/16	421-4010-536.49-00	(852)	RECYCLE OBSOLETE DECALS FROM CITY INVENTORY	3906
	421-4010-536.49-15	852		
07/26/16	421-4010-536.31-00	1,531,934	UTILITY PRIVATIZATION PRJ PATRICK AFB / CAPE CA AFB	4107
08/08/16	421-4010-536.12-00	(9,165)	COVER ACCRUAL PAYOUTS & WAGES FOR DROP EMPLOYEES	4232
	421-4010-536.12-12	1,818		
	421-4010-536.13-00	7,347		
20	Budget Amendments/Transfers		Division 4010 Total	$997,541
4020 - DYAL PLANT				
10/29/15	421-4020-536.46-00	(4,000)	TXFR FRM REPAIR AND MAINT TO REPAIR AND MAINTENANCE	295
	421-4020-536.46-00	4,000		
12/14/15	421-4020-536.46-00	753,233	TO REPAIR & MAINTENANCE	872
	421-4020-536.46-00	58,192		873
01/22/16	421-4020-536.64-00	68,814	FROM WATER SEWER CNTNGCY TO CAPITAL EQUIP - VEHICL	1422
03/07/16	421-4020-536.12-00	(13,056)	BUDGET TXFR REG SALARY TO ACCRUAL PAYOUTS	2034
	421-4020-536.12-12	13,056		
	421-4020-536.12-00	(26,557)	BUDGET TXFR REG SALARY TO OVERTIME	2034
	421-4020-536.14-00	26,557		
04/18/16	421-4020-536.46-00	188,850	ITEMS INADVERTENTLY OMITT FROM BUDGET	2672
	421-4020-536.46-00	123,606	NEW SCADA SYSTEM INADVERT BUDGETED UNDER WS1117	2671

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
04/21/16	421-4020-536.63-00	(1,440)	2 HVAC SYSTEMS BANANA RVR & VIERA BOOSTER STATIONS	2750
	421-4020-536.62-00	1,440		
05/04/16	421-4020-536.52-00	7,338	REPLACE OBSOLETE RADIOS FCC RE-BAND REQUIREMENT	2922
05/13/16	421-4020-536.34-00	(100,000)	EMERGENCY GENERATOR LEASE AT DYAL WTP.	3091
	421-4020-536.44-00	100,000		
05/26/16	421-4020-536.64-00	172,000	PURCHASE USED MOTOR GRADER FOR DYAL WTP	3279
06/01/16	421-4020-536.62-00	(41,440)	HVAC UNITS AT BANANA RVR & VIERA BOOSTER STATIONS	3345
	421-4020-536.64-00	41,440		
06/09/16	421-4020-536.52-00	(49,000)	PURCHASE FUEL FOR AUX PWR GENERATORS & GEAR OIL	3457
	421-4020-536.52-30	49,000		
07/01/16	421-4020-536.12-00	(48,000)	UT-DYAL 4020 OT FUNDS LOW	3715
	421-4020-536.14-00	48,000		
07/22/16	421-4020-536.34-00	(2,800)	ADDTIONAL INSURANCE; DYAL	4004
	421-4020-536.45-00	2,800		
16	Budget Amendments/Transfers		Division 4020 Total $1,372,033	
4025 - WATER FIELD OPERATIONS				
01/22/16	421-4025-536.46-00	(27,608)	FROM REPAIRS AND MAINTEN TO REPAIRS / MAINT - BLDN	1421
	421-4025-536.46-02	27,608		
	421-4025-536.64-00	59,349	FROM WATER SEWER CNTNGCY TO CAPITAL EQUIP - VEHICL	1422
03/02/16	421-4025-536.12-00	(44,125)	ACCOUNTING ADJUSTMENT TO OTHER SALARIES & WAGES	1981
	421-4025-536.13-00	44,125		
03/07/16	421-4025-536.12-00	(945)	BUDGET TXFR REG SALARY TO ACCRUAL PAYOUTS	2034
	421-4025-536.12-12	945		
	421-4025-536.12-00	(28,000)	BUDGET TXFR REG SALARY TO OVERTIME	2034
	421-4025-536.14-00	28,000		
03/17/16	421-4025-536.46-00	(10,000)	TXFR FRM REPAIRS AND MAIN TO CONTRACT SERVICES	2166
	421-4025-536.34-00	10,000		
04/07/16	421-4025-536.46-00	(2,136)	ARBITRATOR FEE -SANDERLIN	2503
	421-4025-536.31-00	2,136		
04/14/16	421-4025-536.12-00	(76)	ACCRUAL PAYOUTS- J. HAZES C. McCALL, & M. SUNDSTROM	2627
	421-4025-536.12-12	76		
04/18/16	421-4025-536.46-00	(210,708)	ADDTNL FNDS INCREASED FDEP TESTING - ACE FLOW	2673
	421-4025-536.46-00	210,708		
05/04/16	421-4025-536.52-00	17,121	REPLACE OBSOLETE RADIOS FCC RE-BAND REQUIREMENT	2922
05/18/16	421-4025-536.44-00	(1,000)	TRANSFER TO COVER POSTAGE AND FREIGHT REMAINDER FY	3152
	421-4025-536.42-00	1,000		
05/27/16	421-4025-536.68-10	(20,000)	INFRAMAP NOW LICENSE BUDGETED IN 68-10 IN ERRO	3293

