City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Wednesday, September 23, 2020

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 20-614 Approve the Agenda for the Regular meeting of September 23, 2020, as presented or with amendments.

Attachments: 09-23-2020 Short Agenda ADA.pdf

MINUTES:

II.2(a) 20-615 Approve the Minutes of the Regular meeting of August 12, 2020, as written or with amendments.

Attachments: 08-12-2020 Minutes ADA.pdf

EXHIBITS A,B,D - E-Comments.pdf

EXHIBIT C- Arbor Mitigation Fund Presentation.pdf

III. AWARDS AND PRESENTATIONS:

III.1 20-562 Update on the status of the Family Promise of Brevard Lease Agreement for the former fire station #1 administrative offices facility and direction to publish a Request for Proposals for the redevelopment of the 114 First Street property. (Tara Pagliarini)

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. REPORTS:

VI. CONSENT AGENDA:

VI.1 20-539 Approve the FY2021 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior - U.S. Geological Survey for Water Quality Sampling and Water Level Measurements; Pending Approval of the FY2021 Budget. (Utilities Director)

Attachments: Cover Letter - JFA.pdf
Joint Funding Agreement.pdf

VI.2 20-552 Approve a one-year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2020 through September 30, 2021 with an estimated premium of $998,385 pending approval of the FY2021 budget. (Administrative Services Director)

Attachments: 0105 City of Cocoa CRM 20.21 Renewal Proposal.pdf

VI.3 20-583 Approve Task Order 2021-15 with Jacobs Engineering Group (Jacobs) for Program Management Services for Operating Revenue (OR) Projects, Project No. WS1221 and Task Order 2021-14 for Plan Review Services to include Engineering Land Development Review, Project No. WS1221; Pending Approval of the FY2021 Budget.

Attachments: TO-JACOBS 2021-15 $453926-UT-ENG.pdf
Task Order 2021-15 Cocoa Program Management FY 2021 for OR Projects.pdf
TO-JACOBS 2021-14 $178052-UT-ENG.pdf
Task Order 2021-14 Cocoa Program Plan Review, Permitt Assist, Utility Suppor
02_05_2020 Agreement for Continuing Engineering Services for Water System.

VI.4 20-616 Authorize the City Manager to approve the annual purchase orders for electrical utilities as they relate to electrical consumption only and Verizon for the Police Department for FY2021. (Finance Director)

VI.5 20-628 Approve change order adding additional funds to Blanket PO#75715 for the purpose of making sole source purchases of Neptune Water Meters and related hardware from Sunstate Meter & Supply Inc for the remaining FY20. (Finance Director)

Attachments: PO 75715.pdf
06-30-2020 Journal.pdf
Sunstate-Neptune Sole Source Letter.pdf
Sunstate Approved ECP Form.pdf
Sunstate Cover Letter - Neptune Pricing 5-28-20.pdf
Neptune R900 System Nature Letter.pdf

VI.6 20-634 Authorize City Manager to sign a Solutions Agreement with Central Square Technologies (formerly Superion, LLC), to provide Naviline Public Administration applications. (Chief Technology Officer)

Attachments: Cocoa FL CentralSquare Solutions Agreement Renewal Q-27479 R 9.18.20.doc
ASP Order Executed.pdf

VII. PUBLIC HEARINGS:

VII.1 20-543 Approval of a large scale Future Land Use MAP (FLUM) AMENDMENT consistent with Florida Statute Chapter 163 for Applicant and City initiated requests to change the Future Land Use Map designation of fifty-nine (59) parcels from Brevard County "Residential 2 Units Per Acre - R2" to City of Cocoa "Low Density Residential - LDR" with conditions. (Community Services Director)

Attachments: Ordinance 04-2020_FLUM Amendment Cape Canaveral Heights to LDR.pdf
Exhibit A - Parcel Map.pdf
RECORDED - Pre-Annexation Development Agreement.pdf
Cocoa-Cape Canaveral Heights FLU Map.pdf
Cocoa-Cape Canaveral Heights Location Map 6-2-20.pdf
FLUM Application.pdf
Legal Ad Proof (CC) - FLUM.pdf

VII.2 20-588 Ordinance No. 14-2020 / Acceptance of annexation petition and 1st Reading: Annexing approximately .6 acres of real property located in unincorporated Brevard County (as described in Exhibit "A") into the City of Cocoa in accordance with Chapter 171.044 of the Florida Statutes and Appendix A, Article VI of the City of Cocoa Code. (Community Services Director)

Attachments: Ordinance 14-2020 4050 W King St. Annexation 9-3-20.pdf
Exhibit A Ord 14-2020 Annexation 4050 W King St 9-3-20.pdf
Exhibit B Ord 14-2020 Annexation 4050 W King St 9-3-20.pdf

VII.3 20-600 Conduct final Public Hearing to approve the City of Cocoa's FY 2020/2021 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements. (Community Services Director)

Attachments:
- Exhibit A- Final Action Plan 20-21.pdf
- Exhibit B-FINAL STATEMENT OF CDBG PROJECTS FOR FY 2020.docx
- Exhibit C- Florida Today Ads First and Final.pdf
- Exhibit D- City Clerk's Journal Page 4, 2-26-2020.pdf
- Exhibit E- Certifications.pdf
- Exhibit F- Map of Cocoa.pdf
- Exhibit G- Cocoa CRA Map.pdf
- Exhibit H- Census Tracts Cocoa Map.pdf

VII.4 20-605 Approval of an Amendment to a previously approved PUD / a Rezoning (Ordinance 15-2020) of one (1) parcel from Brevard County (GU) to City of Cocoa (PUD) and incorporating into Phase One-C Final PUD / and a Preliminary Subdivision consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code with conditions. (Community Services Director)

Attachments:
- Ord 15-2020 - Adamson Creek One-C PUD.pdf
- Ordinance Exhibit 1.pdf
- Ordinance Exhibit 2-a.pdf
- Ordinance Exhibit 2-b.pdf
- Exhibit A - Civil Plans.pdf
- Exhibit B - Preliminary Plat.pdf
- Exhibit C - Location Map.pdf
- Exhibit D - Proposed Amenity Schedule.pdf
- Exhibit E - Drainage Analysis.pdf
- Exhibit F - Geosyntec Final Review Comments 08-17-2020 signed.pdf
- Exhibit G - 5th DA Modification to Adamson Creek.pdf
- Exhibit H - Drainage Easement Phase 1A.pdf

VII.5 20-612

Approve Resolution 2020-206 adopting the Final Millage Rate of 5.9790 mills for the City of Cocoa Fiscal Year 2021 commencing on October 1, 2020 and ending on September 30, 2021, which represents an increase of 2.60% over the rolled-back rate of 5.8274.

Approve Resolution 2020-207 adopting the Final Budget and CIP for the City of Cocoa for the Fiscal Year 2021 commencing on October 1, 2020 and ending on September 30, 2021. (Finance Director)

Attachments: Rev-Exp By Fund Activity Summary FY21 Proposed Budget.pdf
Resolution Adopting the Final Millage Rate 2020-206.doc
Resolution Adopting the Final Budget 2020-207doc.doc

VIII. COUNCIL BUSINESS:

VIII.1 20-602

Seek Council direction on permitting upcoming special events at City facilities. (Assistant to the City Manager/Public Relations Specialist)

Attachments: The Annual Village Idiot Fun Run and Concert Special Event November 6.docx

VIII.2 20-603

City Council approval of the revised scope of services agreement with Historic Cocoa Village Main Street as part of their Municipal Services Agreement with the City of Cocoa. (Assistant to the City Manager/ PR Specialist)

Attachments: Addendum to Greater Cocoa Community Partnership Municipal Services Agree
07_24_19 Termination of Municipal Services Agreement (Recorded).pdf
07_24_19 Municipal Services Agreement (Recorded).pdf

VIII.3 20-620

Consider the reappointments of Mr. Elliott Zimmerman and Mr. Milton Norris Park as members of the Board of Trustees for the Firefighters' Retirement Plan through September 30, 2024. (Administrative Services Director)

Attachments: 09_15_20 Intent to Reapply Elliott Zimmerman.pdf
09_15_20 Intent to Reapply Norris Park.pdf
Fire Pension Roster.pdf

VIII.4 20-623 Staff requests the City Council recognize the dissolution of the US1 Corridor Community Redevelopment Agency effective September 30, 2020. Staff also requests Council to recognize that all assets of the US 1 Corridor CRA be transferred to the City of Cocoa through a Special Warranty Deed and Bill of Sale. (Community Services Director)

Attachments: 9-14 US 1 Bill of Sale Signed.pdf
9-14 US 1 Resol Sunset Signed.pdf
9-14 US 1 Sp Warranty Deed Signed.pdf
Parcel ID 24-36-28-00-12-7.pdf
Parcel ID 24-36-28-BY-5.pdf

VIII.5 20-635 Approve Resolution 2020-208 naming the City's 250' T-Dock the "Capt. Ed Lanni T-Dock." (Interim City Manager)

Attachments: Resolution 2020-XX Capt. Ed Naming of T-Dock.docx

VIII.6 20-642 Approve the current Code Enforcement Lien for the property located at 3649 Crossbow Dr., be reduced to $500.00 as recommended by the Code Enforcement Board. (Chief of Police)

Attachments: Lien Reduction Application 3649 Crossbow Dr..pdf
Brevard County Property Apprasier.pdf
Signed Board Order.pdf
Order Imposing.pdf
Cost Affidavit Form -3649 Crossbow Dr.xlsx
Staff Report for Lien Reduction-3649crosse.docx

IX. CITY BUSINESS:

IX.1 20-599 Approve the Memorandum of Understanding between the City of Cocoa and the Coastal Florida Police Benevolent Association (PBA) to amend Article 28 Wages for Fiscal Year 2021. (Administrative Services Director)

Indexes: Labor; labor union; PBA

Attachments: Cocoa PBA Agreement to Amend - Article 28 Wages FY21.pdf
PBA Rank and File FY19-21 (w MOUs).pdf

IX.2 20-604 Approve the three-year contract between the City of Cocoa and the Coastal Florida Police Benevolent Association (PBA) Lieutenants for the contract term of October 1, 2020 through September 30, 2023.

Indexes: Labor; labor union; PBA; Union

Attachments: PBA Lieutenants FINAL Contract FY21-23.pdf

IX.3 20-638 Authorize Staff to proceed with refinancing Outstanding Florida Department of Environmental Protection State Revolving Loans through Private Placement of a Bank Loan not to Exceed $23,000,000. (Finance Director)

MULTI-YEAR CONTRACTS:

IX.4 20-542

To Award Bid # B-20-19-COC, “Dyal Water Treatment Chemicals” to:

1. Praxair, Inc., Burr Ridge IL, for Liquid Oxygen;
2. Tropichem Enterprises, Jupiter FL, for Wisprofloc-Starch;
3. Carmeuse Americas, Pittsburgh PA, for Quicklime;

To Approve the First Amendment to Purchase Agreement with

1. Matheson Tri-Gas, Inc., Irving, TX for Carbon Dioxide;
2. Tanner Industries, Inc., Southhampton PA, for Anhydrous Ammonia;
3. Kemira Water Solutions, Inc., Bartow FL, for Ferric Sulfate;
4. Allied Universal Corp., Miami FL, for Sodium Hypochlorite;

To Approve the Second Amendment to Purchase Agreement with

1. Brenntag Mid-South, Inc., Orlando FL, for Liquid Chlorine;
2. Genesis Alkali LLC, Philadelphia PA, for Soda Ash as shown in Exhibit “A”

To further Authorize the City Manager to negotiate the contracts for Praxair, Inc., Tropichem Enterprises and Carmeuse Americas and approve Change Orders in an Amount not to Exceed the Total FY2021 Budget for Chemicals and to Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchases of Cal Flo Liquid Lime from Burnett Lime Co., Inc., Campobello SC; and LT27 Polymer from Fort Bend Services, Inc., Stafford, TX for the Dyal Water Treatment Plant and the Jerry Sellers Water Reclamation Facility for FY2021; Pending Approval of the FY2021 Budget (Utilities Director)

Attachments: Bid Summary.pdf
Bid Tabulation Sheet (B-20-19-COC).pdf
B-20-19-COC Bid Opening Sign In Sheet.pdf
Addendum 3_B20-19-COC.pdf
Notification of Award_PRAXAIR_B-20-19-COC (Liquid Oxygen) - Cocoa, FL - 2(
Notification of Award_TROPICHEM_B-20-19-COC.pdf
Notification of Award_CARMEUSE_B-20-19-COC.pdf
1st Amendment - Tanner Industries B-20-01-COC (2).pdf
1st Amendment - Kemira B-20-01-COC.pdf
1st Amendment - Allied Universal B-20-01-COC.pdf
2nd Amendment - Brenntag B-20-01-COC.pdf
2nd Amendment B-19-02-COC Signed by Genesis Alkali Sept 4 2020.pdf
2nd Amendment - Matheson B-20-01-COC.pdf
Exhibit A - Chemicals.xlsx
Exempt Vendor Listing FY21.pdf

IX.5 20-608 Approve a Multi-Year Contract with G4s Secure Solutions (USA) Inc. through Florida State Term Contract 92121500-20-1 and allow the City Manager to sign the contract.
Approve the Purchase Order, pending the adoption of the FY 2021 Budget, in the amount of $49,100.00. (Finance Director)

Attachments: UT-CS-21-PGB-G4S-001-00.pdf
G4S Secure Solutions (USA) Inc. Contract-2.pdf
City of Cocoa DMS Level III 2020 2021.xls

IX.6 20-617 Approve the Third Amendment to Bid # B-19-05-COC, renewing the mowing contract to U.S. Lawns for the second and final one-year extension for contract mowing services from October 1, 2020 to September 30, 2021 for $117,300, and amending the Mowing Contract to U.S. Lawns for Fiscal Year 2021 Contract Mowing Services in the additional amount of $85,930 for additional areas due to the unavailability of the Inmate Work Squad, pending the Approval of FY2021 Budget. Authorize the City Manager to issue the purchase order. (Public Works Director)

Attachments: US Lawns_3rd Amendment (Mowing Maintenance) B-19-05-COC.pdf
US Lawns_Covid-19 additional 10 cut Lawn Maint Quote.pdf
US Lawns_Lee Weener Park_Lawn Maint Quote.pdf
US Lawns_Original Contract Agreement.pdf

X. INFORMATIONAL AGENDA:

X.1 20-582 Fire Incident Summary Report for August 2020 (Fire Chief)

Attachments: August 2020 Cocoa Fire Rescue By Incident Type Report.pdf

X.2 20-597 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 08/31/2020. (Finance Director)

Attachments: PO Monthly Report to City Council 10.01.19 thru 08.31.20.pdf

X.3 20-607 Review of City of Cocoa and LIUNA Memorandum of Understanding regarding wages and health insurance. (Administrative Services Director)

Indexes: LIUNA

Attachments: LIUNA Contract 10-1-18 to 9-30-21.pdf
Cocoa LIUNA Article 14 Wages and 15 Health Insurance MOU (9-10-20).pdf

X.4 20-609 FY 2020 Budget Adjustment Report. (Finance Director)

Attachments: August FY 2020 EXPENSE Budget Tracking Worksheet.pdf
August FY 2020 REVENUE Budget Tracking Worksheet.pdf

X.5 20-610 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: August 2020 Contigency Report.pdf

X.6 20-611 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 August 2020.pdf

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

Due to the COVID-19 Emergency and the closing of City Hall to the public to limit public gatherings in accordance with Federal and State directives, the City of Cocoa will be utilizing Communications Media Technology (CMT) for upcoming City Council meetings pursuant to the Governor's Executive Order Number 20-69 and Florida Statutes, Section 120.54(5)(b)(2), specifically one or more members of the City Council may attend and participate by speakerphone. Interested persons are encouraged to view and listen to the meeting by accessing the meeting at the following internet addresses:

(1) https://tinyurl.com/s5e875r or
(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody

In addition, interested persons may submit their written comments or questions regarding the meeting prior to and during the meeting through Email, via the following email address: meetings@cocoafl.org. For more information about this CMT meeting or to provide information to be considered at this meeting, contact the City Clerk at the contact information stated above.

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

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

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

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

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

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

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

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

Legislation Details (With Text)

File #:	20-614	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	9/11/2020			**In control:**	City Council
On agenda:	9/23/2020			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of September 23, 2020, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	09-23-2020 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 11, 2020
Agenda Date: September 23, 2020
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of September 23, 2020, 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 23, 2020, as presented or with amendments.

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Agenda
City of Cocoa
Regular Meeting of The City Council

Date: September 23, 2020
Time: 6:00 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of September 23, 2020 (20-614)

2. Minutes: (a) Regular Meeting of August 12, 2020 (20-615)

III. Awards and Presentations:

1. Update on the status of the Family Promise of Brevard Lease Agreement for the former fire station #1 administrative offices facility and direction to publish a Request for Proposals for the redevelopment of the 114 First Street property. (20-562). (Tara Pagliarini)

IV. Delegations:

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

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V. Reports:

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

VI. Consent Agenda:

1. Approve the FY2021 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior - U.S. Geological Survey for Water Quality Sampling and Water Level Measurements; Pending Approval of the FY2021 Budget. (20-539). (Utilities Director)

2. Approve a one-year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2020 through September 30, 2021 with an estimated premium of $998,385 pending approval of the FY2021 budget. (20-552). (Administrative Services Director)

3. Approve Task Order 2021-15 with Jacobs Engineering Group (Jacobs) for Program Management Services for Operating Revenue (OR) Projects, Project No. WS1221 and Task Order 2021-14 for Plan Review Services to include Engineering Land Development Review, Project No. WS1221; Pending Approval of the FY2021 Budget. (20-583). (Utilities Director)

4. Authorize the City Manager to approve the annual purchase orders for electrical utilities as they relate to electrical consumption only and Verizon for the Police Department for FY2021. (20-616). (Finance Director)

5. Approve change order adding additional funds to Blanket PO#75715 for the purpose of making sole source purchases of Neptune Water Meters and related hardware from Sunstate Meter & Supply Inc for the remaining FY20. (20-628). (Utilities Director)

6. Authorize City Manager to sign a Solutions Agreement with Central Square Technologies (formerly Superion, LLC), to provide Naviline Public Administration applications. (20-634). (Interim City Manager)

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1. Approval of a large scale Future Land Use MAP (FLUM) AMENDMENT consistent with Florida Statute Chapter 163 for Applicant and City initiated requests to change the Future Land Use Map designation of fifty-nine (59) parcels from Brevard County “Residential 2 Units Per Acre - R2” to City of Cocoa “Low Density Residential - LDR” with conditions. (20-543). (Community Services Director)

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5. (a) Approve Resolution 2020-206 adopting the Final Millage Rate of 5.9790 mills for the City of Cocoa Fiscal Year 2021 commencing on October 1, 2020 and ending on September 30, 2021, which represents an increase of 2.60% over the rolled-back rate of 5.8274.

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VIII. Council Business:

1. Seek Council direction on permitting upcoming special events at City facilities. (20-602). (Assistant to the City Manager/PR Specialist)

2. Approval of the revised scope of services agreement with Historic Cocoa Village Main Street as part of their Municipal Services Agreement with the City of Cocoa. (20-603). (Assistant to the City Manager/PR Specialist)

3. Consider the reappointments of Mr. Elliott Zimmerman and Mr. Milton Norris Park as members of the Board of Trustees for the Firefighters' Retirement Plan through September 30, 2024. (20-620). (Administrative Services Director)

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5. Approve Resolution 2020-208 naming the City's 250' T-Dock the "Capt. Ed Lanni T-Dock." (20-635). (Interim City Manager)

6. Approve the current Code Enforcement Lien for the property located at 3649 Crossbow Dr., be reduced to $500.00 as recommended by the Code Enforcement Board. (20-642). (Chief of Police)

IX. City Business:

1. Approve the Memorandum of Understanding between the City of Cocoa and the Coastal Florida Police Benevolent Association (PBA) to amend Article 28 Wages for Fiscal Year 2021. (20-599). (Administrative Services Director)

2. Approve the three-year contract between the City of Cocoa and the Coastal Florida Police Benevolent Association (PBA) Lieutenants for the contract term of October 1, 2020 through September 30, 2023. (20-604). (Administrative Services Director)

3. Authorize Staff to proceed with refinancing Outstanding Florida Department of Environmental Protection State Revolving Loans through Private Placement of a Bank Loan not to Exceed $23,000,000. (20-638). (Finance Director)

Multi-Year Contracts:

4. Award Bid # B-20-19-COC, "Dyal Water Treatment Chemicals" to:
    1. Praxair, Inc., Burr Ridge IL, for Liquid Oxygen;
    2. Tropichem Enterprises, Jupiter FL, for Wisprofloc-Starch;
    3. Carmeuse Americas, Pittsburgh PA, for Quicklime.

To Approve the First Amendment to Purchase Agreement with

1. Matheson Tri-Gas, Inc., Irving, TX for Carbon Dioxide;
2. Tanner Industries, Inc., Southhampton PA, for Anhydrous Ammonia;
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To Approve the Second Amendment to Purchase Agreement with

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2. Genesis Alkali LLC, Philadelphia PA, for Soda Ash as shown in Exhibit "A"

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X. Informational Agenda:

1. Fire Incident Summary Report for August 2020. (20-582). (Fire Chief)

2. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 08/31/2020. (20-597). (Finance Director)

3. Review of City of Cocoa and LIUNA Memorandum of Understanding regarding wages and health insurance. (20-607). (Administrative Services Director)

4. FY 2020 Budget Adjustment Report. (20-609). (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. (20-610). (Finance Director)

6. Data showing the relation between the estimated and actual income and expenses to date. (20-611). (Finance Director)

XI. Adjournment:

XII. Notice To The Public:

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.

Due to the COVID-19 Emergency and the closing of City Hall to the public to limit public gatherings in accordance with Federal and State directives, the City of Cocoa will be utilizing Communications Media Technology (CMT) for upcoming City Council meetings pursuant to the Governor's Executive Order Number 20-69 and Florida Statutes, Section 120.54(5)(b)(2), specifically one or more members of the City Council may attend and participate by speakerphone. However, interested persons are encouraged to view and listen to the meeting by accessing the meeting at the following internet addresses:

(1) https://tinyurl.com/s5e875r or

(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody

In addition, interested persons may submit their written comments or questions regarding the meeting prior to and during the meeting through Email, via the following email address: meetings@cocoafl.org. For more information about this CMT meeting or to provide information to be considered at this meeting, contact the City Clerk at the contact information stated above.

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

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

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

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

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

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

Legislation Details (With Text)

File #:	20-615	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	9/11/2020			**In control:**	City Council
On agenda:	9/23/2020			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of August 12, 2020, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	08-12-2020 Minutes ADA.pdf EXHIBITS A,B,D - E-Comments.pdf EXHIBIT C- Arbor Mitigation Fund Presentation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 11, 2020
Agenda Date: September 23, 2020
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of August 12, 2020, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of August 12, 2020, as written or with amendments

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MINUTES
City of Cocoa
Regular Meeting of The City Council

August 12, 2020

A Regular City Council Meeting was held on Wednesday, August 12, 2020, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

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

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

The City Clerk took the roll.

PRESENT:	Jake Williams, Jr.	Mayor
	James Goins	Deputy Mayor
	Don Boisvert	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	Matt Fuhrer	Interim City Manager
	Carie Shealy	City Clerk
ABSENT:	Brenda Warner	Councilmember (arrived at 7:23 p.m.)

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Michael Cantaloupe, Chief of Police; Samuel Byrd, Deputy Fire Chief; Bryant Smith, Public Works Director; Rebecca Bowman, Finance Director; Nancy Bunt, Community Services Director; LeShawn Hinton, Helpdesk Support Tech; Samantha Senger, Assistant to the City Manager/PR Specialist; Tony Jones, Fleet Manager; Angela Essing, Economic Development Manager; and Dodie Selig, Planning Manager.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of August 12, 2020 (20-510)

* **MOTION by Councilmember Boisvert to approve the Agenda for the Regular meeting of August 12, 2020.**

Councilmember Koss requested that Consent Item VI.1 be moved to City Business IX.5.

* **Councilmember Boisvert amended his motion.**

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to Approve the Agenda as Amended for the Regular meeting of August 12, 2020.**

AYES: Williams, Goins, Boisvert, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Minutes: (a) Regular Meeting of June 24, 2020 (20-441)

(b) Regular Meeting of July 8, 2020 (20-442)

(c) City Manager Candidate Meetings of July 14 & 15, 2020 (20-443)

(d) Special Meeting of July 15, 2020. (20-444)

(e) Special Meeting of June 30, 2020 (20-501)

* **MOTION by Councilmember Koss; Seconded by Councilmember Boisvert, to approve the Minutes as noted above as written.**

AYES: Williams, Goins, Boisvert, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

III. Awards and Presentations:

1. Presentation by Bart Gaetjens with FPL. (20-490). (Mayor Williams)

Mr. Gaetjens shared a video from FPL and spoke in detail about updates that FPL has done to make their systems more storm resilient. He spoke about myths after storms and the usefulness of the FPL app.

He spoke in furtherance about underground power lines and advised that although he did not have exact numbers, about sixty percent of new service was being put underground.

IV. Delegations:

Alton Edmond, 630 Brevard Avenue, Cocoa, expressed his concerns from Councilmember Warner at the last meeting. He takes issue with someone questioning Mayor Williams residing outside of Cocoa. He was his attorney and they have won from every front in regards to Mr. Sinclair's lawsuits. If anyone has questions they can reach out to him personally at his office at Brevard Avenue.

Alex Greenwood, 640 Florida Avenue, Cocoa, provided a follow up from the Commercial Property Group's meeting. He asked that Council make a consensus for an RFP to be done for a parking garage. Mayor Williams mentioned that this was more appropriate for the Cocoa CRA and assured him that staff was working on identifying additional parking.

Rev. JB Dennis, 3710 Catalina Drive, Cocoa, stated that the black community was fed up with the police in the community and that there were no police in the white communities and black communities were being over policed. He voiced reasons as to why a police chief should be hired from outside and not promoted within. He further noted that there were no crimes or cold cases being solved.

Janet Shae, 3133 Cauthen Creek Drive, Melbourne, FL, believed funds should be reallocated in the community. She is a felony division probation officer and felt that the City needs good cops but should get rid of the bad ones. Police need to know all of the residents, have diversity training, there needed to be hiring of black officers and this should be reflected in the community.

Naomi Mitchell, 318 Tangerine Avenue, Merritt Island, advised that she was in attendance at the last meeting and had received a $3,500 water bill. She has tried to go through the proper channels to get it reduced. She noted she was not the only person experiencing a high bill. She asked that an audit be done of the utility system.

Deputy Mayor Goins asked if she had a copy of the letter and if anyone from the City has come to check her meter. In response she stated that someone did come and they said nothing was wrong and she then received a letter saying water was lost.

Kernishia Wilfork, 259 Lemon Street, Cocoa, spoke in support of Lavander Hearn. Her mother resides on Geogia Avenue and she has known him for 1 ½ years. He is a great resident and he has served as a mentor to her nineteen year old son.

Octavius Mallory, 1050 N. Fiske Blvd., Cocoa, spoke of his support of Mr. Hearn and advised that he resides in District 2. He has seen him grow and do things for the betterment of himself.

Lavander Hearn, announced that he was running for the District 2 seat and his address was protected under state law for a reason. He takes what Mr. Sinclair did very serious and asked how his information was released. In response, Interim City Manager Fuhrer advised that he had additional information that he would like to share and would set up an appointment to meet with him. Mr. Hearn stated he was a mentor and will explain to anyone where he lives.

Victoria Mitchner, Rockledge, spoke in regards to many things that happened within the last month. She advised that the address that was released and posted by Mr. Sinclair has been shared over seventy times. She advised judges were protected and that some of Council sits on the dias and promotes foolishness. She urged Council to launch an investigation into the matter.

Larry Sinclair, 1052 Mitchell Avenue, submitted an E-comment that was read into the record.[1]

Susan O'Neil, 3032 Winchester Drive, Cocoa, thanked Council for paying attention to the flooding in the Coventry neighborhood and looked forward to an update from staff.

V. Reports:

Mr. Smith provided a quick summary on the Coventry issue. There was a report about flooding and they responded quickly. Public works coordinated with several other entities to inspect some of the issues. He explained how the drainage worked in the area and he mentioned that they have spoken with the HOA. They received a request from the HOA to perform some of the maintenance; however, the neighborhood is all private except for some of the roadways. At this time he did not recommend the City to perform that maintenance and explained the legalities in regards to that. They will help troubleshoot and provide advice and help in any way that they could.

Ms. O'Neil stated that pumping had stopped and that concerned her.

[1] EXHIBIT A: E-Comment from Larry Sinclair

Mr. Smith understood her concerns and assured her the City would do what they could.

Mayor Williams was aware that there was an HOA involved but these are residents and taxpayers. This is an issue involving three or four homes and he believed that in an emergency situation we could help to try to mitigate costs for now but moving forward let them know it was the HOA's responsibility. He was in support of helping now and asked for a consensus from Council.

Councilmember Koss has lived in a house that flooded. She wanted them to know that the City has their back and were here to protect the citizens. She supported helping them at this time.

Deputy Mayor Goins asked Mr. Smith if they have evaluated all what needs to be done. In response, Mr. Smith noted that they have done what they can. There are low points that will hold water even with a normal rain, but they could reconstruct that area if needed. Deputy Mayor Goins supported helping at this time.

Councilmember Boisvert has been in the area and they have had problems for years and supported the consensus. He hoped the City could do something.

Interim City Manager Fuhrer mentioned that this subdivision has had issues for years. He has visited the area and as of late this afternoon, Mr. Smith was on site to observe the conditions. He asked Council to be aware that if they request maintenance activities in a private subdivision it could be problematic.

CONSENSUS for Public Works to fix the issues that they could at this time.

Ms. Bowman advised that Customer Service was aware of the social media complaints and they are researching information. She further spoke in regards to Ms. Mitchell and pointed out that while we bill for water, we also bill for sewer consumption and her address was in Brevard County. The letter that was sent explains that the County takes care of the sewer. The City took care of the water issue so she needs to go to the County for sewer. Staff checked with the County and as of late today there has not been a credit applied for sewer. They are discussing having Neptune come and do a presentation at Council on how the meters work. She understands that it can be frustrating for customers to receive high bills, however, there is a lot of leniency on the City's behalf and requested that customers be patient.

Chief Cantaloupe mentioned that the Police Department would be at Walmart on Clearlake Road this Saturday, August 15th for a School Supply Drive and invited all to come.

Deputy Chief Byrd provided an update on Covid. There are currently 6,248 cases in Brevard County with 160 deaths. There are 34 active cases in Cocoa. He pointed out that this was a 32% reduction since this time last week.

Councilmember Koss asked if this included the county jail. She mentioned the paper reports a daily increase and if the Cocoa numbers include the jail that would be Brevard County. She further asked about Westminster Asbury. Deputy Chief Byrd did not have any information for that location.

Mr. Walsh assured Council that he would follow up with the Finance Director regarding a technical presentation on how meters work. He believed that education was key and if people understood how they work it would explain a lot and issues usually end up in favor of the customer.

Ms. Senger asked for a consensus on how to move forward with the opening of the new Joe Lee Smith Center. They have convened a committee to work on the grand opening and it was the consensus among them to move forward with the opening in six weeks. The other option was to hold off for another month and come back to council at that time.

Mayor Williams was ready to move forward but wanted to ensure social distancing, masks, gloves, etc. A plan would have to be done since it will be both indoors and outdoors.

Councilmember Koss felt that if it was put off until the fall it would be cooler and could be outside. She would feel more comfortable if they had an outdoor option. Councilmember Boisvert was also for October.

Deputy Mayor Goins pointed out that it was open for early voting and felt it was a good time to move forward. Ms. Senger agreed it was open but that it was limited to how many can come into the facility. He asked if outside it would not be an issue.

Ms. Senger stated that there would be portions of the opening both in and outdoors. Deputy Mayor Goins does not want to limit anyone and thought maybe they could do something outside soon and inside later on.

Ms. Senger confirmed that they wanted an outdoor ribbon cutting event.

CONSENSUS among Council to do an event outdoors and in early October.

Interim City Manager Fuhrer announced that Brevard Parks and Rec are trying to begin their holiday parade preparation. He was aware it was early but it was his recommendation to advise them to continue in their planning efforts to create a socially distanced event.