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/27/16	421-4025-536.52-00	20,000	INFRAMAP NOW LICENSE BUDGETED IN 68-10 IN ERRO		3293
06/01/16	421-4025-536.22-00	(47,913)	COVER PAYROLL REMAINDER FY16 - MID YEAR ANALYSIS		3338
	421-4025-536.12-12	22,141			
06/06/16	421-4025-536.55-00	(2,600)	WFO MANAGER TO ATTEND ESRI CONFERENCE IN CALIFO		3391
	421-4025-536.40-00	2,600			
06/28/16	421-4025-536.44-00	(653)	COVER COSTS FOR FY16 FOR HERITAGE CRYSTAL CLEAN		3659
	421-4025-536.31-00	653			
	421-4025-536.46-02	(23,000)	COVER REPAIRS AND MAINTEN FOR WFO REMAINDER FY16		3666
	421-4025-536.46-00	23,000			
	421-4025-536.46-00	(19,006)	PURCHASE TEAM INSERTVALVE WITH UNENCUM FUNDS		3664
	421-4025-536.64-00	19,006			
08/08/16	421-4025-536.23-00	(21,892)	COVER ACCRUAL PAYOUTS & WAGES FOR DROP EMPLOYEES		4232
	421-4025-536.12-12	132			
	421-4025-536.13-00	21,760			
	421-4025-536.45-00	(4,000)	COVER REPAIRS AND MAINT FOR REMAINDER FY 16		4230
	421-4025-536.46-00	4,000			
08/18/16	421-4025-536.64-00	(2,912)	TXFR TO PURCHASE 4 NEW SCHONSTEDT LOCATORS		4400
	421-4025-536.52-00	2,912			
08/19/16	421-4025-536.52-30	(35,000)	COVER REMAINDER OF FY 16 FOR ACE FLOW CONTROL		4436
	421-4025-536.46-00	35,000			
21	Budget Amendments/Transfers		Division 4025 Total	$50,698	
4055 - ENGINEERING					
10/22/15	421-4055-536.63-00	(17,324)	PROJ EXTENTED-MORE FUNDS FOR SERVICES		215
	421-4055-536.63-00	17,324			
10/29/15	421-4055-536.63-00	(70,000)	TXFR FRM INFRASTRUCTURE TO INFRASTRUCTURE		298
	421-4055-536.63-00	70,000			
12/14/15	421-4055-536.63-00	(1,968,704)	FROM INFRASTRUCTURE TO INFRASTRUCTURE		880
	421-4055-536.63-00	(1,467,681)			
	421-4055-536.63-00	(217,273)			
	421-4055-536.63-00	3,653,658			
	421-4055-536.63-00	9,537	INFRASTRUCTURE		874
	421-4055-536.63-00	11,623			
	421-4055-536.63-00	14,750			
	421-4055-536.63-00	124,533			
	421-4055-536.63-00	189,998			
	421-4055-536.63-00	388,626			
	421-4055-536.63-00	415,981			
	421-4055-536.63-00	467,162			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/17/15	421-4055-536.63-00	(415,981)	FROM INFRASTRUCTURE TO INFRASTRUCTURE		939
	421-4055-536.63-00	415,981			
03/07/16	421-4055-536.12-00	(9,507)	BUDGET TXFR REG SALARY TO ACCRUAL PAYOUTS		2034
	421-4055-536.12-12	9,507			
04/06/16	421-4055-536.63-00	(50,000)	WATER CAPITAL PLAN		2489
	421-4055-536.68-10	50,000			
04/14/16	421-4055-536.12-00	(1,171)	ACCRUAL PAYOUTS- J. HAZES C. McCALL, & M. SUNDSTROM		2627
	421-4055-536.12-12	1,171			
04/18/16	421-4055-536.63-00	(298,066)	MOTOR CONTROL CNTR 1-6 & CONDUIT REPLCMNT SELLERS		2676
	421-4055-536.63-00	(123,606)	NEW SCADA SYSTEM INADVERT BUDGETED UNDER WS1117		2671
05/04/16	421-4055-536.55-00	(408)	REPLACE MONITOR FOR CAD DRAFTER IN ENGNRING STN		2925
	421-4055-536.52-00	408			
	421-4055-536.52-00	2,796	REPLACE OBSOLETE RADIOS FCC RE-BAND REQUIREMENT		2922
05/26/16	421-4055-536.63-00	(172,000)	PURCHASE USED MOTOR GRADER FOR DYAL WTP		3279
06/01/16	421-4055-536.12-00	(226)	COVER PAYROLL REMAINDER FY16 - MID YEAR ANALYSIS		3338
	421-4055-536.12-12	226			
06/06/16	421-4055-536.12-00	(500)	COVER UNANTICIPATED OVERTIME EXPENSES		3392
	421-4055-536.14-00	500			
07/26/16	421-4055-536.63-00	(931,934)	UTILITY PRIVATIZATION PRJ PATRICK AFB / CAPE CA AFB		4107
	421-4055-536.63-00	(310,000)			
	421-4055-536.63-00	(290,000)			
08/01/16	421-4055-536.31-03	(302)	COVER NEG BALANCE DUE TO PCHSE OF ADOBE LICENSES		4105
	421-4055-536.34-00	302			
08/08/16	421-4055-536.12-00	(230)	COVER ACCRUAL PAYOUTS & WAGES FOR DROP EMPLOYEES		4232
	421-4055-536.12-12	230			
18	Budget Amendments/Transfers		Division 4055 Total	($500,600)	
4120 - WATER RECLAMATION					
10/15/15	421-4120-536.46-00	(4,900)	TXFR FRM REPAIRS & MAINTQ TO CONTRACT SERVICES		150
	421-4120-536.31-00	4,900			
12/08/15	421-4120-536.46-00	(500)	FROM REPAIRS & MAINTENANC TO MACHINERY & EQUIPMENT		768
	421-4120-536.64-00	500			
12/22/15	421-4120-536.63-00	(30,000)	WS1306		990
	421-4120-536.68-10	30,000			
12/23/15	421-4120-536.46-00	(556)	TABLET ACT COSTS > BUDGET		1018
	421-4120-536.64-15	556			
01/14/16	421-4120-536.46-00	(2,920)	FROM REPAIRS & MAINTENANC TO MACHINERY & EQUIPMENT		1316
	421-4120-536.64-00	2,920			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
01/22/16	421-4120-536.52-00	(892)	FROM OPERATING SUPPLIES TO MACHINERY & EQUIPMENT	1417
	421-4120-536.64-00	892		
02/19/16	421-4120-536.12-00	(6,030)	BUD TXFR S&W-ACCR PAYOUT	1806
	421-4120-536.12-12	6,030		
02/26/16	421-4120-536.64-00	(1,300)	FROM MACHINERY & EQUIPMEN TO OPERATING SUPPLIES	1919
	421-4120-536.52-00	1,300		
03/07/16	421-4120-536.12-00	(7,040)	BUDGET TXFR REG SALARY TO OVERTIME	2034
	421-4120-536.14-00	7,040		
04/18/16	421-4120-536.64-00	(1,345,070)	MOTOR CONTROL CNTR 1-6 & CONDUIT REPLCMNT SELLERS	2676
	421-4120-536.63-00	1,643,136		
05/04/16	421-4120-536.52-00	2,594	REPLACE OBSOLETE RADIOS FCC RE-BAND REQUIREMENT	2922
05/13/16	421-4120-536.52-00	(2,441)	DIESEL TANK FILTRATION MAINT SYSTEM	3089
	421-4120-536.64-00	2,441		
06/01/16	421-4120-536.12-00	(35,815)	COVER PAYROLL REMAINDER FY16 - MID YEAR ANALYSIS	3338
	421-4120-536.13-00	505		
	421-4120-536.22-00	9,970		
	421-4120-536.12-12	25,340		
07/18/16	421-4120-536.52-00	(15,000)	INCREASE FUNDS PO 66907 LQD SLUDGE DISPOSAL	3905
	421-4120-536.34-00	15,000		
08/01/16	421-4120-536.46-02	(4,050)	NEG BAL IN CONTRACT SVCS & ELECTRIC/WATER/SEWER	4105
	421-4120-536.43-00	1,500		
	421-4120-536.34-00	2,550		
08/02/16	421-4120-536.46-00	(8,300)	AVOID NEG BALANCE AND COVER OVERTIME FOR FY16	4139
	421-4120-536.46-02	(5,500)		
	421-4120-536.14-00	13,800		
16	Budget Amendments/Transfers		Division 4120 Total $300,660	
4125 - SEWER FIELD OPERATIONS				
11/24/15	421-4125-536.12-00	(2,506)	FROM REG SALARIES & WAGES TO RETIREMENT CONTRIBUT	710
	421-4125-536.22-00	2,506		
	421-4125-536.22-00	(2,506)		715
	421-4125-536.12-00	2,506		
01/22/16	421-4125-536.64-00	43,329	FROM WATER SEWER CNTNGCY TO CAPITAL EQUIP - VEHICL	1422
03/07/16	421-4125-536.12-00	(10,000)	BUDGET TXFR REG SALARY TO OVERTIME	2034
	421-4125-536.14-00	10,000		
03/15/16	421-4125-536.63-00	127,578	TRANSFER FROM CONTINGENCY TO INFRASTRUCTURE	2165
03/24/16	421-4125-536.64-00	408,464	TXFR FRM CONTINGENCY TO MACHINERY & EQUIPMENT	2326
05/04/16	421-4125-536.52-00	4,193	REPLACE OBSOLETE RADIOS FCC RE-BAND REQUIREMENT	2922