Councilmember Koss advised that she had received an emergency call from the Cocoa High School Chorus who had an event scheduled at Field Manner and because of hurricane warnings they had to close up Field Manner. The City was able to accommodate them at the Porcher House and it was a nice honor for them. They were charged a fee of $266.25 and she asked Council to waive the fee as they have brought a lot of fame to the City.

* **MOTION by Councilmember Koss; Seconded by Mayor Williams, to waive the fee and to reimburse the chorus.**

AYES: Williams, Goins, Boisvert, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

She further mentioned that in her discussions with staff, there is no one on staff who is empowered to go waive fees. Field Manner was able to waive the fees without going to the board. It concerned her that the City Manager was not able to make a small diversion from the policy. All of the clean up was done and she would like a consensus that the Interim City Manager or his backup be able to make a decision like that.

Interim City Manager Fuhrer noted that the facility rental fee schedule could be looked into and if needed they could modify it at the same time.

Lastly, Councilmember Koss showed a photo of a tree in Alexandria, Virginia and spoke about its history and explained how the City has worked with the tree and curb, how it provides shade, and absorbs stormwater. The tree provides essential services.

Deputy Mayor Goins spoke in reference to comments made and felt that poverty and drugs go hand in hand. He spoke about policing and that we need visibility[2].

He believed that we need to make sure the community was taken care of and that kids have parks to enjoy. He believes that Cocoa has one of the best police departments when it comes to community involvement and that we need to weed out prostitution, drugs, etc.

Mayor Williams thanked all that were a part of the prayer walk. It was a good event. He acknowledged the Cocoa Police Department, Rockledge Police Department, BCSO, local pastors, etc.

He further thanked Mr. Smith for addressing the flooding issues and for how they responded.

Mayor Williams advised that since being elected in 2018 a lot has happened and a lot has not been talked about. He was elected to do a job and has tried to do it since day one. This was met with a lot of resistance, both internal and external, and it has been a nightmare. Every event has been criticized but they forged forward. A lot of things were happening behind the scenes that should not have happened. Mobile Vending, lien amnesty, all of those were slow rolled and the list goes on. They are elected and work for the City of Cocoa. The City Manager gets direction from Council and as a City they move forward and the City Manager moves to get things done. There was direction given but nothing happened and this should never happen. The City has a leadership team and Council should be a part of that leadership team. He knows that some staff feel uncomfortable with Council being around. We work together for the betterment of the community and he does not understand and does not like what is happening here.

Mayor Williams mentioned Mr. Sinclair and the letter that he has submitted. There comes a time when enough is enough. There are citizens being harassed, being told to leave, recorded, mothers with kids being recorded, with no avenue and nowhere to turn. There are individuals being threatened with lawsuits and this gentleman went to her place of business. He is not the police and should not be doing what he is doing. Enough is enough. These are serious issues that need addressed and we need to take action.

Mr. Sinclair sent an email and allegations are being made. Everyone saw the letter and there were allegations that he allegedly said stuff to an employee. This is not

[2] Councilmember Warner arrived at the meeting at 7:23 p.m.

the first time this has happened and there has been foolishness since day one. There have been times where councilmembers have said this is not what I signed up for. His last straw was getting that last email. They get up early to be at events and they have tried to do their job. He does not know what is going on behind the scenes but feels that there is corruption and that we need to file a complaint with the FBI, with previous council, current council, staff, board members, and prior board members. If we want to be transparent he feels that they need to file an investigation with the FBI because citizens deserve better.

* **MOTION by Mayor Williams; Seconded by Councilmember Warner, to file a complaint with the FBI to have the city investigated. The motion was opened for discussion.**

Councilmember Koss was apprehensive to go that route. Council has an opportunity to hire a new City Manager and that should be his job.

Deputy Mayor Goins asked if they went this route what the next steps would be. In response, City Attorney Garganese mentioned that the extent that they are asking an outside law enforcement agency to come in and investigate. It would have to be defined as to what was being investigated. Mayor Williams noted text messages, phone calls, emails, etc.

Mayor Williams believed there are too many mistakes that should not be happening. We have developers trying to come in and information is going all over the place. He is frustrated and knows residents are frustrated. There are poor blacks and poor whites being displaced out of homes and feels it needs investigated and he knows who they are.

Councilmember Koss reiterated that she believed that this should be handled by the new city manager.

Deputy Mayor Goins asked if the Mayor was going to include who should be investigated in his motion. In response, Mayor Williams stated there was an email, and there is a paper trail.

THE VOTE ON THE MOTION WAS:

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

THE MOTION CARRIED (4-1)

VI. Consent Agenda:

~~1. Approve Task Order 2020-14 with Carollo Engineering, Inc. (Carollo) for Sellers WRF Biosolids Master Plan, Project No. WS19BS; To Approve a Resolution Amending the FY2020 Budget, BAF#20-090-T. (20-433). (Utilities Director)~~

- ~~Moved to City Business IX.5.~~

2. Approve a Resolution Amending the FY 2020 Budget (BAF # 20-088), pertaining to payroll adjustments, and other miscellaneous transaction through the use of Water/Sewer Fund, Stormwater Fund, and General Fund Contingency/Reserves and other available accounts (20-439). (Finance Director)

3. Staff is requesting Council approval for the Interim City Manager and City Attorney to execute the First Amendment to the Restated Interlocal Agreement for Creation of the Transportation Planning Organization. (20-453). (Public Works Director)

4. Approve Change Order #1 to P.O. 75230 with Flowers Chemical Laboratories, Inc. to Pay Invoices through the End of FY2020. (20-461). (Utilities Director)

5. Approve a Resolution Amending the FY20 Budget, Budget Adjustment Form #20-096-A for Community Development Block Grant Coronavirus (CDBG-CV) funds in the amount of $103,352. (20-499). (Community Services Director)

*** MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to approve the Consent Agenda.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Public Hearings:

1. City Council consideration and public comment on the allocation of the 2020 Edward Byrne Memorial Justice Assistance Grant in the amount of $16,617. (20-452). (Chief of Police)

   Chief Cantaloupe advised that cameras would be purchased with this grant and that they would be placed in key areas of the City.

Mayor Williams opened the hearing to the public.

Alton Edmund asked where the key places would be at and why. In response, Chief Cantaloupe advised they would be in parks and this would give more ability to ensure safety.

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

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Boisvert, to approve the allocation of the 2020 Edward Byrne Memorial Justice Assistance Grant in the amount of $16,617.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. APPROVAL OF A TREE REMOVAL for an oak tree in the right of-way adjacent to 3009 Dunhill Dr. with a replacement tree to be planted. (20-491). (Community Services Director)

Ms. Selig advised that the next three items were in regards to tree removals. The tress are causing damage to sidewalks, curbs, gutters, and driveways. The Planning & Zoning Board recommended denial of all three with the suggestion that rubber sidewalk be installed instead of concrete.

Mr. Smith addressed the rubber sidewalks and although they have been used in many places they do not replace maintenance. They have found that the maintenance period was about two years which could make it burdensome on staff and the cost is quite high. They do not mind doing what they can to save trees, however, root pruning can be an issue and he explained that in detail.

Mayor Williams opened the hearing to the public.

Ms. Gemmati read an e-comment from Jeri Blanco[3].

Alec Greenwood, 640 Brevard Avenue, noted that these trees were heritage for Cocoa and photos and other input were provided to board members who wanted to save the trees. If the rubber was not good enough, then he urged staff to find another avenue in order to save the trees. We need to save what we have.

There being no further comments, the Mayor reopened the hearing to Council

Councilmember Koss is not familiar with this tree and per the photos the tree looks healthy. Her concern is that they have received a grant and have reached the Tree

[3] EXHIBIT B: E-Comment from J. Blanco

City USA status and an inventory should be done in order to understand what our canopy and shading is before we remove trees like this.

Mr. Smith explained that if a tree in our right-of-way damages the sidewalk it is our responsibility to replace it.

Councilmember Warner mentioned that from the photos it looked like some work had been done and agreed with Councilmember Koss that you cannot see the roots and not a lot of damage. She asked staff if they had heard from the resident and if they wanted this removed.

She further noted that Mr. Smith spoke about cutting the root and since we live in a hurricane zone what would happen down the road and if they could become top heavy. Mr. Smith agreed that they could and she asked if a professional would come out at that time to access the tree. The trees are beautiful but she knows that College Green has had some issues.

Councilmember Koss wished they had more opportunity to educate citizens as there is such value to these trees.

Mayor Williams would like an opportunity to go out and look for himself.

* **MOTION by Councilmember Koss; Seconded by Councilmember Boisvert, to postpone this item until the next meeting of August 26, 2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. APPROVAL OF A TREE REMOVAL for an oak tree in the right of-way adjacent to 2009 Ivy Dr. with a replacement tree to be planted. (20-492). (Community Services Director)

Ms. Selig pointed out that the owners contacted Public Works and asked them to remove the tree.

Councilmember Koss noted that this was a very healthy tree and explained the Planning & Zoning's Board's vote against cutting the tree.

Mayor Williams opened the hearing to the public.

Aleck Greenwood, 640 Brevard Avenue, Cocoa, believed that more information needed to be gathered before making a decision on this item.

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

* **MOTION by Councilmember Koss; Seconded by Councilmember Boisvert, to postpone this item until the next meeting of August 26, 2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. APPROVAL OF A TREE REMOVAL for an oak tree in the right of-way adjacent to 2226 Dartmouth Dr. with a replacement tree to be planted. (20-493). (Community Services)

Ms. Selig noted the owners of this property also contacted Public Works and cited damage to the sidewalk.

Mayor Williams opened the hearing to the public.

Geneveve Cicerrelli, 2226 Dartmouth Drive, just moved here from Wyoming and she works at Rockledge Gardens. This is about a $10,000 tree and she would like to keep the tree, as now she knows the importance of them.

David Cicerelli, 2226 Dartmouth Drive, believed the City did excellent work in repairing sidewalks and felt that when considering tree removal costs, it may be more cost effective to repair sidewalks to make sure they are not a hazard instead of removing trees that people love.

Mayor Williams added that trees suck up water and lower the water table so in the rainy season that helps prevent flooding.

Mr. Cicerelli pointed out that their request was not to remove tree but to fix the sidewalk.

Deputy Mayor Goins commended the three residents for trusting the City's process and asked if right-of-ways were monitored with new construction.

In response, Ms. Selig explained that a contractor was required to provide a landscape buffer but the application does not address the right-of-way.

Mayor Williams provided a background on the tree board.

*** MOTION by Councilmember Koss; Seconded by Deputy Mayor Goins, to save the tree on Dartmouth Drive.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Pass on First Reading: Ordinance 10-2020, amending Appendix A. Zoning, Article XIII of the City Code, to authorize the operation of mobile vending units and providing locations and regulations for the use. (20-494). (Community Services Director)

Attorney Garganese read Ordinance No. 10-2020 into the record by title only as follows. He advised it was the first reading of the ordinance.

ORDINANCE NO. 10-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE XIII, OF THE CITY CODE TO AUTHORIZE THE OPERATION OF MOBILE VENDORS IN THE CITY; PROVIDING STANDARDS FOR OPERATING MOBILE VENDING UNITS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Selig presented the item and a detailed background on the ordinance. She advised that a site plan would be required and explained what that would entail. She further explained the zoning districts in which mobile vendors would be allowed.

Mayor Williams added that this was for more than just food vendors and licenses would be required.

Councilmember Koss asked if a truck at the fishing pier would be prohibited and if an amendment could be done in the future to allow that. Ms. Selig pointed out that it was in the ordinance to bring it back in one year to review.

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

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to approve Ordinance No. 10-2020 on First reading.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. Pass on First Reading: Ordinance No. 09-2020, amending Chapter 3, Section 3-22.5, of the City Code, regarding temporary signs. (20-495). (Community Services Director)

Attorney Garganese read Ordinance No. 09-2020 into the record, by title only, as follows and pointed out the changes that are being made to the ordinance, specifically with political signs.

ORDINANCE NO. 09-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 3-22.5 OF THE CITY CODE REGARDING TEMPORARY ON-PREMISE SIGNS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Selig pointed out a recommendation from the Planning & Zoning Board which was a change from three to five days after an event that signs needed to be picked up.

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

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to approve Ordinance No. 09-2020 on First reading.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

7. Pass on First Reading: Ordinance No. 12-2020, amending Appendix A. Zoning, Article XIII, Section 22, Landscaping Requirements, of the city code; amending land clearing and tree protection and replacement standards; and creating an arbor mitigation fund. (20-496). (Community Services Director)

Attorney Garganese read Ordinance No. 12-2020 into the record, by title only, as follows.

ORDINANCE NO. 12-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE XIII, SECTION 22, LANDSCAPING REQUIREMENTS, OF THE CITY CODE; AMENDING LAND CLEARING AND TREE PROTECTION AND REPLACEMENT STANDARDS; CREATING AN ARBOR MITIGATION FUND; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES

AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Essing noted this has been a team effort. She provided a presentation on this item[4].

Ms. Essing provided a project summary and discussed in detail, the State Law Preemption and the Arbor Mitigation Fund. This ordinance clearly defines residential property.

City Attorney Garganese further added that under the State Law Preemption it prohibits local governments from requiring notices, applications, approvals, permits, fees, or mitigation for the pruning, trimming, or removal of trees on residential property if a property owner obtains documentation from an arborist certified by the International Society of Arboriculture or a Florida licensed landscape architect that the tree presents a danger to persons or property. He pointed out that in Cocoa permits are currently not required for tree removal and land clearing for already-developed, single-family, or duplex lots.

Ms. Essing spoke about the proposed changes in regards to the overall landscape code. The landscape code was written very well to save the trees in Cocoa.

She noted that the proposed changes were to save the trees, replace the trees, and pay into the Arbor Mitigation Fund.

In closing, she mentioned that staff's recommendation was to approve Ordinance No. 12-2020 amending land clearing and tree protection, replacement standards and creating an arbor mitigation fund.

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

* **MOTION by Councilmember Warner; Seconded by Councilmember Koss, to approve Ordinance No. 12-2020 on First reading.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

8. Pass on First Reading: Ordinance No. 11-2020, amending Appendix A, Zoning, Article XI, Section 17 of the City Code relating to the Planned Unit Development district regulations. (20-497). (Community Services Director)

[4] EXHIBIT C: Presentation on Zoning Text Amendment/Arbor Mitigation Fund

Attorney Garganese read Ordinance No. 11-2020 into the record by title only as follows.

ORDINANCE NO. 11-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE XI, SECTION 17 OF THE CITY CODE RELATING TO THE PLANNED UNIT DEVELOPMENT DISTRICT REGULATIONS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Selig provided a background noting that the Code currently has a mixed use and a commercial use and that this was updating that portion of the Code.

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

* **MOTION by Councilmember Warner; Seconded by Councilmember Boisvert, to approve Ordinance No. 11-2020 on First reading.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. Council Business:

1. Consider the Appointment of current Code Board Alternates Kimberly Curtis or Vinnie Richardson as a Regular Member of the Code Enforcement Board. (Administrative Services Director). (20-445)

Councilmember Koss was upset that Mr. Hannon resigned from the board and asked that staff be more cautious when cancelling meetings as members change their plans to be able to attend meetings.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to approve Kimberly Curtis as a Regular member to the Code Enforcement Board.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Consider the Appointment of Ms. Jennifer Roberts as a member to the Sustainability Advisory Committee. (20-451). (Administrative Services Director)

* **MOTION by Councilmember Koss; Seconded by Councilmember Warner, to approve Ms. Jennifer Roberts as a member to the Sustainability Advisory Committee.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Consider Kathy Hamilton-Brown as the Mayor's appointment to the Police Community Relations Advisory Committee. (20-481). (Administrative Services Director)

* **MOTION by Councilmember Warner; Seconded by Councilmember Koss, to approve Kathy Hamilton-Brown as the Mayor's appointment to the Police Community Relations Advisory Committee.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approve a Resolution supporting Medicaid Expansion in the State of Florida. (20-484). (Mayor Williams)

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to approve a Resolution supporting Medicaid Expansion in the State of Florida.**

Jo Shim, thanked Council for the opportunity to speak and for support of the resolution. She explained those individuals and groups that she supported and mentioned that as a member of the Sustainability Advisory Committee, healthcare is a key component of the plan.

Over 800,000 uninsured Floridians would gain access to healthcare if Medicaid expansion was passed.

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. City Business:

1. Approve a Resolution amending the FY20 budget, Budget Adjustment Form #20-089-T and approve a consulting proposal with Info-Tech Research Group, Inc. (Info-Tech) to define Enterprise Resource Planning (ERP) Solution Requirements, assist staff in the development and manage a Request for Proposals (RFP) process, assist while RFP is in the field, propose and develop response evaluation,

prepare demonstration scripts, and develop demo evaluation and scorecards utilizing the terms of the Commonwealth of Virginia's Information Technology Services Contract VA-180315-ITRG. (20-436). (Chief Technology Officer)

Interim City Manager Fuhrer presented the item and advised that this was a follow up to the workshop that was held in regards to the state of the City's current software.

Approval of this item would take them through the selection of the software.

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to approve.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve Agreement #107-2020 Coronavirus Relief Funds (CRF) between Florida Housing Finance Corporation (Florida Housing) and the City of Cocoa to expend $58,219 in CRF for FY 2019/2020 in an effort to address the financial needs of Cocoa Citizens having been negatively impacted by the COVID-19 pandemic and are underemployed or unemployed; and authorize the Mayor to sign all subsequent certifications, agreements and related documents. Approve a Resolution Amending the FY20 Budget, Budget Adjustment Form #20-095-A, accepting the Revenue, in the amount of $58,219. (20-475). (Community Services Director)

Ms. Bunt presented the item and explained that what staff was proposing was to be able to provide Cocoa residents with utility, rent, and mortgage assistance who were impacted negatively by Covid-19. She noted that applications were ready and would be handled internally by staff. They will also work with Customer Service staff to help with the processing.

In addition, the City will not require third party identification like the County. She reiterated that working with Customer Service staff should speed up the process.

Interim City Manager Fuhrer advised that the City has received two Brevard County CARES Act funding checks so far. They were to help two customers.

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Consider adoption of Emergency Ordinance No. 13-2020 requiring Face Coverings in places open to the public. (20-514). (City Attorney)

Attorney Garganese read Ordinance No. 13-2020 into the record, by title only as follows.

He explained what the ordinance entailed. He noted that it was an emergency ordinance and that a second reading and public hearing were not required. This was requested at the last meeting.

This is a Home Rule Ordinance adopted under the police department and will be effective at 12:01 am on Saturday, August 15, 2020.

Ms. Gemmati read E-Comments into the record[5] from Judy McCluney; Linda Gombart; Bill Morris; and Elliott Zimmerman.

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Goins, to approve the Emergency Ordinance No. 13-2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

4. Authorize one-year extension of contract between the City of Cocoa and Genuine Parts Company (dba NAPA Auto) until July 21, 2021 and authorize a Change Order to Blanket Purchase Order 75714 of $100,000 to complete FY-2020. (20-447). (Public Works Director)

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to approve.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Approve Task Order 2020-14 with Carollo Engineering, Inc. (Carollo) for Sellers WRF Biosolids Master Plan, Project No. WS19BS; To Approve a Resolution Amending the FY2020 Budget, BAF#20-090-T. (20-433). (Utilities Director)

[5] EXHIBIT D: E-Comments from J. McCluney; L. Gombart; B. Morris; and E. Zimmerman

Councilmember Koss asked if the City was considering regional solutions. In response, Mr. Walsh responded in the affirmative and advised that noted in the agenda item was the proposed regional planning.

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

X. Informational Agenda:

None.

XI. Adjournment:

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to adjourn the Regular meeting of August 12, 2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting ended at 9:24 p.m.

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie E. Shealy, MMC, City Clerk

Samantha Senger

From: noreply@granicusideas.com
Sent: Tuesday, August 11, 2020 11:32 PM
To: Samantha Senger
Subject: New eComment for City Council

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

New eComment for City Council

Guest User submitted a new eComment.

Meeting: City Council

Item: 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.

eComment: The City Council was put on notice August 10, 2020 with Jake Williams violation of Charter separation of powers specifically prohibiting Mayor or any member of council from directing any city employee in performance of their job. In addition to his June 17, 2020 direction of Staffer he went so far as to present documents he claimed to be evidence of BACRAP and Larry Sinclair of fraud. In addition the City was noticed again that Williams is violating charter and should forfeit his seat for failing to live in City of Cocoa while serving. Video and photographic evidence was obtained by hiring of licensed Florida private investigator as well as Ron Parsons posting he lives on Tangerine St and so does Jake and affirms Williams is at that home daily. In addition the constant emails to council by both Jake Williams and LaVander Hearn's campaign manager Vickey Mitchner asking council to address candidate Hearn's campaign and election fraud and Williams, Koss and Hoins emails to Hearn is a violation of law and campaigning on city property and via city meetings. If Council refuses to comply with charter and does not remove Williams immediately then I have no choice but to immediately seek an injunction pending hearing. The city has been provided documentation Hearn does not qualify to run. The County Fire & Rescue records support the fact Hearn has lied about his residence. City has duty to disqualify him in the D2 race. Lawrence Sinclair 1052 Mitchell St Cocoa 3214174214

View and Analyze eComments

Samantha Senger

From: noreply@granicusideas.com
Sent: Wednesday, August 12, 2020 11:18 AM
To: Samantha Senger
Subject: New eComment for City Council

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!



New eComment for City Council

Guest User submitted a new eComment.

Meeting: City Council

Item: VII.2 20-491 APPROVAL OF A TREE REMOVAL for an oak tree in the right of-way adjacent to 3009 Dunhill Dr. with a replacement tree to be planted. (Community Services Director)

eComment: Dear Mayor and City Council members, Good evening, this is in reference to the three request submitted for tree removal to the Planning and Zoning Board at the last P&Z meeting held on August 5th 2020. A motion was made and seconded at that meeting to deny all three request after reviewing only the first two. Some comments made were that the trees did not create the damage to the sidewalk and or driveway that the damage was possibly from heavy vehicles parking on the sidewalk or driveway. As the sole vote against this motion I felt it was made without giving each request the full attention they deserved. As a member of the P&Z Board I take my responsibility to serve seriously and without a hidden agenda as it was suggested in the meeting. Residents have been given a process in which they can submit a request to have a tree removed and as a board we have the duty to review all request and the information provided thoroughly. I have the no doubt that tonight the council will take the time to review each request thoroughly and will treat each request independently of one another. Respectfully, Jeri Blanco Cocoa, FL 32922

View and Analyze eComments

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Samantha Senger

From: Lorraine Koss
Sent: Tuesday, August 11, 2020 9:12 PM
To: Samantha Senger
Subject: Fwd: to be read at Council meeting for the record

Did you receive this, too? It should be read at Council Meeting. I don't think he could figure out our system.

Begin forwarded message:

> **From:** Elliott Zimmerman <ezcpa@cfl.rr.com>
> **Date:** August 11, 2020 at 9:30:59 AM EDT
> **To:** Lorraine Koss <lkoss@cocoafl.org>
> **Subject: FW: to be read at Council meeting for the record**

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

You have a rare opportunity, tonight. You can take an action that will (will, not may) save lives. Please support the proposal to require face coverings in public spaces in Cocoa. Public health officials unanimously agree that face coverings, when used by all, will save lives. You can help Cocoa Village become a destination again sooner rather than later.

Think about the old slogan "The life you save may be your own."

Elliott Zimmerman
3212 Westchester Drive
Cocoa, Florida 32926

Samantha Senger

From: noreply@granicusideas.com
Sent: Monday, August 10, 2020 9:20 PM
To: Samantha Senger
Subject: New eComment for City Council

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

New eComment for City Council

Guest User submitted a new eComment.

Meeting: City Council

Item: IX.3 20-514 Consider adoption of Emergency Ordinance No. 13-2020 requiring Face Coverings in places open to the public. (City Attorney)

eComment: From Bill Morris 1908 Manor Drive Cocoa- I am in favor of mandatory mask wearing and urge you to vote yes. As of June 5, there were 107 cases in Cocoa. As of August 10, there are 676 cases, over a 6 fold increase in just 56 days. Deaths in Brevard County have gone from 15 to 152 during the same time period, a 10 fold increase in 56 days. We know there are 10 times more people infected with COVID than the above figures indicate. County ICU beds vary from 66% to 97% capacity. Things will worsen when schools open. If we do nothing COVID will infect half of Cocoa by the end of October. We know how to decrease these exponential rates. Please have the guts and the will to enact this proactive measure. It will save lives, reduce local hospital burden, and will have no impact on our economy. .

View and Analyze eComments

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Samantha Senger

From: noreply@granicusideas.com
Sent: Tuesday, August 11, 2020 1:01 AM
To: Samantha Senger
Subject: New eComment for City Council

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

New eComment for City Council

Linda Gombert submitted a new eComment.

Meeting: City Council

Item: IX.3 20-514 Consider adoption of Emergency Ordinance No. 13-2020 requiring Face Coverings in places open to the public. (City Attorney)

eComment: I don't feel safe in my city because so many people refuse to do one simple thing that is universally recommended by health experts, disease researchers and anyone with a basic understanding of biology: wear a face covering in public. I'm not alone in my fear. The refrain "if you're scared, just stay home" doesn't take into account the fact that most of us don't have that option unless we're ok with living in the woods and scraping leftovers out of dumpsters. Some local citizens are now doing their shopping in Orlando because there's a mask ordinance there and they feel safer. Some have even been able to "temporarily" relocate to areas with mask ordinances and don't plan on coming back until it's safe. As long as we act like this pandemic is a hoax, why on earth should they come back? This means less money going to local businesses and fewer tax dollars in our coffers. We shouldn't ignore this. This isn't about "personal freedoms," it's about public health! Cities around the country -- even in Florida (even in TEXAS!) -- understand that public health is a cornerstone of a functioning society. Resolutions "strongly urging" people to wear masks in public have gotten us nowhere. Rather, it's gotten us THOUSANDS of new cases of covid-19 a day in this state! Can we at least get our Cocoa city leaders on board with protecting the citizens who elected them in this city? Thank you for your time and attention, -- Linda Gombert 2323 Elon Drive Cocoa, FL 32926 321-446-9338

View and Analyze eComments

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Samantha Senger

From: noreply@granicusideas.com
Sent: Tuesday, August 11, 2020 3:26 PM
To: Samantha Senger
Subject: New eComment for City Council

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

New eComment for City Council

Guest User submitted a new eComment.

Meeting: City Council

Item: IX.3 20-514 Consider adoption of Emergency Ordinance No. 13-2020 requiring Face Coverings in places open to the public. (City Attorney)

eComment: Please read my comment into the record.. This is for IX.3 Confidence in Cocoa When I see someone wearing a mask, I think "thanks." Sometimes I tell them "thank you for wearing a mask. You are protecting both" I've had repairmen from two different companies come to my house. Both wore masks. I felt thankful and relieved, and gave a plus rating to their businesses. I've had repairmen from two different companies come to my house. Both wore masks. I felt thankful and relieved, and gave a plus rating to their businesses. Here in Cocoa during this pandemic we need confidence. We need to feel safe, and we need to see our leaders taking real action to keep us safe. The most obvious, least expensive measure our city and you, our leadership, can take to boost our confidence is to promote and ensure mask wearing here. This will pay us all dividends in feeling safe and confident. I have read the emergency ordinance, and it seems thorough and fair. Don't delay further. Please support it. of us. Respectfully, Judy McCluney 1908 Manor Dr. Cocoa 32922

View and Analyze eComments

This email was sent from https://granicusideas.com.

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Zoning Text Amendment

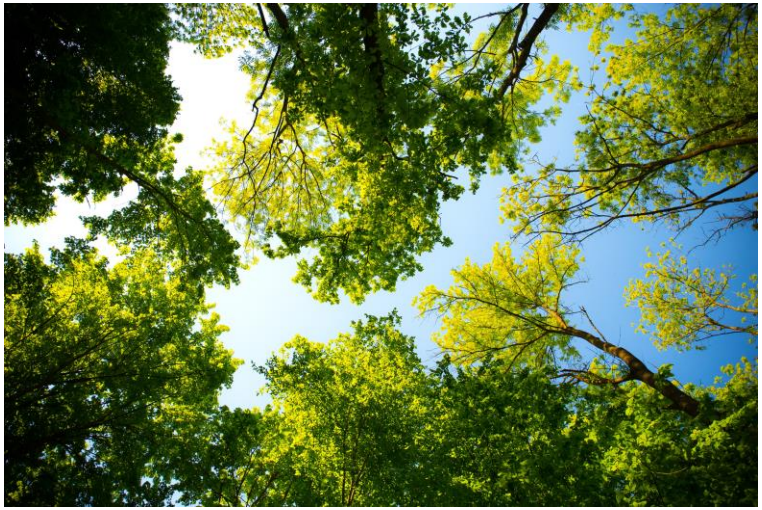
Arbor Mitigation Fund

August 12, 2020

EXHIBIT C: Presentation on Zoning Text Amendment/Arbor Mitigation Fund

Project Summary

- State Law Preemption
- Arbor Mitigation Fund



State Law Preemption

State Law Preemption

- In 2019, the Florida legislature enacted Section 163.045, Florida Statutes
- prohibits local governments from requiring notices, applications, approvals, permits, fees or mitigation for the pruning, trimming, or removal of trees on *residential* property if a property owner obtains documentation from an arborist certified by the International Society of Arboriculture or a Florida licensed landscape architect that the tree presents a danger to persons or property
- In Cocoa permits are currently not required for tree removal and land clearing for already-developed, single-family or duplex lots

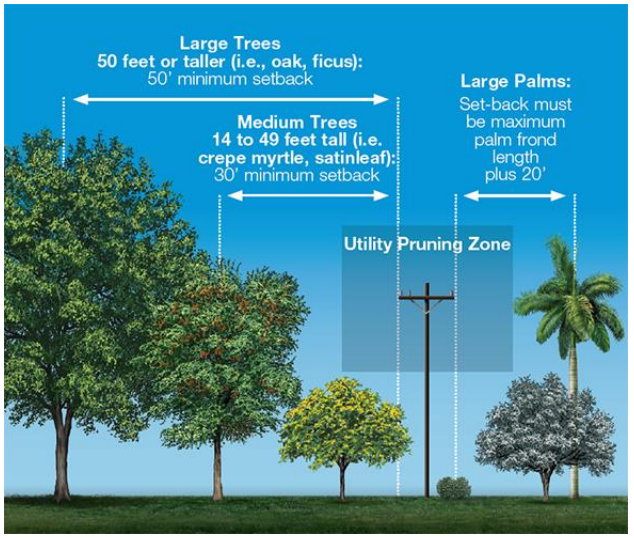
State Law Preemption

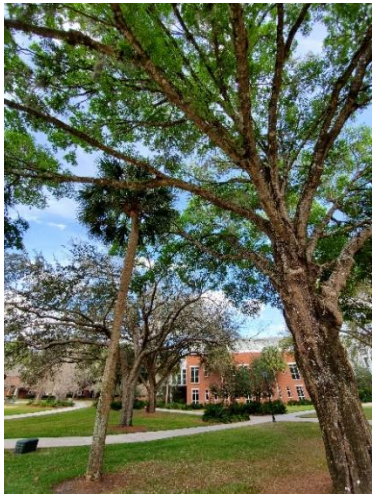
State Law Preemption

- proposed ordinance is intended only to define "residential property" for purposes of s. 163.045, F.S.
- "residential property" is proposed to be defined as *property with a fully-constructed single-family home or duplex used for residential purposes*
  - does not include multi-family residential property, common areas owned by a homeowners' or condominium association, vacant land zoned or designated residential or mixed-use

Proposed Changes

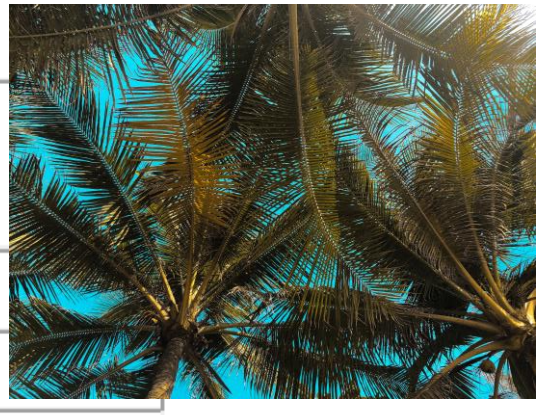
1. Save the trees
2. Replace the trees
3. Pay into the Arbor Mitigation Fund