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
06/01/16	421-4125-536.24-00	452	COVER PAYROLL REMAINDER FY16 - MID YEAR ANALYSIS		3338
	421-4125-536.22-00	10,620			
	421-4125-536.12-00	14,700			
06/09/16	421-4125-536.46-00	(5,700)	COVER COST OF CONTRACTED MOWING OF LIFT STATIONS		3458
	421-4125-536.34-00	5,700			
06/28/16	421-4125-536.63-00	(591,657)	MOVE FNDS FRM LIFT ST 17 TO LIFT STN 4		3667
	421-4125-536.63-00	591,657			
07/12/16	421-4125-536.68-10	(7,700)	COVER INFRAMAP LICENSE. BUDGETED IN 68-10 IN ERR		3817
	421-4125-536.52-00	7,700			
08/08/16	421-4125-536.46-00	(500)	COVER POSTAGE AND FREIGHT FOR REMAINDER FY 16		4230
	421-4125-536.42-00	500			
12 Budget Amendments/Transfers			Division 4125 Total	$609,336	
108 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$2,838,901**	
3570 - STORMWATER UTILITY					
10/15/15	423-3570-538.52-00	(500)	TXFR FRM OPERATING SUPPLI TO RENTALS AND LEASES		150
	423-3570-538.44-00	500			
02/19/16	423-3570-538.12-00	(1,082)	BUD TXFR S&W-ACCR PAYOUT		1806
	423-3570-538.12-12	1,082			
	423-3570-538.63-00	(20,000)	BUDGET TXFR FACTORY ST DRAING IMPRV AGNDA#16-026		1818
	423-3570-538.61-00	20,000			
	423-3570-538.63-00	(20,963)	RIVERFRONT PARK SOD&DRAIN PROJ#SW16RD AGND#16-028		1812
	423-3570-538.63-00	20,963			
05/26/16	423-3570-538.63-00	(50,000)	DIAMOND SQ RDA OFF-SITE STORMWATER MANAGEMENT		3278
	423-3570-538.63-00	(40,245)			
	423-3570-538.63-00	40,245			
	423-3570-538.61-00	50,000			
06/06/16	423-3570-538.44-00	(675)	EDUCATIONAL BROCHURES REQUIRED PER NPDES PERMIT		3393
	423-3570-538.47-00	675			
06/28/16	423-3570-538.39-00	(13,000)	PURCHASE LAKEMONT DR LAND FOR STORMWATER		3663
	423-3570-538.61-00	13,000			
07/26/16	423-3570-538.63-00	(110,000)	ADD FNDS TO PEACHTREE ST TO COVER STORMWATER		4101
	423-3570-538.63-00	110,000			
08/01/16	423-3570-538.63-00	(71,834)	REFURBISH STREET SWEEPER		4100
	423-3570-538.46-03	71,834			
08/18/16	423-3570-538.46-00	(5,000)	COVER ADDITIONAL REPAIRS TO STREET SWEEPER		4400
	423-3570-538.46-03	5,000			
08/24/16	423-3570-538.31-00	(13,103)	SW16EJ & SW16FS ARE CPTL PROJECTS IN WRONG ACCTS		4486

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/24/16	423-3570-538.31-00	(3,345)	SW16EJ & SW16FS ARE CPTL PROJECTS IN WRONG ACCTS		4486
	423-3570-538.31-00	(2,280)			
	423-3570-538.63-00	2,280			
	423-3570-538.63-00	3,345			
	423-3570-538.63-00	13,103			
08/26/16	423-3570-538.13-00	(300)	COVER COST OF OVERTIME FOR REMAINDER OF FY 16		4529
	423-3570-538.14-00	300			
12	Budget Amendments/Transfers		Division 3570 Total	$0	
	12 Total Budget Amendments/Transfers		**STORMWATER UTILITY**	**$0**	
1801 - HUMAN RESOURCES					
04/18/16	530-1801-513.23-00	810,532	ESTABLISH RESERVES FOR SELF-FUNDED MED INS		2680
	530-1801-513.31-00	864,802	FY16 SELF-FND MED INS CLM & ADMIN SVC FEES BDGT		2677
	530-1801-513.23-00	3,967,387			
2	Budget Amendments/Transfers		Division 1801 Total	$5,642,721	
	2 Total Budget Amendments/Transfers		**HEALTH INSURANCE FUND**	**$5,642,721**	

341 Transfers & Amendments between 10/1/2015 and 8/31/2016

FY 2016 TOTAL TRANSFERS & AMENDMENTS **11,861,144**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Worksheets\FY 2016 EXPENSE Budget Tracking Worksheet.imr
ran by Database User ID: cocoath

FY 2016 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 8/31/2016

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/14/15	001-0000-389.99-50	(1,054,358)	FB APPROP RESERVES		875
	001-0000-331.39-10	1,148,282	FED GRANT -TRANSPORTATION		875
	001-0000-389.99-11	460,094	RESTRICTED CASH CARRY FORWARD		875
01/22/16	001-0000-334.61-10	14,200	BREVARD COUNTY EMS GRANT		1418
	001-0000-389.99-50	815,000	FUND BAL-APPROP. RESERVES		1419
03/24/16	001-0000-381.91-21	93,000	TXFR FRM OTHER SOURCES NR TO CONTRACT SERVICES		2328
04/18/16	001-0000-389.99-50	405,266	ESTABLISH RESERVES SELF FUNDED MED INSURANCE		2679
05/04/16	001-0000-389.99-50	118,000	PURCHASE OF 3 PARCEL ID # FROM HOUSING AUTHORITY		2938
	001-0000-381.91-30	56,403	RAIL CROSSING MAINTENANCE ROSA L AND PEACHTREE		2927
	001-0000-389.99-50	95,462			2932
05/13/16	001-0000-381.91-30	38,709	CORRECT A BALANCING ERROR ON AGENDA #16-114		3090
05/26/16	001-0000-389.99-50	265,000	PURCHASE PROPERT AT CRNR OF FLORIDA, FORREST, & KI		3274
07/26/16	001-0000-389.99-50	200,000	ASPHALT TO REPAVE FISKE FROM HIGHLAND TO DIXON		4103
	001-0000-389.99-50	29,792	FL AVE PHASE 1 ACTIVITIES INCLUDE PRE-CONSTRUCTION		4102
	001-0000-389.99-50	200,000	RECYCLING TO REPAVE FISKE FROM HIGHLAND TO DIXON		4104
08/23/16	001-0000-389.99-50	122,350	FUNDING FOR FISKE BLVD RECONSTRUCTION PROJECT		4614
16	Budget Amendments/Transfers		Division 0000 Total	$3,007,200	
	16 Total Budget Amendments/Transfers		**GENERAL FUND**	**$3,007,200**	
11/09/15	110-0000-389.99-10	161,328	FROM CASH CARRY FORWRD CONTRACT SERVICES		670
	110-0000-338.00-00	(3,436)	FROM SHARED REVENUE LOCAL CONTRACT SERVICES		670
2	Budget Amendments/Transfers		Division 0000 Total	$157,892	
	2 Total Budget Amendments/Transfers		**REDEVELOPMENT AGENCY FUND**	**$157,892**	
12/02/15	111-0000-338.00-00	(281)	FY16 REVISED BUDGET		681
	111-0000-389.99-10	162,966			
04/18/16	111-0000-381.91-01	25,000	INTERLOCAL AGREEMENT PROJ DIAMOND SQUARE CRA		2669
2	Budget Amendments/Transfers		Division 0000 Total	$187,685	
	2 Total Budget Amendments/Transfers		**CRA DIAMOND SQUARE 626**	**$187,685**	
11/19/15	112-0000-338.00-00	(284)	REDUCE TIF REVENUE REVISED FY16 BUDGET		543
1	Budget Amendments/Transfers		Division 0000 Total	($284)	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1 Total Budget Amendments/Transfers			**CRA US1 CORRIDOR**	**($284)**	
02/19/16	141-0000-389.99-11	27,029	BUD ADMNT R#2016-10 DUTY GEAR AGND#15-570		1814
1 Budget Amendments/Transfers			Division 0000 Total	$27,029	
1 Total Budget Amendments/Transfers			**POLICE CONFISCATED FUND**	**$27,029**	
12/14/15	421-0000-389.99-50	403,376	BAL FWD / FUND BAL APPROP RESERVES		874
	421-0000-389.99-50	1,218,834			
	421-0000-389.99-50	58,192	TO BALANCE FWD / BAL APPROP RESERVES		873
	421-0000-389.99-50	753,233	TO BALANCE FWD / FUN BAL APPROP RESERVES		872
04/18/16	421-0000-389.99-50	405,266	ESTBLSH RESERVES FOR SELF FUNDED MED INSURANCE		2678
4 Budget Amendments/Transfers			Division 0000 Total	$2,838,901	
4 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$2,838,901**	
04/18/16	530-0000-381.91-01	405,266	ESTABLISH RESERVES FOR SELF-FUNDED MED INS		2680
	530-0000-381.91-21	405,266			
	530-0000-341.20-00	4,832,189	FY16 SELF-FND MED INS CLM & ADMIN SVC FEES BDGT		2677
2 Budget Amendments/Transfers			Division 0000 Total	$5,642,721	
2 Total Budget Amendments/Transfers			**HEALTH INSURANCE FUND**	**$5,642,721**	