Proposed Changes

1. *Tree Replacement Standards:* newly planted trees, in sum, are equivalent to the d.b.h. of the tree(s) removed
2. *Size and Number of Replacement Trees:* Replacement trees shall have a minimum d.b.h., depending upon the diameter of the tree removed

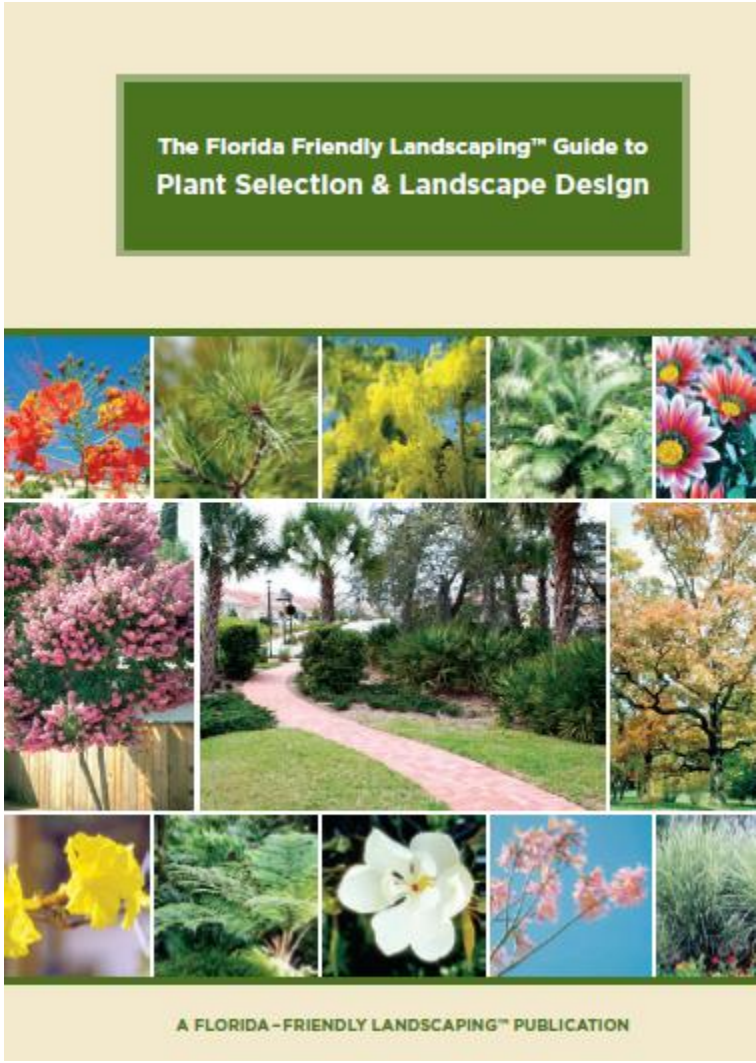


Diameter of existing Tree (Inches)	Minimum caliper (Inches) of each replacement tree
4—11	3
12—17	3
18—23	4
24—29	4
>30	6

Proposed Changes

1. *Right Tree, Right Place:* same species as removed or trees listed on the UF/IFAS Florida-Friendly Plant Selection and Design List.
2. *Tree Replacement Credits for Preserved Trees:* 100% of the d.b.h of the tree preserved that is greater than 42" will be credited to reduce the number of replacement inches required





Proposed Changes

Arbor Mitigation Fund

- Established to provide an option to make a fee payment to the City in lieu of providing the required replacement trees on site
- City of Cocoa general fund, but reserved exclusively for
  - design, acquisition, installation and maintenance of trees
  - the funding of studies related to the City's tree canopy
  - the operation and maintenance of a public tree nursery

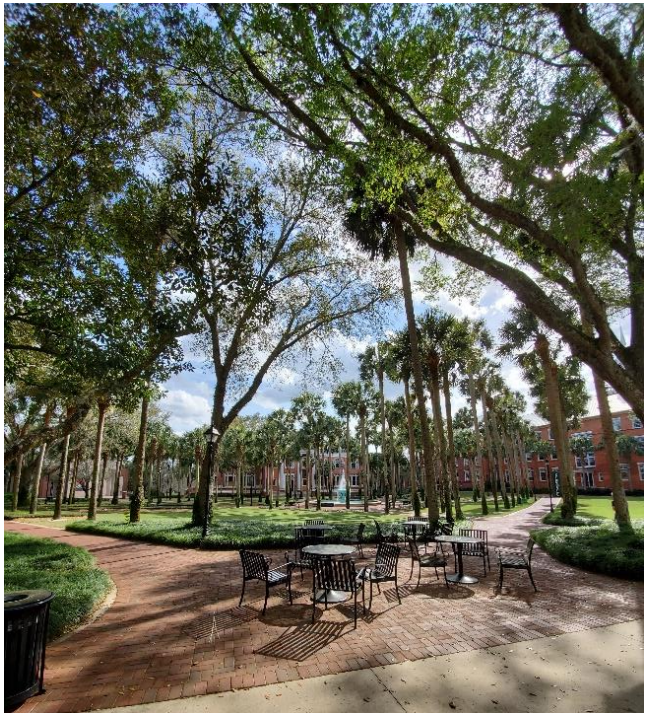
Relationship and consistency with Comprehensive Plan Policies and Objectives

Objective 12.1.6: Hydrology, Vegetation, and Wildlife. Protect and conserve soils and native vegetation communities, and maintain the natural functions of the City's ecological zones in a manner consistent with the Goals, Objectives and Policies of the Future Land Use Element.



Recommendations

Staff recommends that City Council **approve** Ordinance No. 12-2020, amending land clearing and tree protection, replacement standards and creating an arbor mitigation fund.



Legislation Details (With Text)

File #:	20-562	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	8/26/2020			**In control:**	City Council
On agenda:	9/23/2020			**Final action:**	
Title:	Update on the status of the Family Promise of Brevard Lease Agreement for the former fire station #1 administrative offices facility and direction to publish a Request for Proposals for the redevelopment of the 114 First Street property. (Tara Pagliarini)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 17, 2020
Agenda Date: September 23, 2020
Prepared By: Matthew Fuhrer, Interim City Manager
Through:
Requested Action:
Update on the status of the Family Promise of Brevard Lease Agreement for the former fire station #1 administrative offices facility and direction to publish a Request for Proposals for the redevelopment of the 114 First Street property.

BACKGROUND:

At the June 10th regular City Council meeting City Council directed staff to negotiate a long-term lease of the old fire station #1 located at 114 First Street in Cocoa. Since that meeting staff has been working with representatives of Family Promise of Brevard to develop a mutually agreeable lease agreement. While working on the details of the Agreement representatives of Family Promise of Brevard were working simultaneously to conduct the necessary assessments of the facility to gain an understanding of their commitment. It was anticipated that staff would be returning an Agreement for City Council consideration at the September 23rd regular City Council meeting. The former fire station #1, while owned by the City of Cocoa, is located within the Cocoa Community Redevelopment Area.

On Friday September 11th 2020, the Florida Court of Appeals 2nd District issued an opinion that raises questions regarding the City's ability to directly negotiate a lease for the former fire station with Family Promise of Brevard. The opinion, while not yet final, concludes that previous guidance of the Florida Attorney General regarding the process to dispose of or lease real property within a Community Redevelopment Agency incorrectly stated that property acquired prior to the creation of a

CRA was not subject to the request for proposal process required in section 163.380(3)(a), Florida Statutes.

Request for Proposals (RFP) Process

Should City Council desire to proceed with a long-term lease of the former fire station to any private lessee, it is recommended that an RFP be issued in accordance with section 163.380 of the Florida Statutes that regulates the disposal of real property within community redevelopment areas under such circumstances. In short, in order to comply with Chapter 163.380(3)(a), a public notice through a newspaper publication having general circulation in the community must occur for at least 30 days prior to the execution of any contract to sell, lease, or otherwise transfer real property. In addition, prior to the execution of a lease, the City would need to invite proposals from, and make all pertinent information available to, private redevelopers or any persons interested in undertaking to redevelop or rehabilitate a community redevelopment area or any part thereof. The City Council must then consider all such redevelopment or rehabilitation proposals and the financial and legal ability of the persons making such proposals to carry them out. The City Council may accept such proposal as it deems to be in the public interest and in furtherance of the Community Redevelopment Act.

If it is the desire of City Council to proceed with the issuance of an RFP, staff will need direction to properly draft and issue the RFP. The following list is representative of criteria of an RFP that could be applicable due to the City's continued use of a portion of the site/facility for municipal services.

- The City is seeking a bonafide not-for-profit to provide social services out of the available facility space that would lead to the prevention and reduction of slum and blight within the redevelopment area and City as a whole.
- The City has an operational need for the continued use of the fire station "bay" area for police department storage of evidence and former water tower.
- The City requests the property/facility be refurbished at the organizations cost within 6 months of the execution of the Lease Agreement.
- The organization shall have the financial means to carry out the redevelopment activities.
- The organization shall be legally capable of providing said social services through the duration of the lease term.

City Council Direction

- Does the City Council desire to have an RFP produced, legally advertised, submissions reviewed and results returned for their consideration?
- What criteria would the City Council seek to include as scoring criteria of the RFP?

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

PREVIOUS ACTION:

Enter text here

RECOMMENDED MOTION:

Update on the status of the Family Promise of Brevard Lease Agreement for the former fire station #1 administrative offices facility and direction to publish a Request for Proposals for the redevelopment of the 114 First Street property.

Legislation Details (With Text)

File #:	20-539	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	8/19/2020			**In control:**	City Council
On agenda:	9/23/2020			**Final action:**	
Title:	Approve the FY2021 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior - U.S. Geological Survey for Water Quality Sampling and Water Level Measurements; Pending Approval of the FY2021 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cover Letter - JFA.pdf Joint Funding Agreement.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 19, 2020
Agenda Date: September 23, 2020
Prepared By: Norma E. Hernandez, Administrative Secretary
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the FY2021 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior - U.S. Geological Survey for Water Quality Sampling and Water Level Measurements; Pending Approval of the FY2021 Budget

BACKGROUND:

The City of Cocoa has participated with the United States Geological Survey (USGS) for more than 30 years to collect and report hydrologic data (water quality sampling, ground water, and surface water level monitoring) of water resources in Cocoa's wellfield. The reporting activities are a condition of the Consumptive Use Permit issued to the City of Cocoa by the St. Johns River Water Management District (SJRWMD).

The City of Cocoa manages the program and its employees perform some of the lab work. The data collection, monitoring equipment, and database compilation portion of the program is provided by USGS.

The FY2021 agreement totals $133,706 of which Cocoa's share is $121,826. The FY2021 budget for this program is $121,826 and sufficient for payment. This proposal reflects a cost increase of $4,432 from the FY2020 program.

Staff recommends approval of the FY2021 Joint Funding Agreement with USGS pending approval of the FY2021 budget.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes, pending budget approval
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$121,826
Account Number	421-4010-536.34-00
Account Name	Contract Services
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Approve the FY2021 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior - U.S. Geological Survey for Water Quality Sampling and Water Level Measurements; Pending Approval of the FY2021 Budget.

received
8/3/20

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Caribbean-Florida Water Science Center
4446 Pet Ln Suite #108
Lutz, FL 33559
P: (813) 498-5000
F: (813) 498-5002

July 31, 2020

Mr. John Walsh II, P.E.
City of Cocoa
351 Shearer Blvd. 2nd Floor
Cocoa, FL 32922

Dear Mr. Walsh II:

Enclosed are two signed originals of our standard joint-funding agreement for the project(s) Caribbean-Florida Water Science Center Water Resources Investigations, during the period October 1, 2020 through September 30, 2021 in the amount of $121,826 from your agency. U.S. Geological Survey contributions for this agreement are $11,880 for a combined total of $133,706. Please sign and return one fully-executed original to Susan W. Jones at the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2020**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Darrell Lambeth by phone number (407) 803-5543 or email dlambeth@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Susan Jones at phone number (813) 498-5009 or email at swjones@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

David M. Sumner

Digitally signed by David M. Sumner
Date: 2020.07.31 15:03:33 -04'00'

David M. Sumner, Ph.D., PG
Director, Caribbean-Florida Water Science Center

Enclosure
21MCJFA0010 (2)

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001066
Agreement #: 21MCJFA0010
Project #: MC00E2A
TIN #: 59-6000292

Fixed Cost Agreement YES[X] NO[ ]

THIS AGREEMENT is entered into as of the October 1, 2020, by the **U.S. GEOLOGICAL SURVEY**, Caribbean-Florida Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the **CITY OF COCOA** party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) $11,880.00 by the party of the first part during the period October 1, 2020 to September 30, 2021

(b) $121,826.00 by the party of the second part during the period October 1, 2020 to September 30, 2021

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $6,700.00

Description of the USGS regional/national program: **Climate Response Network (CRN)**

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001066
Agreement #: 21MCJFA0010
Project #: MC00E2A
TIN #: 59-6000292

9. Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name:	Darrell Lambeth Hydrologic Data Chief, Orlando
Address:	12703 Research Parkway Orlando, FL 32826
Telephone:	(407) 803-5543
Fax:	(407) 803-5501
Email:	dlambeth@usgs.gov

Customer Technical Point of Contact

Name:	John Walsh II, P.E.
Address:	351 Shearer Blvd. 2nd Floor Cocoa, FL 32922
Telephone:	(321) 433-8710
Fax:	
Email:	jwalsh@cocoafl.org

USGS Billing Point of Contact

Name:	Susan Jones Budget Analyst
Address:	4446 Pet Lane Suite 108 Lutz, FL 33559
Telephone:	(813) 498-5009
Fax:	(813) 498-5002
Email:	swjones@usgs.gov
DUNS:	137783937

Customer Billing Point of Contact

Name:	John Walsh II, P.E.
Address:	351 Shearer Blvd. 2nd Floor Cocoa, FL 32922
Telephone:	(321) 433-8710
Fax:	
Email:	jwalsh@cocoafl.org AccountsPayable@cocoafl.org

U.S. Geological Survey
United States
Department of Interior

Signature

By David M. Sumner Digitally signed by David M. Sumner Date: 2020.07.31 15:03:55 -04'00' **Date: 07/31/2020**
Name: David M. Sumner, Ph.D., PG
Title: Director, Caribbean-Florida Water Science Center

City of Cocoa

Signatures

By _____ **Date:** 8/31/2020
Name: John A. Walsh
Title: Utilities Director

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

FY 2021

March 17, 2020

Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
City of Cocoa								
WATER QUALITY SAMPLING STATIONS								
282341081040101	COCOA A	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282341081040101	COCOA A	Periodic	pH	P	PH	1	$ 61	$ 61
282341081040101	COCOA A	Periodic	major cations	P	CAT	1	$ 600	$ 600
282341081040101	COCOA A	Periodic	chloride	P	CL	4	$ 1,740	$ 1,740
								$ -
282847081013701	COCOA H **WELL IS**	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282847081013701	COCOA H **NO LONGER**	Periodic	pH	P	PH	1	$ 61	$ 61
282847081013701	COCOA H **PLUGGED**	Periodic	major cations	P	CAT	1	$ 600	$ 600
282847081013701	COCOA H **SAMPLE**	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
282531081095701	COCOA D	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282531081095701	COCOA D	Periodic	pH	P	PH	1	$ 61	$ 61
282531081095701	COCOA D	Periodic	major cations	P	CAT	1	$ 600	$ 600
282531081095701	COCOA D	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
282406081093602	COCOA R	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282406081093602	COCOA R	Periodic	pH	P	PH	1	$ 61	$ 61
282406081093602	COCOA R	Periodic	major cations	P	CAT	1	$ 600	$ 600
282406081093602	COCOA R	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
282530081065601	COCOA S-Zone 1 (OR-614)	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282530081065601	COCOA S-Zone 1 (OR-614)	Periodic	pH	P	PH	1	$ 61	$ 61
282530081065601	COCOA S-Zone 1 (OR-614)	Periodic	major cations	P	CAT	1	$ 600	$ 600
282530081065601	COCOA S-Zone 1 (OR-614)	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
282530081065602	COCOA S-Zone 2 (OR-615)	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282530081065602	COCOA S-Zone 2 (OR-615)	Periodic	pH	P	PH	1	$ 61	$ 61
282530081065602	COCOA S-Zone 2 (OR-615)	Periodic	major cations	P	CAT	1	$ 600	$ 600
282530081065602	COCOA S-Zone 2 (OR-615)	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -

FY 2021

March 17, 2020

Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
282530081065603	COCOA S-Zone 3 (OR-613)	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282530081065603	COCOA S-Zone 3 (OR-613)	Periodic	pH	P	PH	1	$ 61	$ 61
282530081065603	COCOA S-Zone 3 (OR-613)	Periodic	major cations	P	CAT	1	$ 600	$ 600
282530081065603	COCOA S-Zone 3 (OR-613)	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
283249081053201	BITHLO 1	Periodic	temp and cond	P	KT	1	$ 61	$ 61
283249081053201	BITHLO 1	Periodic	pH	P	PH	1	$ 61	$ 61
283249081053201	BITHLO 1	Periodic	major cations	P	CAT	1	$ 600	$ 600
283249081053201	BITHLO 1	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
283249081053202	BITHLO 2	Periodic	temp and cond	P	KT	1	$ 61	$ 61
283249081053202	BITHLO 2	Periodic	pH	P	PH	1	$ 61	$ 61
283249081053202	BITHLO 2	Periodic	major cations	P	CAT	1	$ 600	$ 600
283249081053202	BITHLO 2	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
283249081053203	BITHLO 3	Periodic	temp and cond	P	KT	1	$ 61	$ 61
283249081053203	BITHLO 3	Periodic	pH	P	PH	1	$ 61	$ 61
283249081053203	BITHLO 3	Periodic	major cations	P	CAT	1	$ 600	$ 600
283249081053203	BITHLO 3	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
282533081082202	COCOA C ZONE 1	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282533081082202	COCOA C ZONE 1	Periodic	pH	P	PH	1	$ 61	$ 61
282533081082202	COCOA C ZONE 1	Periodic	major cations	P	CAT	1	$ 600	$ 600
282533081082202	COCOA C ZONE 1	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
282533081082204	COCOA C ZONE 3	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282533081082204	COCOA C ZONE 3	Periodic	pH	P	PH	1	$ 61	$ 61
282533081082204	COCOA C ZONE 3	Periodic	major cations	P	CAT	1	$ 600	$ 600
282533081082204	COCOA C ZONE 3	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
282533081082205	COCOA C ZONE 4	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282533081082205	COCOA C ZONE 4	Periodic	pH	P	PH	1	$ 61	$ 61
282533081082205	COCOA C ZONE 4	Periodic	major cations	P	CAT	1	$ 600	$ 600
282533081082205	COCOA C ZONE 4	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -

FY 2021

March 17, 2020

Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
282533081082206	COCOA C ZONE 5	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282533081082206	COCOA C ZONE 5	Periodic	pH	P	PH	1	$ 61	$ 61
282533081082206	COCOA C ZONE 5	Periodic	major cations	P	CAT	1	$ 600	$ 600
282533081082206	COCOA C ZONE 5	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
282335081103701	Residential well No. 3 Johnson	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282335081103701	Residential well No. 3 Johnson	Periodic	pH	P	PH	1	$ 61	$ 61
282335081103701	Residential well No. 3 Johnson	Periodic	major cations	P	CAT	1	$ 600	$ 600
282335081103701	Residential well No. 3 Johnson	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
282336081105201	Residential well No. 4 Nodorft	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282336081105201	Residential well No. 4 Nodorft	Periodic	pH	P	PH	1	$ 61	$ 61
282336081105201	Residential well No. 4 Nodorft	Periodic	major cations	P	CAT	1	$ 600	$ 600
282336081105201	Residential well No. 4 Nodorft	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
282346081004601	DIGIOVANNI WELL	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282346081004601	DIGIOVANNI WELL	Periodic	pH	P	PH	1	$ 61	$ 61
282346081004601	DIGIOVANNI WELL	Periodic	major cations	P	CAT	1	$ 600	$ 600
282346081004601	DIGIOVANNI WELL	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
QW from ALL Production wells ANNUALLY								$ -
282510081054501	COCOA 1	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282510081054501	COCOA 1	Periodic	pH	P	PH	1	$ 61	$ 61
282510081054501	COCOA 1	Periodic	major cations	P	CAT	1	$ 600	$ 600
282510081054501	COCOA 1	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
282612081054201	COCOA 2	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282612081054201	COCOA 2	Periodic	pH	P	PH	1	$ 61	$ 61
282612081054201	COCOA 2	Periodic	major cations	P	CAT	1	$ 600	$ 600
282612081054201	COCOA 2	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
282548081054201	COCOA 3	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282548081054201	COCOA 3	Periodic	pH	P	PH	1	$ 61	$ 61
282548081054201	COCOA 3	Periodic	major cations	P	CAT	1	$ 600	$ 600
282548081054201	COCOA 3	Periodic	chloride	P	CL	1	$ 240	$ 240

FY 2021

March 17, 2020

Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
								$ -
282451081054501	COCOA 5	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282451081054501	COCOA 5	Periodic	pH	P	PH	1	$ 61	$ 61
282451081054501	COCOA 5	Periodic	major cations	P	CAT	1	$ 600	$ 600
282451081054501	COCOA 5	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
282530081054201	COCOA 7	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282530081054201	COCOA 7	Periodic	pH	P	PH	1	$ 61	$ 61
282530081054201	COCOA 7	Periodic	major cations	P	CAT	1	$ 600	$ 600
282530081054201	COCOA 7	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
282632081054502	COCOA 8R	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282632081054502	COCOA 8R	Periodic	pH	P	PH	1	$ 61	$ 61
282632081054502	COCOA 8R	Periodic	major cations	P	CAT	1	$ 600	$ 600
282632081054502	COCOA 8R	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
282650081054201	COCOA 9	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282650081054201	COCOA 9	Periodic	pH	P	PH	1	$ 61	$ 61
282650081054201	COCOA 9	Periodic	major cations	P	CAT	1	$ 600	$ 600
282650081054201	COCOA 9	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
282716081054501	COCOA 10	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282716081054501	COCOA 10	Periodic	pH	P	PH	1	$ 61	$ 61
282716081054501	COCOA 10	Periodic	major cations	P	CAT	1	$ 600	$ 600
282716081054501	COCOA 10	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
282344081054201	COCOA 11	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282344081054201	COCOA 11	Periodic	pH	P	PH	1	$ 61	$ 61
282344081054201	COCOA 11	Periodic	major cations	P	CAT	1	$ 600	$ 600
282344081054201	COCOA 11	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
282529081073201	COCOA 7A	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282529081073201	COCOA 7A	Periodic	pH	P	PH	1	$ 61	$ 61
282529081073201	COCOA 7A	Periodic	major cations	P	CAT	1	$ 600	$ 600
282529081073201	COCOA 7A	Periodic	chloride	P	CL	1	$ 240	$ 240

FY 2021

March 17, 2020

Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
								$ -
282531081075602	COCOA 13R	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282531081075602	COCOA 13R	Periodic	pH	P	PH	1	$ 61	$ 61
282531081075602	COCOA 13R	Periodic	major cations	P	CAT	1	$ 600	$ 600
282531081075602	COCOA 13R	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
282531081082201	COCOA 14	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282531081082201	COCOA 14	Periodic	pH	P	PH	1	$ 61	$ 61
282531081082201	COCOA 14	Periodic	major cations	P	CAT	1	$ 600	$ 600
282531081082201	COCOA 14	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
282530081085401	COCOA 15	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282530081085401	COCOA 15	Periodic	pH	P	PH	1	$ 61	$ 61
282530081085401	COCOA 15	Periodic	major cations	P	CAT	1	$ 600	$ 600
282530081085401	COCOA 15	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
282530081091701	COCOA 16	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282530081091701	COCOA 16	Periodic	pH	P	PH	1	$ 61	$ 61
282530081091701	COCOA 16	Periodic	major cations	P	CAT	1	$ 600	$ 600
282530081091701	COCOA 16	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
282530081094001	COCOA 17	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282530081094001	COCOA 17	Periodic	pH	P	PH	1	$ 61	$ 61
282530081094001	COCOA 17	Periodic	major cations	P	CAT	1	$ 600	$ 600
282530081094001	COCOA 17	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
282556081094001	COCOA 18	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282556081094001	COCOA 18	Periodic	pH	P	PH	1	$ 61	$ 61
282556081094001	COCOA 18	Periodic	major cations	P	CAT	1	$ 600	$ 600
282556081094001	COCOA 18	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
282624081090401	COCOA 19	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282624081090401	COCOA 19	Periodic	pH	P	PH	1	$ 61	$ 61
282624081090401	COCOA 19	Periodic	major cations	P	CAT	1	$ 600	$ 600
282624081090401	COCOA 19	Periodic	chloride	P	CL	1	$ 240	$ 240

FY 2021

March 17, 2020

Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
								$ -
282424081093601	COCOA 20	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282424081093601	COCOA 20	Periodic	pH	P	PH	1	$ 61	$ 61
282424081093601	COCOA 20	Periodic	major cations	P	CAT	1	$ 600	$ 600
282424081093601	COCOA 20	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
282406081093601	COCOA 21	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282406081093601	COCOA 21	Periodic	pH	P	PH	1	$ 61	$ 61
282406081093601	COCOA 21	Periodic	major cations	P	CAT	1	$ 600	$ 600
282406081093601	COCOA 21	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
282356081091901	COCOA 22	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282356081091901	COCOA 22	Periodic	pH	P	PH	1	$ 61	$ 61
282356081091901	COCOA 22	Periodic	major cations	P	CAT	1	$ 600	$ 600
282356081091901	COCOA 22	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
282331081093801	COCOA 23	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282331081093801	COCOA 23	Periodic	pH	P	PH	1	$ 61	$ 61
282331081093801	COCOA 23	Periodic	major cations	P	CAT	1	$ 600	$ 600
282331081093801	COCOA 23	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
282315081093601	COCOA 24	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282315081093601	COCOA 24	Periodic	pH	P	PH	1	$ 61	$ 61
282315081093601	COCOA 24	Periodic	major cations	P	CAT	1	$ 600	$ 600
282315081093601	COCOA 24	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
282300081092401	COCOA 25	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282300081092401	COCOA 25	Periodic	pH	P	PH	1	$ 61	$ 61
282300081092401	COCOA 25	Periodic	major cations	P	CAT	1	$ 600	$ 600
282300081092401	COCOA 25	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
282315081053801	COCOA 38	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282315081053801	COCOA 38	Periodic	pH	P	PH	1	$ 61	$ 61
282315081053801	COCOA 38	Periodic	major cations	P	CAT	1	$ 600	$ 600
282315081053801	COCOA 38	Periodic	chloride	P	CL	1	$ 240	$ 240

FY 2021

March 17, 2020

Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
								$ -
282304081053901	COCOA 39	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282304081053901	COCOA 39	Periodic	pH	P	PH	1	$ 61	$ 61
282304081053901	COCOA 39	Periodic	major cations	P	CAT	1	$ 600	$ 600
282304081053901	COCOA 39	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
282250081053801	COCOA 40	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282250081053801	COCOA 40	Periodic	pH	P	PH	1	$ 61	$ 61
282250081053801	COCOA 40	Periodic	major cations	P	CAT	1	$ 600	$ 600
282250081053801	COCOA 40	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
282238081053801	COCOA 41	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282238081053801	COCOA 41	Periodic	pH	P	PH	1	$ 61	$ 61
282238081053801	COCOA 41	Periodic	major cations	P	CAT	1	$ 600	$ 600
282238081053801	COCOA 41	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
282208081053801	COCOA 42	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282208081053801	COCOA 42	Periodic	pH	P	PH	1	$ 61	$ 61
282208081053801	COCOA 42	Periodic	major cations	P	CAT	1	$ 600	$ 600
282208081053801	COCOA 42	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
282145081053801	COCOA 43	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282145081053801	COCOA 43	Periodic	pH	P	PH	1	$ 61	$ 61
282145081053801	COCOA 43	Periodic	major cations	P	CAT	1	$ 600	$ 600
282145081053801	COCOA 43	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
282127081053901	COCOA 44	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282127081053901	COCOA 44	Periodic	pH	P	PH	1	$ 61	$ 61
282127081053901	COCOA 44	Periodic	major cations	P	CAT	1	$ 600	$ 600
282127081053901	COCOA 44	Periodic	chloride	P	CL	1	$ 240	$ 240
								$ -
282530081054204	COCOA 7T1	Periodic	temp and cond	P	KT	1	$ 61	$ 61
282530081054204	COCOA 7T1	Periodic	pH	P	PH	1	$ 61	$ 61
282530081054204	COCOA 7T1	Periodic	major cations	P	CAT	1	$ 600	$ 600
282530081054204	COCOA 7T1	Periodic	chloride	P	CL	1	$ 240	$ 240

FY 2021

March 17, 2020

Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST		COOPERATOR TOTAL	
Water Quality Sampling Subtotal								**$ 47,676**		**$ 47,676**
CONTINUOUS WATER LEVEL STATIONS										
282341081040101	COCOA A	Continuous	water level	C	H	1	7330	$ 6,330		
282406081093602	COCOA R	Continuous	water level	C	H	1	7330	$ 6,330		
282341081040101	COCOA A	Continuous	rain	C	RFA	1	1640	$ 1,530		
282531081082202	COCOA G	Continuous	water level	C	H	1	7330	$ 6,330		
282531081095701	COCOA D	Continuous	water level	C	H	1	7330	$ 6,330		
282532081075601	COCOA B	Continuous	water level	C	H	1	7330	$ 6,330		
282623081153801	COCOA P	Continuous	water level	C	H	1	7330	$ 6,330		
283249081053201	BITHLO 1	Continuous	water level	C	H	1	7330	$ 6,330		
283249081053203	BITHLO 3	Continuous	water level	C	H	2	7330	$ 630		
Continuous Water Level Subtotal								**$ 60,280**		**$ 46,470**
MONTHLY MEASUREMENT STATIONS										
283249081053202	BITHLO 2	Periodic	water level 12/yr	P	H/12	1	$ 3,900		$ 3,900	
QUARTERLY MEASUREMENT STATIONS										
282510081054503	COCOA 1T	Periodic	water level 4/yr	P	H/4	1	$ 1,430		$ 1,100	
282847081013702	COCOA K	Periodic	water level 4/yr	P	H/4	1	$ 1,430		$ 1,100	
282510081054502	COCOA M	Periodic	water level 4/yr	P	H/4	1	$ 1,430		$ 1,100	
282531081054301	COCOA O	Periodic	water level 4/yr	P	H/4	1	$ 1,430		$ 1,100	
282533081082202	COCOA C ZONE 1	Periodic	water level 4/yr	P	H/4	1	$ 1,430		$ 1,100	
282533081082204	COCOA C ZONE 3	Periodic	water level 4/yr	P	H/4	1	$ 1,430		$ 1,100	
282533081082205	COCOA C ZONE 4	Periodic	water level 4/yr	P	H/4	1	$ 1,430		$ 1,100	
282533081082206	COCOA C ZONE 5	Periodic	water level 4/yr	P	H/4	1	$ 1,430		$ 1,100	
282739081054501	COCOA F	Periodic	water level 4/yr	P	H/4	1	$ 1,430		$ 1,100	
Periodic Water Level Subtotal								**$ 16,770**		**$ 13,800**

FY 2021

March 17, 2020

Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
ANNUAL REPORT								
	ANNUAL REPORT	Annual	report preparation	A	REPT	1	$ 7,260	$ 7,260
Annual Report Subtotal							**$ 7,260**	**$ 7,260**
SURFACE WATER STATIONS								
02232400	ST JOHNS RIVER NEAR COCOA	Continuous	temp, cond	C	TK1A	1	$ 8,420	$ 6,620
Surface Water Station Subtotal							**$ 8,420**	**$ 6,620**
FY 2021 PROGRAM TOTALS							**$ 140,406**	**$ 121,826**

	2021
Total Program	$ 140,406
City of Cocoa	$ 121,826
USGS Climate Response Network (CRN)	$ 6,700
USGS CMF Support	$ 11,880

Legislation Details (With Text)

File #:	20-552	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	8/24/2020			**In control:**	City Council
On agenda:	9/23/2020			**Final action:**	
Title:	Approve a one-year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2020 through September 30, 2021 with an estimated premium of $998,385 pending approval of the FY2021 budget. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	0105 City of Cocoa CRM_20.21 Renewal Proposal.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 11, 2020
Agenda Date: September 23, 2020
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: Matthew Fuhrer, Interim City Manager
Requested Action:
Approve a one-year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2020 through September 30, 2021 with an estimated premium of $998,385 pending approval of the FY2021 budget.