28 Transfers & Amendments between 10/1/2015 and 8/31/2016

FY 2016 TOTAL TRANSFERS & AMENDMENTS **11,861,144**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Worksheets\FY 2016 REVENUE Budget Tracking Worksheet.imr
ran by Database User ID: cocoath

Date: 9/13/2016

Legislation Details (With Text)

File #:	16-424	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/13/2016			**In control:**	City Council
On agenda:	9/27/2016			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Change Orders-CM Authorized to Execute.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 13, 2016
Agenda Date: September 27, 2016
Prepared By: Anthony Hagan, Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of August 31, 2016. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only.

Change Orders - CM authorized to execute

applied to contingency | 9/14/2016

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY16 Cum.	FY2016 Expenditures	FY2015 Expenditures	FY2014 Expenditures	FY2013 Expenditures
PW08PL	Florida Ave Streetscape											
Op. Rev.		606,870.00	7/26/16 #16-266	2016-85								
Project Manager:		51,536.00	contingency authorized									
account #	423-3570-538-63-00	555,334.00	exp authorized before contingency				Cumulative	FY16 cum				
	Vendor name PO # DP Development 68774		FY16 PO Issue	FY 2016			-		$ -	n/a		
	Bid No. B-16-10-COC				Pending							
		51,536	^contingency balance-->				v					
WS1506	Florida Ave Streetscape											
Op. Rev.		1,909,332.00	7/26/16 #16-266	2016-84								
Project Manager:		312,139.00	contingency authorized									
account #	421-4055-536-63-00	1,597,193.00	exp authorized before contingency				Cumulative	FY16 cum				
	Vendor name PO #Bussen Mayer Engineering		FY16 PO Issue	FY 2016			-		$ -	n/a		
	Bid No. B-16-10-COC				Pending							
		312,139	^contingency balance-->				v					
CD1105	Florida Ave Streetscape											
		1,282,313.00	7/26/16 #16-266	2016-83								
Project Manager:		126,817.00	contingency authorized									
account #	001-3510-541-63-00	1,155,496.00	exp authorized before contingency				Cumulative	FY16 cum				
	Vendor name PO # Quentin 68621		FY16 PO Issue	FY 2016	30876	3,200.00	3,200.00	3,200.00	$ -	n/a		
	Bid No. B-16-10-COC											
		126,817	^contingency balance-->									
WS17AF	Utility Privatization											
Op. Rev.		1,531,934.00	7/26/16 #16-298	2016-74								
Project Manager:		283,806.00	contingency authorized									
account #	421-4055-536-63-00	1,248,128.00	exp authorized before contingency				Cumulative	FY16 cum				
	Vendor name PO # CH2M Hill		FY16 PO Issue	FY 2016			-		$ -	n/a		
	Bid No.				Pending							
		283,806	^contingency balance-->				v					
WS1409	Sanitary Sewer Manhole and LS Rehab											
Op. Rev.		110,350.00	7/26/16 #16-296	2016-70								
Project Manager:		10,000.00	contingency authorized									
account #	421-4125-536-46-00	100,350.00	exp authorized before contingency				Cumulative	FY16 cum				
	Vendor name PO # Danus Utilities Inc 68639		FY16 PO Issue	FY 2016	30836	41,300.00	41,300.00	41,300.00	$ -	n/a		
	Bid No. Co-op Purchasing Agreement											
	City of Clermont											
		10,000	^contingency balance-->				v					
WSLS04	Lift Station #4 Improvements											
Op. Rev.		617,870.00	6/14/16 VIII.6 (#16-225)	2016-63								
Project Manager:		56,170.00	contingency authorized									
account #	421-4125-536-63-00	561,700.00	exp authorized before contingency				Cumulative	FY16 cum				
	Vendor name: L7 Construction Inc PO#68449		FY16 PO Issue	FY 2016	30576	561,700.00	561,700.00	561,700.00	$ 18,000.00	n/a		
	Bid No. B-16-14-COC											
		56,170	^contingency balance-->									
PWPAVE	Yearly paving of certain City streets											
Op. Rev.		300,000.00	4/26/2016	2016-39								
Project Manager:		36,755.84	contingency authorized									
account #	001-3510-541-63-00	263,244.16	exp authorized before contingency				Cumulative	FY16 cum				
	Vendor name Good IV TLC P.O. 68188		FY16 PO Issue	FY 2016	30267	263,244.16	263,244.16	263,244.16	$ -	n/a		
	Bid No. B4-15-57		*CO#1 pave Legion Lane and Varr Ave*		30942	13,933.60	277,177.76	277,177.76				
		22,822	^contingency balance-->									