BACKGROUND:

The City has been insured with Florida League of Cities' Florida Municipal Insurance Trust since October 1, 2001. The current policy covering general liability, automobile, and property coverage expires September 30, 2020. The Florida League of Cities has submitted a one-year renewal proposal for the same level of coverage, making the total renewal premium $998,385. This proposal represents an increase of $44,507 (4.7%) based on the FY2020 premium of $953,878.

Under the Finance Operations Manual, Section 12.2 Purchasing Procedures, the City Council may determine exceptions to competitive sealed bidding, under particular circumstances, if such exception is deemed in the best interests of the City and authorized by law. City Staff recommends to waive competitive bidding for this purchase so the City can remain a member of the FMIT for an additional year. The additional services and offers of coverage and services received from FMIT are not offered by other carriers as more fully explained below, the FMIT has superior financial stability (approx. $500 million in assets, $194 million in surplus, and $10 billion in total insured value according to FMIT report), premiums are competitive, and past claims service with the FMIT over the past 18 years has been excellent. In sum, City staff does not believe it is in the City's best interest to

leave FMIT.

At the regular City Council Meeting on September 10, 2014, as part of the General Insurance Program renewal for Fiscal Year 2015, the staff report outlined key differences of the FMIT policy compared to a competitor. Unlike many other insurance coverage, defense/legal costs are not deducted from coverage limits or charged to the member as part of the deductible. As a tool to manage liability and exposure to the City, this is a vital covered item and protected the City from extensive legal expenses over the years. The City has worked with FMIT through our City Attorney's office to defend several important and costly trials where the City has prevailed at trial. In addition, the FMIT policy also provides additional coverage amounts for public officials' liability and property rights claims including extra-contractual coverage for EEOC claims and public official ethics defense. Additionally, FMIT members automatically participate in the *SynergyNDS* Program which is a proprietary program that provides the City with crucial disaster preparedness, response and recovery services for crisis planning, disaster response and loss recovery. For example, in the event of a natural disaster in which the City suffers extensive property damage, this turnkey recovery program will eliminate the City's upfront out-of-pocket expense associated with an insured property loss, expedite the overall claim and recovery process while allowing members the flexibility to have it done in coordination with the City's requirements, and provide real time reporting and experienced project management at no additional cost to the City.

A summary of the City's FY2021 renewal is:

General Liability 2020 / 2021 Premium - $457,739
The General Liability (GL) premium is based on two factors. (1) The GL experience modification. This modification is calculated just like the City's Workers' Compensation modification by using the 2016/2017, 2017/2018, and 2018/2019 fund year losses. (2) The GL is rated by using projected payrolls from the City for the 2019/2020 year. Using both of these factors, the proposal represents a $33,880 decrease based on the FY2020 premium of $491,619.

Auto Liability & Physical Damage 2020 / 2021 Premium - $229,927
This proposal represents a $51,076 increase based on the FY2020 premium of $178,851. There has been a high spike in vehicle liability and physical claims during the current fiscal year that has led to a larger increase than we have had in years past. Additionally, the City has added several large new vehicles and inland marine equipment. All of these factors played a role in our increased renewal. Over the past year the City's vehicle accidents continued to spike, which increases the auto liability for the City. The City's Safety and Risk Program Manager has implemented a Defense Driving program throughout the City and is holding remedial training for large accidents. This will be a continued focus for the upcoming fiscal year to drive these claims down.

Property Coverage 2020 / 2021 Premium - $310,719
This coverage includes Real & Personal Property, Windstorm/Hail, Equipment and Inland Marine. This proposal represents a $27,311 or 9.6% increase based on the FY2020 premium of $283,408. The City currently has approximately $107,000,000 in assets insured.

For the majority of our years with FMIT, the FMIT Board of Trustees has approved a return of property premium, which has historically resulted in the City receiving a portion of its property insurance premiums being returned to the City at the end of the fiscal year. The return amount has varied but year-to-year with the annual range between $27,000-70,000 and the average $45,000. Due to recent property devastation related to Hurricanes Irma and Michael, the FMIT Board of

Trustees did not approve a return of property premium for their customers for this renewal.

Overall, the FMIT policy is increasing by four point seven percent (4.7%). The insurance expenses are split between multiple account lines and those are broken down below in the budgetary impact section. The City has budgeted this item in the proposed Fiscal Year 2021 budget.

STRATEGIC PLAN CONNECTION:

Renewal of the General Insurance Program through Florida League of Cities' Florida Municipal Insurance Trust will provide Financial Stability and will allow the City to control expenses of our General Liability, Automobile Liability, and Property Insurance.

BUDGETARY IMPACT:

Budgeted (in Proposed FY21)	Yes
If not budgeted, is amendment/transfer attached?	N/A

All Insurance Account Lines total $ $1,132,320.00 in the proposed FY21 Budget. Some of the City's insurance policies are within the City Manager's spending authority and do not come to City Council for approval but are in the proposed budget. The total budgetary impact for this insurance renewal is $998,385 and is split by Fund/Account below. Since the budgeted amounts are based on an estimate, there may be a need to move monies within the divisions to cover the three types of insurance. The auto renewal was more than anticipated in the proposed budget and a budget amendment may be needed to cover the stormwater budget during the year.

Amount Requested	General Liability	
Account Number	$283,799	001-1600-513.45-00
	$169,364	421-4010-536.45-00
	$4,578	423-3570-538.45-00
Account Name	Insurance	
Amount Requested	Auto Liability/Physical Damage	
Account Number	$103,505	001-1600-513.45-00
	$119,000	421-4010-536.45-00
	$7,422	423-3570-538.45-00
Account Name	Insurance	
Amount Requested	Property	
Account Number	$90,109	001-1600-513.45-00
	$220,611	421-4010-536.45-00
Account Name	Insurance	

PREVIOUS ACTION:

The City Council at its August 28, 2019 meeting, approved a one-year renewal policy with the Florida League of Cities, Inc., for the period October 1, 2019 through September 30, 2020, pending approval of the FY2020 budget.

RECOMMENDED MOTION:

Approve a one-year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2020 through September 30, 2021 with an estimated premium of $998,385 pending approval of the FY2021 budget.

FMIT FLORIDA MUNICIPAL INSURANCE TRUST

*Protecting the **Communities** We Call **Home***

RENEWAL QUOTE FOR 2020-2021

City of Cocoa

FMIT 0105

Coverage	Deductible	Limit	Premium
General/Professional Liability	$25,000	$2,000,000	$457,739
Automobile Liability	$25,000	$1,000,000	$114,471
Automobile Physical Damage	Per Schedule		$115,456
Property	$25,000	$107,127,641	$310,719
TOTAL FMIT PREMIUM			**$998,385**

Note: Coverage summaries provided herein are intended as an outline of coverage only and are necessarily brief. In the event of loss, all terms, conditions, and exclusions of actual Agreement and/or Policies will apply.

Legislation Details (With Text)

File #:	20-583	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	9/1/2020			**In control:**	City Council
On agenda:	9/23/2020			**Final action:**	
Title:	Approve Task Order 2021-15 with Jacobs Engineering Group (Jacobs) for Program Management Services for Operating Revenue (OR) Projects, Project No. WS1221 and Task Order 2021-14 for Plan Review Services to include Engineering Land Development Review, Project No. WS1221; Pending Approval of the FY2021 Budget.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-JACOBS 2021-15 $453926-UT-ENG.pdf Task Order 2021-15 Cocoa Program Management FY 2021 for OR Projects.pdf TO-JACOBS 2021-14 $178052-UT-ENG.pdf Task Order 2021-14 Cocoa Program Plan Review, Permitt Assist, Utility Support.pdf 02_05_2020 Agreement for Continuing Engineering Services for Water System.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 1, 2020
Agenda Date: September 23, 2020
Prepared By: Katherine D. Ennis, P.E., Deputy Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2021-15 with Jacobs Engineering Group (Jacobs) for Program Management Services for Operating Revenue (OR) Projects, Project No. WS1221 and Task Order 2021-14 for Plan Review Services to include Engineering Land Development Review, Project No. WS1221; Pending Approval of the FY2021 Budget

BACKGROUND:

On November 13, 2019, City Council approved the final ranking of firms for RFQ-20-03-COC, Engineering Services for the Water System, and authorized the City Manager and City Attorney to negotiate and execute a multi-year contract with the selected firm, Jacobs Engineering Group (Jacobs). This agreement was entered on February 5, 2020, for three years with the option to extend the term for two (2) additional two (2) year terms.

Staff is requesting City Council approval of these task orders under this new Continuing Services Agreement (CSA). The following are the task orders and scope of services:

Task Order 2021-15 - FY2021 Program Management Services for Cocoa Utilities Operating Revenue (OR) Funded CIP Projects. The purpose of this task order is to provide program management and administration services, program design management and project support, technical and regulatory support, construction inspection services, utility information management systems support, and program website. The total cost of this task order is $453,926.

Task Order 2021-14 - FY2021 Plan Review, Permitting Assistance and Utility Support. The purpose of this task order is to provide plan review services, permitting assistance, and utility support. The total cost of this task order is $178,052.

Staff recommends approval of these task orders with Jacobs Engineering Group.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$631,978
Account Number	424-4055-536.63-00, WS1221
Account Name	Infrastructure
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Approve Task Order 2021-15 with Jacobs Engineering Group (Jacobs) for Program Management Services for Operating Revenue (OR) Projects, Project No. WS1221, and Task Order 2021-14 for Plan Review Services to include Engineering Land Development Review, Project No. WS1221; Pending Approval of the FY2021 Budget.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=8799918&GUID=266AA657-C1BA-465C-86B3-AB0F9C9EAF9B* is a secure document that has been embedded in this document. Double click the pushpin to view.



City of Cocoa
Task Order 2021-15

FY 2021 Engineering Services for the Water System – Program Management Services for Cocoa Utilities Operating Revenue Funded CIP Projects

Objective

The purpose of this task order is to provide program management services, including program management/administration, design management and construction project support services in support of Operating Revenue (OR) funded Cocoa Utilities Capital Improvement Plan (CIP) program projects listed in Attachment A which are funded by the City's Fiscal Year 2021 (FY 2021) budget. This task order is intended to include the estimated level of effort to provide the above described services on a time and materials basis compensation method for the period from October 1, 2020 through September 30, 2021. Services proposed by JACOBS Engineering Group (JACOBS) in this Task Order will be performed in accordance with the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa on February 5, 2020.

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 JACOBS' Program Management Team (PMT) staff will be the responsibility of JACOBS' Program Manager, who will receive input from the Cocoa Utilities Director and Deputy 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 FY2021 Validation and FY2022-2026 Capital Improvement Plan Update

As part of the 2018 Water Capital Plan Update, an annual process was developed that revalidated carry forward and new capital project costs and scope for the new fiscal year, and the current year projects are inputted into a cost-loaded schedule database for day to day management over the course of the new fiscal year. The second effort of this task is the re-validation of the following year's 5-year CIP, new project development, cost estimating, prioritization, funding analysis, and CIP database population/quality control. It is anticipated that the existing 2018 Capital Plan prioritization processes and weighting will be used for this FY2022 CIP update between January 2021 and March 2021. The outcome of the annual validation and CIP update tasks will include several deliverables as follows:

1. FY2021 budget adjustment based on re-validation results and FY2020 budget closeout activities. Execution will include close coordination with Utility and Finance Department in the development and processing of budget adjustments.
2. Updated program management plan focusing on execution requirements for FY2021which includes a re-baselined CIP schedule.
3. Allocation of FY2020 program costs to individual projects for archival of the prior year's costs.
4. Updated capital plan database for the FY2022-2026 time period, coordinated through City's Utility Department.
5. Summary report for the FY2022 updated CIP.

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 JACOBS which included the validated 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 and Deputy 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 JACOBS 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 JACOBS 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)
- FY2021 budget adjustment recommendation

- Updated capital plan database, re-baselined schedule

Task 2 – Program Design Management and Project Support

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, 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 –** Monitor 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.

The Program Design Management Team (DM-T) will provide design project management and technical assistance for the specific projects shown in Attachment B, or as otherwise directed by Cocoa Utilities. Cocoa Utilities staff and JACOBS 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 JACOBS. These assignments are identified in Attachment B and were utilized in estimating JACOBS' level of effort for this Task specifically.

As described below, activities are aligned with general program level design management services and coordination as well as management of individual projects performed by engineering consultants or general contractors contracted with Cocoa.

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, monitor change and, in general, assess if 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, and review 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 Phase

This task includes DM-T responsibilities related to program bidding 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. The City shall make final selection of successful bidder. Scope does not include attendance by the DM-T at pre-bid, pre-award, or pre-construction meetings.

Technical Assistance

JACOBS 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

Task 3-Technical and Regulatory Support

JACOBS 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. JACOBS will also attend regulatory meetings conducted by regulatory agencies, professional societies and Central Florida utilities when requested by Cocoa Utilities.

When the City requests technical or regulatory support, JACOBS will provide a scope and estimated level of effort for City review. The City will provide written authorization to proceed to JACOBS.

Task 4 – Construction Inspection Services

Cocoa has requested construction inspection services on an as-need basis for capital and treatment/storage/pumping related projects. When the City requests construction inspection services, JACOBS will provide a scope and estimated level of effort for City review. The City will provide written authorization to proceed to JACOBS.

As described below, activities are aligned with general construction management services and coordination as well as management of general contractors contracted with Cocoa. This task includes DM-T responsibilities related to program construction activities including, but not limited to:

- 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.

The presence or duties of JACOBS' personnel at a construction site, whether as onsite representatives or otherwise, do not make JACOBS or JACOBS' personnel in any way responsible for those duties that belong to City and/or the construction contractor or other entities, and do not relieve the construction contractor 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.

JACOBS and JACOBS' 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 JACOBS' own personnel.

The presence of JACOBS' personnel at a construction site is for the purpose of providing to 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). JACOBS 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 their 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

JACOBS 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, development of a GIS strategic plan, support to field operations with implementation of InfoWater and transfer of data to GIS, as well as development of communication tools and processes for use by the Utility.

Task 6 Program Website

Task 6.1 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 FY2021 baseline information and new projects added to the capital plan for FY2021. 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 6.2 As-Needed Maintenance and Enhancement Support

Typically websites like these will require additional programming support for enhancements and changes based on public feedback. An allowance of $1,000 has been allocated for a web developer to provide on-call troubleshooting or enhancement services upon request.

JACOBS will provide the hosting of the program website through a 3rd party hosting service.

Deliverables

- Updated project information for current website

Additional Services

The following additional services may be provided by JACOBS upon authorization through an amendment to this Task Order by the City and agreement on compensation to JACOBS.

- 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.
- Development, coordination or participation in partnering programs.
- Value engineering or similar value analysis studies.
- 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.
- The additional services task will only be utilized upon written authorization by the City of Cocoa.

Safety

JACOBS 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.

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

JACOBS and JACOBS' personnel have no authority to exercise any control over any 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 contractor(s) or other entity or any other persons at the site except JACOBS' own personnel.

Assumption - Jacobs will reasonably rely upon the accuracy, and completeness of the information/data provided by the Client or other third parties.

Task Order Assumptions:

Assumption - Jacobs will reasonably rely upon the accuracy, and completeness of the information/data provided by the Client or other third parties.

Any review by JACOBS of design prepared by a third- party shall be for general conformance with the design intent, drawings and specifications but not a complete review of all design details and calculations. The Designer and their design professionals shall remain responsible for the accuracy and completeness of their design and construction documents. JACOBS does not assume any liability for work product(s) prepared by third parties, including but not limited to design and related work and makes no representation or warranty regarding same.

Schedule

This Task Order covers the period from date of October 1, 2020 through September 30, 2021.