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY16 Cum.	FY2016 Expenditures	FY2015 Expenditures	FY2014 Expenditures	FY2013 Expenditures
WS1222	WRF Motor Controls Sellers											
Op. Rev.		2,334,400.20	4/12/2016	2016-37								
Project Manager:		212,218.20	contingency authorized									
account #	421-4120-536-63-00	2,122,182.00	exp authorized before contingency				Cumulative	FY16 cum				
	Vendor name Chinchor Electric Inc PO 68119		FY16 PO Issue	FY 2016	30162	2,122,182.00	2,122,182.00	2,122,182.00	$ 18,000.00	n/a		
	B-16-05-COC											
		212,218	^contingency balance-->									
CP11FS	Fleet Garage Addition											
Op. Rev.		275,900.00	4/12/2016	2016-25								
Project Manager:		10,000.00	contingency authorized									
account #	001-3580-519-62-00	265,900.00	exp authorized before contingency				Cumulative	FY16 cum				
	Vendor name PARKIT CONSTR. PO # 68120		FY16 PO Issue	FY 2016	30169	265,900.00	265,900.00	265,900.00	$ 13,704.75	n/a		
	Bid No. B-16-03-COC Fleet		*CO#1 remove pre-engineered metal bldg and heater duct*		30831	(49,308.60)	216,591.40	216,591.40				
		10,000	^contingency balance-->									
CP16F2	Fire Station #2 Design Bronson											
Op. Rev.		108,490.20	1/12/2016	2016-15								
Project Manager:		5,166.20	contingency authorized 5%									
account #	301-3580-519-62-00	103,324.00	exp authorized before contingency				Cumulative	FY16 cum				
	Architects Design Group PO#67486		FY16 PO Issue	FY2016	29612	103,324.00	103,324.00	103,324.00	$ 64,717.29	n/a		
	Bid No. RFQ-11-12-COC		*CO#2*		30996	9,992.00	113,316.00	113,316.00				
		(4,826)	^contingency balance-->									
* Fire Stations 1 and 2 were switched after Council		*PW Going to Council 9/27/16 as they went over contingency*										
WS0904	Lining of Sanitary Sewer Mains											
Op. Rev.		325,756.87	12/8/2015	2015-083								
Project Manager:		20,000.00	contingency authorized									
account #	421-4125-536-63-00	305,756.87	exp authorized before contingency				Cumulative	FY16 cum				
	Insituform Technologies PO 67722		FY16 PO Issue	FY2016	29413	305,756.87	305,756.87	305,756.87	$ 281,993.55	n/a		
	Contract No. 0113-1010 City of Daytona Beach		*CO#1 add five laterals*		30748	7,569.30	313,326.17	313,326.17				
		12,431	^contingency balance-->									
WS16MC	Relocate/Replace 12" and Smaller AC WM Cocoa Beach Minuteman Cswy Streetscape											
Op. Rev.		659,839.00	12/8/2015	2015-085								
Project Manager:		59,985.00	contingency authorized									
account #	421-4055-536-63-00	599,854.00	exp authorized before contingency				Cumulative	FY16 cum				
	Certified General Contractors PO 67555		FY16 PO Issue	FY2016	29456	599,854.00	599,854.00	599,854.00	$ 318,185.67	n/a		
	Bid No. Sole Source											
			Project number changing WS16MC									
		59,985	^contingency balance-->									
WS1402	Surface Water Plant Clearwell Addition and Reject Pond Rehab - Engineering Services											
Op. Rev.		9,425,900.00	12/8/2015	2015-091								
Project Manager:		856,900.00	contingency authorized									
account #	421-4055-536-63-00	8,569,000.00	exp authorized before contingency				Cumulative	FY16 cum				
	PETTICOTT-SCHMITT #67619		FY16 PO Issue	FY2016	29508	8,569,000.00	8,569,000.00	$ 8,569,000.00	$ 1,280,427.28	n/a		
	Bid No. B-15-23-COC		*CO#1 temporary and permanent power for CVS-1 and ASR-4*		30691	67,311.00	8,636,311.00	8,636,311.00				
		789,589	^contingency balance-->									

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY16 Cum.	FY2016 Expenditures	FY2015 Expenditures	FY2014 Expenditures	FY2013 Expenditures
CP16F1	Fire Station Dixon											
Op. Rev.		203,854.95	2/23/2016	2016-14								
Project Manager:		7,280.95	contingency authorized 5%									
account #	301-3580-519-62-00	145,619.00	exp authorized before contingency				Cumulative	FY16 cum				
		50,955.00	4/12/16 V.9									
	Architects Design Group PO#67682		FY16 PO Issue	FY2016	29610	145,619.00	145,619.00	145,619.00	$ 104,739.20	n/a		
	Bid No. RFQ-11-12-COC		*CO # 1 Design Criteria EOC at Fire Headquarters*		30171	50,955.00	196,574.00	196,574.00				
			CO #2 Landscaping & design changes		30995	2,600.00	199,174.00	199,174.00				
* Fire Stations 1 and 2 were switched after Council		4,681	^contingency balance-->									
CP16F3	Fire Station #3 Design											
Op. Rev.	SR524	161,916.30	12/8/2015	2016-16								
Project Manager:		7,710.30	contingency authorized 5%									
account #	301-3580-519-62-00	154,206.00	exp authorized before contingency				Cumulative	FY16 cum				
	Architects Design Group PO#67485		FY16 PO Issue	FY2016	29395	154,206.00	154,206.00	154,206.00	$ 108,828.84	n/a		
	Bid No. RFQ-11-12-COC		*CO#1Design and Landscape revisions*		30999	6,460.00	160,666.00	160,666.00				
		1,250	^contingency balance-->									
WS1201	Pipeline Condition Assessment to Subaqueous PCCP along S.R.520 and Subaqueous DIP along S.R. 401											
Op. Rev.		157,008.00	11/10/2015	2015-075								
Project Manager:		50,000.00	contingency authorized not to exceed $50,000			63-00						
account #	421-4055-536.63-00	107,008.00	exp authorized before contingency				Cumulative	FY16 cum				
	Logan Diving & Salvage PO # 67251		FY16 PO Issue	FY2016	29144	107,008.00	107,008.00	$ 107,008.00	$ 132,912.00	n/a	n/a	n/a
	Bid No. RFQ-14-19-COC		*CO#1 pre-repair outlet investigation, prelim outlet repair strategy*		30619	28,480.00	135,488.00	135,488.00				
	a/k/a Anderson Diving											
		21,520	^contingency balance-->									
WS1176	Elevated Storage Tank Structural Repairs Project											
Op. Rev.		753,157.00	9/22/15 VIII.3 AND 12/08/15 VIII.3	2015-089								
Project Manager:		68,400.00	contingency authorized	2015-066		46-00						
account #	421-4020-536.46-00	684,757.00	exp authorized before contingency				Cumulative	FY16 cum				
	C&D Construction, Inc. PO # 67462		FY15 PO Issue	FY 2015	28386	600,000.00	600,000.00		$ 701,651.33	$ -	n/a	n/a
	Bid No. B-15-21-COC		*FY15 Year-End PO Liquidation*			(600,000.00)	-					
			12/08/15 Council approved additional funds to complete project				-					
			FY2016 PO	FY2016	29384	684,757.00	684,757.00	$ 684,757.00				
			CO#1 - additional work due to condition of original plates		29384	23,981.72	708,738.72	708,738.72				
		44,418	^contingency balance-->									
WS0803	Indian River Drive Watermain Improvements											
Op. Rev.		2,306,700.00	7/14/2015 VIII 1.	2015-033								
Project Manager:	Andrew Dugan	209,700.00	10% contingency authorized			63-00						
account #	421-4055-536-63-00	2,097,000.00	exp authorized before contingency				Cumulative	FY16 cum				
	Maxwell Contracting, Inc. PO 67040		FY15 PO Issue	FY 2015	27968	2,097,000.00	2,097,000.00		$ 1,558,567.27	$ 499,792.45	n/a	n/a
	Bid No. B-15-04-COC		*FY15 Year-End PO Liquidation*			(1,597,207.55)	499,792.45					
			FY16 PO Issue	FY2016	**28763**	1,597,207.55	2,097,000.00	1,597,207.55				
			CO#1 additional costs for unseen work		29595	19,799.23	2,116,799.23	1,617,006.78				
			CO#2 replace 2" galvanized water main		29656	49,371.00	2,166,170.23	1,666,377.78				
			CO#3 replace 8" gravity sewer on IRD/Mulberry St.		29964	33,000.00	2,199,170.23	1,699,377.78				
			CO #4 Dock Locates line stops		30339	28,213.05	2,227,383.28	1,727,590.83				
		79,317	^contingency balance-->				v					

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #		All Fiscal Years Cumulative	FY16 Cum.		FY2016 Expenditures	FY2015 Expenditures	FY2014 Expenditures	FY2013 Expenditures
PW08PT and WS1509	Peachtree Street Improvements Phase II													
Lap Agree. 1,387,500		2,936,405.85	3/24/2015 V .8.	2015-018		3510-541-63-00	4055-536-63-00							
Project Manager: Charlene Neuterman		130,533.95	5% contingency authorized for construction & SDC											
1-account # 001-3510-541-63-00		2,610,678.97	exp authorized before contingency					Cumulative	FY16 cum					
2-account # 421-4055-536-63-00		195,192.93	7/26/16 V.5 (#16-315)											
Restr Reserves $340,920 W/S $956,198														
FY 2015	DP Development of the Treasure Coast PO#65960 for acct 1. & PO#65962 for acct 2		65960 FY15 PO Issue	FY 2015	27406	1,553,694.27		1,553,694.27			$ 2,317,696.99	$ 467,457.38	n/a	n/a
	Myra Planning & Design PO#65818 for acct 1, & PO#65947		65962 FY15 PO Issue	FY 2015	27428		812,436.70	2,366,130.97						
			65818 FY15 PO Issue	FY 2015	27271	167,479.59		2,533,610.56						
FY2016	**Acct 1 PO# 67188 and PO 67499**		65790 FY15 PO Issue	FY 2015	27415		77,035.54	2,610,646.10						
	Acct 2 PO# 67400 & 67399		*PO 65947 FY15 Year-End PO Liquidation*	FY 2015			(45,285.65)	2,565,360.45				31,749.89		
			PO 65818 FY15 Year-End PO Liquidation	FY 2015		(121,541.98)		2,443,818.47				45,937.61		
			PO 65960 FY15 Year-End PO Liquidation	FY 2015		(1,314,475.89)		1,129,342.58				239,218.38		
	Bid No. B-15-12-COC		*PO 65962 FY15 Year-End PO Liquidation*	FY 2015			(661,885.20)	467,457.38				150,551.50		
			67188 FY16 PO Issue	**FY 2016**	**29046**	**900,000.00**		1,367,457.38	900,000.00	v	1,490,765.72			
			67499 FY16 PO Issue	FY 2016	29264	121,541.98		1,488,999.36	1,021,541.98	v	96,217.84			
			67400 FY16 PO Issue	FY 2016	29302		354,503.35	1,843,502.71	1,376,045.33	v	685,427.78			
			67399 FY16 PO Issue	FY 2016	29298		45,285.65	1,888,788.36	1,421,330.98	v	45,285.65			
			CO#1PO#67188 approved by Council 12/8/15 #15-572			**414,475.89**		2,303,264.25	1,835,806.87					
			CO#2 PO#67188 remove traffic signal at Peachtree/Fiske no longer in plans		**29887**	**(93,395.10)**		2,209,869.15	1,742,411.77					
			CO#3 PO#67188 modify drainage structure etc		**29902**	**39,581.13**		2,249,450.28	1,781,992.90					
			CO#4 PO#67188 modify lighting and electrical activity		**29903**	**(20,567.58)**		2,228,882.70	1,761,425.32					
			CO#5 PO 67188 Peachtree St Improvement Phase 2		**30278**	**55,478.46**		2,284,361.16	1,816,903.78					
			CO#1 PO 67400 Carry Forward of funds				307,381.85	2,591,743.01	2,124,285.63					
			CO#2 PO 67400 Addition of water main line				37,433.58	2,629,176.59	2,161,719.21					
			CO#6 PO#67188 approved by Council 7/26/16 #16-315		**30854**	**195,192.93**		2,824,369.52	2,356,912.14					
		85,003.71	^contingency balance--> Public Works					2,629,209.46						
		8,096.66	^contingency balance--> Utilities											
		93,100.37	Total contingency balance											
WS16EW	Claude H. Dyal WTP Elevated Walkway Improvements													
Op. Rev.		1,213,820.00	3/24/2015 VIII. 3.	2015-012		63-00								
Project Manager: Anna Hoang, Engineering		110,347.00	10% contingency authorized of $1,103,473											
account # 421-4055-536-63-00		1,103,473.00	exp authorized before contingency					Cumulative	FY16 cum					
	Brandes Design-Build, Inc. PO # 67359		FY15 PO Issue	FY 2015	27257	1,103,473.00		1,103,473.00			$ 800,374.00	$ 220,050.00	n/a	n/a
	Bid No. B-15-09-COC		*PO 65796 FY15 Year-End PO Liquidation*			(883,423.00)		220,050.00						
			FY16 PO Issue	FY 2016	29146	883,423.00		1,103,473.00	883,423.00					
			CO#1		29489	7,268.19		1,110,741.19	890,691.19					
			CO#2		30181	7,419.37		1,118,160.56	898,110.56					
			CO#3		30320	32,643.88		1,150,804.44	930,754.44					
		63,016	^contingency balance-->											
WS1001	Industrial Park Pump Station													
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138										
Project Manager: Anna Hoang		444,500.00	10% contingency authorized			63-00								
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency					Cumulative	FY16 cum					
	Brandes Design-Build. PO #67318		FY15 PO Issue	FY 2015	26451	4,445,000.00		4,445,000.00			$ 755,006.15	$ 2,959,457.53	n/a	n/a
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41		4,486,985.41						
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50		4,501,559.91						
	Quentin Hampton P.O. #67460		*PO 65207 FY15 Year-End PO Liquidation*			(1,542,102.38)		2,959,457.53						
			FY16 PO Issue PO# 67318	FY2016	29192	**1,542,102.38**		4,501,559.91	1,542,102.38	v	$ 697,587.84			
			TO 2015-67 P.O. 67455 TO CH2M for Scada Programing		29315	21,434.07		4,522,993.98	1,563,536.45	v	$ 7,136.54			
			PO# 67460 to QLH for SDC		29381	53,001.11		4,575,995.09	1,616,537.56	v	$ 50,281.77			
	CH2M PO #67455		*CO # 1 PO 67460 Additional Services Industrial Park*		29593	23,033.00		4,599,028.09	1,639,570.56					
			CO#1 PO 67318		29647	53,686.38		4,652,714.47	1,693,256.94					
			CO#2 install electronic indicators PO 67318		30007	8,917.65		4,661,632.12	1,702,174.59					
			CO#2 additional inspection services PO# 67460		30758	18,000.00		4,679,632.12	1,720,174.59					
		209,868	^contingency balance-->											

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #		All Fiscal Years Cumulative	FY16 Cum.		FY2016 Expenditures	FY2015 Expenditures	FY2014 Expenditures	FY2013 Expenditures
WS1117	SCADA Support Hardware Integration Services													
Op. Rev.		3,145,938.40	8/12/14 VIII.5	2014-090										
Project Manager:		231,664.40	10% contingency authorized			63-00	64-00							
account #421-4055-536.63-00		2,316,644.00	exp authorized before contingency											
		597,630.00	Change order to support the Repair of Deficiencies 8-25-15 V.5					Cumulative	FY16 cum					
	CH2M Hill Engineers, Inc. PO# 64202		FY14 PO Issue	FY 2014	25301		2,316,644.00	2,316,644.00			$ 820,777.73	$ 1,544,805.10	$ -	n/a
	Task Order 2014-58		*FY14 Year-End PO Liquidation for Task Order 2014-58*				(2,316,644.00)	-						
	CH2M Hill Engineers, Inc. PO# 64883		*FY 2015 PO Issue*	FY 2015	26194		2,316,644.00	2,316,644.00						
					26634		(2,316,644.00)							
			CO#1-account number change only 421-4055-536.63-00		26634	2,253,869.00	62,775.00	2,316,644.00						
			CO#2-to support the repair of deficiencies identified through execution of the original task		28276	597,630.00		2,914,274.00						
			CO#3-to correct CO#2 Internal use only to put into right account		n/a			2,914,274.00						
			FY15 Year-End PO Liquidation			(1,369,468.90)	-	1,544,805.10						
	CH2M Hill Engineers, Inc. FY2016 PO# 67262		FY16 PO Issue	FY2016	29089	1,369,468.90	-	2,914,274.00	1,369,468.90					
	Same project, different task orders, not from "contingency"													
	CH2M Hill Engineers, Inc. PO# 67260													
	CH2M Hill Engineers, Inc. PO# 67261													
	CH2M Hill Engineers, Inc. PO# 67263													
	CH2M Hill Engineers, Inc. PO# 67264													
		231,664	^contingency balance-->											
WS1426	Dyal Water Treatment Plant Switchgear & Generator Closed Loop Transition Upgrade													
Op. Rev.		645,947.00	7/8/14 V.3	2014-064										
		120,100.00	3/10/15, V.2	no Resolution: project amendment										
Project Manager: Joe DeGiovine		47,804.00	10% contingency authorized			63-00								
account #421-4055-536.63-00		478,043.00	exp authorized before contingency					Cumulative	FY16 cum					
	IEM Power Systems LLC PO# 64076		FY14 PO Issue	FY 2014	25120	478,043.00		478,043.00			$ 240,106.37	$ 246,351.60	$ -	n/a
	Bid No. B-14-12-COC		*FY14 Year-End PO Liquidation*			(478,043.00)		-						
	IEM Power Systems LLC PO#65274		FY15 PO Issue	FY 2015	26591	478,043.00		478,043.00						
	Bid No. B-14-12-COC		*CO #1 add funds by Council Approval 3/10/15, V2*		27169	110,600.00		588,643.00						
			FY15 Year End PO Liquidation			(342,291.40)		246,351.60						
	IEM Power Systems LLC FY2016 PO#67525		FY16 PO Issue	FY2016	29418	342,291.40		588,643.00	342,291.40					
			CO#1 rental of storage POD		30635	345.00		588,988.00	342,636.40					
			CO#2 add'l costs for delay in construction		30658	1,750.00		590,738.00	344,386.40					
			CO#3 add'l costs for delay in construction		30676	4,050.00		594,788.00	348,436.40					
		41,659	^contingency balance-->											

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #		All Fiscal Years Cumulative	FY16 Cum.		FY2016 Expenditures	FY2015 Expenditures	FY2014 Expenditures	FY2013 Expenditures
WS1222	BNR Process Improvements													
DER restricted + Op.Rev		2,970,900.00	08/13/13 VIII.7	2013-083										
account #421 4120 536 63-00 + 64-00		191,900.00	contingency authorized											
		2,779,000.00	constr' exp authorized before contingency											
	Brandes Design-Build, Inc. PO# 62086													
	Bid No. B-13-11-COC	86,000	7/28/15 VIII. 3. for Maxwell Contracting	2015-037										
	$5k reimburse check for overpmt of retainage in error - NOT a change order	10,000	contingency authorized for emergency task order			63-00	64-00							
	Brandes Design-Build, Inc. PO# 62605	76,000	Emergency Task Order authorized ($76k before task order contingency)											
	Bid No. B-13-11-COC													
								Cumulative	FY16 cum					
	Brandes Design-Build, Inc. PO# 64940			FY2012		-	-	-						
	Bid No. B-13-11-COC			FY2013	22658	1,250,550.00	1,528,450.00	2,779,000.00		$	45,175.49	$ 675,526.65	$ 2,023,431.73	$ 50,000.00
	[9[		*FY13 Year-End PO Liquidation*			(1,200,550.00)	(1,528,450.00)	50,000.00						
			FY14 PO Reissue	FY2014	23304	1,200,550.00	1,528,450.00	2,779,000.00						
	Brandes Design-Build, Inc. FY2016 PO# 67346		CO #1 Modification to drain lines in BNR tanks		24840	22,776.29		2,801,776.29						
			FY14 Year-End PO Liquidation				(728,344.56)	2,073,431.73						
								2,073,431.73						
			FY15 PO Reissue	FY2015	26276	728,344.56		2,801,776.29						
			CO #2 Exploratory excavation		26423	11,040.00		2,812,816.29						
			CO #3 Cable Tray		27079	5,978.14		2,818,794.43						
			CO #4 to Remove Sludge		27209	10,000.00		2,828,794.43						
			FY15 Year End PO Liquidation			(79,836.05)		2,748,958.38						
			FY16 PO Issue	FY2016	29212	79,836.05		2,828,794.43	79,836.05					
			CO#1		29329	(5,000.00)		2,823,794.43	74,836.05					
			CO#2		29212	4,151.50		2,827,945.93	78,987.55					
			CO#3		29905	5,327.32		2,833,273.25	84,314.87					
			CO#4		30046	(5,327.32)		2,827,945.93	78,987.55					
	SISCO PO 68047		SISCO PO#68047 EVALUATE/REPAIR 4 ELECTRIC VALVE ACTUATORS		30111	5,085.16		5,085.16	5,085.16	$	5,085.16			
	Maxwell Contracting, Inc. FY2015 PO#066365		Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00		76,000.00	-	$	-	$ 76,000.00	n/a	
	Emergency - compromise of existing expansion joint					this portion is complete; project is incomplete								

137,869 ^contingency balance--> for Brandes Design-Build
10,000 ^contingency balance--> for Maxwell Contracting

Legislation Details (With Text)

File #:	16-427	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/13/2016			**In control:**	City Council
On agenda:	9/27/2016			**Final action:**	
Title:	Review The Employee Health Center usage report provided by CareATC. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa August 2016 Dashboard				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 13, 2016
Agenda Date: September 27, 2016
Prepared By: Patsy Porter, Human Resources Coordinator
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Review The Employee Health Center usage report provided by CareATC.

BACKGROUND:

The Employee Health Center is a benefit at no cost to the employee that provides for primary health care, pre-packaged generic prescriptions, and lab services. The model of the center focuses on primary and preventive care with the goal of reducing claims on the City's medical plan. Provided is the utilization report that covers the timeframe during the month of August, there were 477 usage encounters with a total of 349 prescriptions dispensed. Some of the appointments at the Employee Health Center were for the Personal Health Assessments (PHAs), resulting in a total of 92 chronic diseases identified.

STRATEGIC PLAN CONNECTION:

Offering the Employee Health Center as an employee benefit aids in retaining qualified employees and helps contain the City's health care costs which aids in the City's financial sustainability go

BUDGETARY IMPACT:

Budgeted N/A

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

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Information item only.

Cocoa Health Center Usage Dashboard Total Since Inception

						Chronic Disease Management										
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use		Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Total	**6,840**	**572**	**449**	**123**	**373**	**241**	**369**	**613**	**291**	**81**		**1,126**	**1,459**	**537**	**681**	**5,713**

** Unique visit: Number of individual patients that have visited the Health Center since opening (a single unique visitor may have had multiple appointments)*

City of Cocoa
Health Center Usage Dashboard Year 2

						Chronic Disease Management										
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use	Unique Chronic	Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Year Two Health Fair PHAs July 2015															114	
Sep-15	316	162	143	19	22	11	19	18	31	2	50	63	81	33	21	207
Oct-15	372	156	133	23	25	7	17	25	21	0	45	70	39	39	26	385
Nov-15	284	153	126	27	17	20	14	30	12	0	32	41	76	2	2	179
Dec-15	275	152	120	32	17	8	10	30	7	1	24	32	56	5	3	213
Jan-16	254	144	112	32	9	10	7	9	7	2	26	28	35	3	6	218
Feb-16	319	131	96	35	11	16	8	28	15	0	22	28	67	2	1	259
Mar-16	362	182	141	41	22	10	13	27	11	0	28	34	61	3	7	359
Apr-16	368	177	142	35	15	10	17	56	12	1	37	41	96	2	0	417
May-16	379	167	136	31	18	7	7	49	9	7	35	41	79	3	1	279
Jun-16	431	192	155	37	14	13	15	40	9	0	35	77	33	20	136	266
Jul-16	463	216	186	30	15	17	17	60	8	2	50	104	43	85	35	369
Aug-16	477	227	191	36	17	11	20	46	14	1	46	54	92	45	24	349
Total	**4,300**				**202**	**140**	**164**	**418**	**156**	**16**		**613**	**758**	**242**	**376**	**3,500**

** Unique visit: Number of individual patients that have visited the Health Center each month (a single unique visitor may have had multiple appointments)*

City of Cocoa
Health Center Usage Dashboard Year 1

						Chronic Disease Management										
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use	Unique Chronic	Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Year One Health Fair PHAs July 2014															134	
Sep-14	146	100	90	10	6	12	22	20	10	7	32	37	71	33	38	71
Oct-14	248	148	130	18	16	8	30	33	5	9	52	59	85	72	16	186
Nov-14	168	114	92	22	16	5	14	13	10	5	35	36	47	23	16	120
Dec-14	183	92	74	18	15	5	17	17	6	5	34	37	50	20	11	170
Jan-15	219	96	85	11	12	4	22	14	11	6	37	45	57	18	14	119
Feb-15	185	93	80	13	14	7	11	10	12	3	30	33	43	9	9	183
Mar-15	238	96	83	13	10	7	16	10	14	7	34	41	54	4	7	229
Apr-15	238	88	70	18	12	11	13	18	11	1	28	38	54	2	5	264
May-15	239	86	73	13	27	7	8	15	14	6	30	40	50	2	6	194
Jun-15	197	114	93	21	9	7	4	7	6	5	18	23	29	1	3	205
Jul-15 Added 4 hrs	276	119	102	17	22	15	17	17	10	5	40	50	64	41	21	284
Aug-15	203	177	150	27	12	13	31	21	26	6	63	74	97	70	25	188
Total	**2,540**				**171**	**101**	**205**	**195**	**135**	**65**		**513**	**701**	**295**	**305**	**2213**

** Unique visit: Number of individual patients that have visited the Health Center each month (a single unique visitor may have had multiple appointments)*

Legislation Details (With Text)

File #:	16-430	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/14/2016			**In control:**	City Council
On agenda:	9/27/2016			**Final action:**	
Title:	New local business tax receipts. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	9-27-16 New local business tax receipts.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 14, 2016
Agenda Date: September 27, 2016
Prepared By: T. Scott Davis, MCP, Building Official
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
New local business tax receipts

BACKGROUND:

Attached City Council will find a report identifying recipients of new local business tax receipts (occupational licenses) for September 1, 2016 - September 14, 2016. Please keep in mind that some may represent businesses that let their business tax receipt (occupational license) expire and subsequently applied for a new local business tax receipt.

STRATEGIC PLAN CONNECTION:

None.

BUDGETARY IMPACT:

None.

PREVIOUS ACTION:

None.

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RECOMMENDED MOTION:
None, this is an information agenda item.

LIC #	BUSINESS NAME BUSINESS ADDRESS	ISSUED	TYPE	CLASSIFICATION	BUS PHONE #
16-00007476	CHINA DRAGON RESTAURANT INC. 1070 CLEARLAKE RD COCOA FL 32922-4407	9/02/16	NEW	Food Services and Drinking Places	321-632-7998
16-00007481	MUJAZZI BARBER SHOP AND BOUTIQ 808 FORREST AVE 3 UN COCOA FL 32922	9/08/16	NEW	Personal and Laundry Services	772-940-1485
16-00007483	NZA ENTERPRISES INC. DBA: IGNI 513 S COCOA BLVD SUITE C COCOA FL 32922	9/12/16	NEW	Miscellaneous Store Retailers	321-735-4571
16-00007482	SKY LIMITS AUTO INC. 950 N COCOA BLVD 22 UN COCOA FL 32922-0008	9/08/16	NEW	Nonstore Retailers	321-632-0675
16-00007475	THE NET HOUSE 3370 GRISSOM PKWY #B COCOA FL 32926	9/02/16	NEW	Textile Product Mills	321-631-6668

Legislation Details (With Text)

File #:	16-437	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/15/2016			**In control:**	City Council
On agenda:	9/27/2016			**Final action:**	
Title:	Code Enforcement Cases for September 2016. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Code Enforcement Cases For Sep. 14 2016 (2).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 15, 2016
Agenda Date: September 27, 2016
Prepared By: Chris Counsellor, Code Enforcement Supervisor
Through: Steven P. Belden AICP, Community Services Director
Requested Action:
Informational Item - Code Enforcement Cases September 2016

BACKGROUND:

The attached report contains Code Enforcement activity and cases for the month of September.

STRATEGIC PLAN CONNECTION:

Community development is impacted by Code Enforcement activity.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Informational Item - Code Enforcement Cases September 2016

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CODE ENFORCEMENT CASES FOR SEPTEMBER 2016

Case Type	2016	2015
New	73	79
Follow-up Inspections	94	80
Cases Complied	50	-
Abatement (Grass & Weeds)	27	33
***Code Enforcement Board scheduled**	15	4
****Complied**	8	0
Non-Compliance	12	4
Snipe Signs (Pick-Up)	330	90

Report numbers from 8-18-2016 to 9-15-2016

*Code Enforcement Board Cases show original number scheduled before complied or tabled