Subconsultants

Should the need arise to perform website maintenance or upgrades, JACOBS may contract with a qualified web development subconsultant to have the services performed on a time and materials basis, as discussed in Task 6.2 above.

Reiss Engineering is a subconsultant to JACOBS and may be available for assistance on Design Management support as needed.

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	873	$147,835
TASK 2 Program Design Management and Construction Support	297	$47,397
TASK 3 Technical and Regulatory Support	660	$104,024
TASK 4 Construction Inspection Support	75	$10,650
TASK 5 Utility Information Management Systems Support	626	$122,520
TASK 6 Program Website	50	$8,000
EXPENSES & SUBCONSULTANTS	N/A	$13,500
Grand Total	**2,581**	**$453,926**

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 –Operating Revenue Funded Projects List for Program Management Services

Attachment B – Operating Revenue Funded 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

By _____

Title _____

Date _____

Accepted for JACOBS Engineering Group

By _____
Francois Didier Menard

Title Vice President

Date September 04, 2020

City of Cocoa FY2021 Program Management for OR Funded Projects
Task Order 2021-XX Labor Hour Breakdown - 09/04/2020

		Per Diem Schedule Description								
		Principal/Senior Reviewer/Consultant/Senior Project Manager	Senior Professional Engineer/Scientist/Consultant	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	Professional Engineer/Scientist/Consultant/Project Manager	Junior Professional Engineer/Scientist/Consultant	Project Engineer/Scientist/Consultant	Office/Project Administration	Labor Hours	Labor Fee
TASK #	**TASK NAME**	$235.00	$218.00	$199.00	$169.00	$142.00	$120.00	$85.00		
1	**PROGRAM MANAGEMENT & ADMINISTRATION**									
1.1	**Program Management and Administration**									
1.1.1	Program Management & Oversight	24	24	225	40	40	40		393	$72,887
1.1.2	FY2021 Validation & CIP Update	8		40		40	100		188	$27,520
1.2	**Program Controls**									
1.2.1	Scheduling			32	80	80			192	$31,248
1.2.2	Cost Control			16	16	16			48	$8,160
1.2.3	Document Controls							28	28	$2,380
	QA / QC	24							24	$5,640
								Task Subtotals	**873**	**$147,835**
2	**PROGRAM DESIGN MANAGEMENT & PROJECT SUPPORT**									
	FY21 Support	8	24	40	75	75	75		297	$47,397
								Task Subtotals	**297**	**$47,397**
3	**TECHNICAL & REGULATORY SUPPORT**									
	FY21 Support	24	24	80	144	288	100		660	$104,024
								Task Subtotals	**660**	**$104,024**
4	**CONSTRUCTION INSPECTION SUPPORT**									
	FY21 Support					75			75	$10,650
								Task Subtotals	**75**	**$10,650**
5	**UTILITY INFORMATION MANAGEMENT SYSTEMS SUPPORT**									
5.1	GIS Support & Training			600			26		626	$122,520
								Task Subtotals	**626**	**$122,520**
6	**PROGRAM WEBSITE**									
	Website Updates			6	4	24			34	$5,278
	As-Needed Maintenance & Enhancement Support			6	4	6			16	$2,722
								Task Subtotals	**50**	**$8,000**
								Labor Total	**2,581**	**$440,426**
								Expenses		**$1,000**
								Subcontracts		**$12,500**
								Task Order Total		**$453,926**

Attachment A

CIP/Utility Projects List for FY20 Program Management Services - August 27, 2020

PN	FY2021 Operating Revenue Funded Projects
WS1106	WS1106 Raw Water Well Rehabilitation (WS-19)
WS18FB	Fiske Boulevard Pipeline Improvements - Peachtree to Highland **JOINT PUBLIC WORKS**
WS18SW	WT56 Dyal Surface Water Filters Canopy and Enclosure
	Clarifiers 1 and 2 Structural Repairs
WS19BS	Biosolids Improvements Project
WS19CF	WS19CF Cal Flow
WS19SR	WT80 Miscellaneous Structural Repairs
WS20DW	WS20DW Install New Well No. 17 at Dyal

Attachment B

CIP/Utility OR Funded Projects List for FY21 Program Management Services - August 27, 2020

PN	FY2021 Capital Projects	Phases for FY2021	Design Management	Bid/Construction Project Support	Construction Management/ Inspection	Technical Assistance
WS1106	WS1106 Raw Water Well Rehabilitation (WS-19)	Design and Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS18FB	Fiske Boulevard Pipeline Improvements - Peachtree to Highland **JOINT PUBLIC WORKS**	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS18SW	WT56 Dyal Surface Water Filters Canopy and Enclosure	Design and Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
	Clarifiers 1 and 2 Structural Repairs	Planning	City of Cocoa	Not Applicable	Not Applicable	Jacobs
WS19BS	Biosolids Improvements Project	Planning	City of Cocoa	Not Applicable	Not Applicable	Jacobs
WS19CF	WS19CF Cal Flow	Construction	City of Cocoa	Not Applicable	Not Applicable	Jacobs
WS19SR	WT80 Miscellaneous Structural Repairs	Planning and Design	City of Cocoa	Not Applicable	Not Applicable	Jacobs
WS20DW	WS20DW Install New Well No. 17 at Dyal	Design and Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs

Attachment C

Per Diem Rates Schedule

Classification	Description	Rate
Engineer 9	Principal	$235
Engineer 8	Senior Reviewer/Consultant	$235
Engineer 7	Senior Project Manager	$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$142
Engineer 2	Project Engineer/Scientist/Consultant	$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	$110
Engineer 0	Engineering Intern	$95
Technician 5	Senior Construction Manager/Senior Designer	$169
Technician 4	Construction Manager/Senior Technician	$142
Technician 3	Senior Construction Inspector	$120
Technician 2	Construction Inspector/Technician	$110
Technician 1	Junior Construction Inspector/Junior Technician	$85
Technician Aide	Technical Aide	$80
Office	Office/Project Administration	$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.

2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.

4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.

5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.

6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.

FORTINET

URL Blocked by FortiClient

cocoa.legistar.com/gateway.aspx

is in the category Unknown

Your FortiClient administrator has blocked this category

FortiClient has been configured to block unrated urls.
This url was categorized as unrated because the FortiGuard url rating service is inaccessible.

City of Cocoa
Task Order 2021-14
FY 2021 City of Cocoa Plan Review, Permitting Assistance and Utility Support

Objective

The purpose of this task order is to provide Plan Review, Permitting Assistance and Utility Support to the City of Cocoa. This task order is intended to include the estimated level of effort to provide the above described services on a time and materials basis compensation method for the period from October 1, 2020 through September 30, 2021. Services proposed by JACOBS Engineering Group (JACOBS) in this Task Order will be performed in accordance with the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa on February 5, 2020.

Scope of Services

The services to be performed by JACOBS staff under this Task Order are consulting in nature and not staff augmentation. JACOBS staff will be managed by the JACOBS Program Manager. It is assumed City will provide JACOBS staff necessary access to documents and files.

Task 1 – Plan Review Services

JACOBS will provide plan review support for the City of Cocoa. Services will include providing support to the City in Engineering Land Development review for compliance with City of Cocoa standards. Plan review includes review of documents from developers, FDOT, and residents. It is assumed that JACOBS staff will meet with City of Cocoa review personnel to receive direction on engineering review requirements and external agency coordination specifics. As documents are reviewed, JACOBS will coordinate with the City and satisfactorily agree on comments. JACOBS will participate in meetings with the applicants, as requested by the City. Jacobs may handle emails and phone communications from developers and residents. The City will provide comments to the applicant in letter or email form. Once all comments have been satisfactorily addressed by the applicant, JACOBS will provide the City with a letter recommending approval of the documents. The City will provide final review and approval to the applicant. It is assumed meetings for this task will be held at City of Cocoa offices.

An allowance of $84,156 has been provided under this task order.

Task 2 – Permitting Assistance

JACOBS will provide permitting assistance for the City of Cocoa. Services will include providing support to the City in Water Fields Operations (WFO) and City Customer Service. Jacobs will review permit applications prepared by the City GIS technicians which will then be provided to the City Utility Director for approval, and signature. It is assumed meetings for this task will be held at City of Cocoa offices.

An allowance of $58,468 has been provided under this task order.

Task 3 – Utility Support

JACOBS will provide Utility Support for the City of Cocoa. Services will include providing support to the City in reviewing meter requests and approval and coordination and scheduling of fire hydrant flow tests. As meter requests are received, JACOBS will review and coordinate with the City and provide comments to the City regarding issuance of the meter. Once all comments have been satisfactorily addressed, JACOBS will provide the City with a letter recommending meter issuance for the City's final review, and issuance. For fire hydrant flow test requests, JACOBS will coordinate with City GIS department to submit a request for the test. Once City personnel has completed the field test, the results are provided to GIS and then back to the customer.

An allowance of $35,428 has been provided under this task order.

Safety

JACOBS 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. JACOBS is not responsible for the health, safety, and environmental compliance of the City's staff, or other third parties.

Assumptions

JACOBS will reasonably rely upon the accuracy, and completeness of the information/data provided by the City or other third parties.

Schedule

This Task Order covers the period from date of October 1, 2020 through September 30, 2021.

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 Plan Review Services	612	$84,156
TASK 2 Permitting Assistance	460	$58,468
Task 3 Utility Support	268	$35,428
EXPENSES & SUBCONSULTANTS	N/A	N/A
Grand Total	**1,340**	**$178,052**

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 –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 JACOBS Engineering Group
By _____	By _____
	Francois Didier Menard
Title _____	Title Vice President
Date _____	Date September 03, 2020

FY2021 City of Cocoa Plan Review, Permitting Assistance, and Utility Support Task Order 2021-14 Labor Hour Breakdown - 08/27/2020

		Per Diem Schedule Description								
		Sr Director/Director/Prof Sr Expert/Prof Expert	Sr Manager/Prof Specialist	Manager/Prof Senior	Sr Supervisor/ Prof Career-level	Supervisor II/Prof Associate/Tech Specialist	Prof Intermed/Tech Senior	Office/Project Administration	Labor Hours	Labor Fee
TASK #	**TASK NAME**	$235.00	$218.00	$199.00	$169.00	$142.00	$120.00	$85.00		
1	**Plan Review Services**									
		8		12	192		384	16	612	$84,156
2	**Permitting Assistance**									
		8		12	40		384	16	460	$58,468
3	**Utility Support**									
		8		12	40		192	16	268	$35,428
								Labor Total	**1,340**	**$178,052**
								Expenses		**$0**
								Subcontracts		**$0**
								Task Order Total		**$178,052**

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

Classification	Description	Rate
Engineer 9	Principal	$235
Engineer 8	Senior Reviewer/Consultant	$235
Engineer 7	Senior Project Manager	$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$142
Engineer 2	Project Engineer/Scientist/Consultant	$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	$110
Engineer 0	Engineering Intern	$95
Technician 5	Senior Construction Manager/Senior Designer	$169
Technician 4	Construction Manager/Senior Technician	$142
Technician 3	Senior Construction Inspector	$120
Technician 2	Construction Inspector/Technician	$110
Technician 1	Junior Construction Inspector/Junior Technician	$85
Technician Aide	Technical Aide	$80
Office	Office/Project Administration	$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.

2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.

4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.

5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.

6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.

AGREEMENT FOR
CONTINUING ENGINEERING SERVICES FOR WATER SYSTEM

THIS AGREEMENT is made and entered this 5th day of February 2020, by and between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **JACOBS ENGINEERING GROUP INC.**, a Delaware corporation authorized to do business in the State of Florida ("Engineer"), whose principal address is 1999 Bryan Street, Dallas, TX 75201.

WITNESSETH:

WHEREAS, the City has a need to obtain engineering, design and permitting services from time to time for projects related to the City's water system on an as-needed, task - oriented basis; and

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

WHEREAS, the Engineer participated in the selection and negotiation process; and

WHEREAS, the Engineer is willing to provide such engineering, design and permitting services to the City under the terms and conditions stated herein; and

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional two (2) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2.0 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

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

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as may be amended from time to time, which shall constitute authorization for the Engineer to provide the engineering, design and permitting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

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

c. "Engineer" shall mean Jacobs Engineering Group Inc. and its principals, employees and resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in section 119.011(12), Florida Statutes, as may be amended.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by the Engineer or Engineer's independent professional associates and Engineers which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, as may be amended or any other actual and direct expenses the City agrees to reimburse by Task Order.

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

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in Section 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.0 herein, which sets forth the Work to be performed by the Engineer under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages the Engineer and the Engineer agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of the Engineer to perform engineering, design and permitting services on a "task" basis. The City will communicate with the Engineer, verbally or in writing, a general description of the task to be performed. If a site visit by the Engineer is needed to generate the scope of document, the Engineer shall request approval prior to visiting the site. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **Exhibit "A,"** and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee or not-to-exceed budget shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City reserves the right, at its discretion, to

consider the Task Proposal as part of a formal or informal competitive bid process before approving or disapproving any Task Proposal.

The City will review the Task Proposal, along with any other task proposals submitted to the City by other contractors, and if the description, cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a mutually agreeable written "Task Order." The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering, design and permitting services for any City water system project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Engineer in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Engineer shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional services. Further, the City does not guarantee that any Work will be assigned to Engineer under this Agreement. The City reserves the right to assign or contract for professional services with any party at its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or task to Engineer under this Agreement.

2.3 The Engineer may be asked to perform any engineering services related to the Water System. The Services may include, but are not limited to, the following:

1. Engineering Design Services to include design submittals, specification development, permitting, and Engineer of Record services;
2. Bidding Support Services;
3. Construction Phase Services including; shop drawing and submittal review, responses to requests for information, and progress meeting attendance/management, periodic site visits, testing, Certification of Construction, Record Drawings, Resident Engineer (if required), Construction Management and Inspection, startup assistance/training, and the use of alternative project delivery methods;
4. Cost Estimating Services;
5. Design, support, and implementation for Supervisory Control and Data Acquisition (SCADA) and other Instrumentation and Controls (I&C) infrastructure per the City's Control Systems Configuration Standards. The Dyal Plant is currently using Wonderware for their SCADA platform;
6. Design and management support of repair and maintenance projects for the Dyal plant, supply, and distribution system;
7. Engineering assessments, including structural, process, hydraulic, pipeline condition, etc.;
8. Permitting assistance including consumptive use permitting, negotiations, and compliance;
9. Environmental impact assessments, including wetlands monitoring, and other environmental assistance;

10. Hydraulic, hydrogeologic, and water quality modeling, calibration and analysis including ground water hydrology, Aquifer Storage and Recovery (ASR) system assistance and well drilling assistance;

11. Planning evaluations and studies including long-term master planning and Capital Improvement Plan (CIP) development, validation, prioritization, scheduling, probable cost determinations and coordination with various planning agencies;

12. Water Quality Monitoring Program management assistance (Technical and regulatory support);

13. Studies related to water treatment and quality;

14. Assistance in regulatory negotiations with the St. Johns River Water Management District, the Florida Department of Environmental Protection, and other regulatory agencies associated with the development and operation of the water system;

15. Asset management and condition assessment assistance including operation and maintenance studies;

16. Information management services including Geographical Information System (GIS), Global Positioning System (GPS), instrumentation, custom programming/software, and other technologies;

17. Security system design, support, and implementation;

18. System optimization assistance including lost water mitigation;

19. Grants assistance and state/federal funding assistance;

20. Engineering evaluation and design of alternative and conventional water supplies, wells, treatment facilities, transmission and distribution system modifications, expansions and other improvements including development of specifications and bench/pilot scale testing when necessary;

21. Reporting assistance to regulatory and other agencies including document preparation, public meetings, and presentations;

22. Program management services, including program management/administration, scheduling, cost control, document control, program website updating, design management, construction project support, and public involvement services in support of the Cocoa Utilities CIP program and repair and maintenance projects for the water system;

23. Services related to the development of the City's project financing and/or budget;

24. Assistance with preparation of information for rate and fee determinations and associated revenue projections;

25. Miscellaneous services including public relations assistance, design review, program management services, financial controls, and easement acquisition services.

2.4 The maximum hourly rates and certain direct charges or unit prices, as applicable, that can be charged under this Agreement by Engineer, unless otherwise agreed by the City in writing, are set forth in **Exhibit "A"** and fully incorporated herein by this reference.

2.5 No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding $2 Million may be the subject of a Task Order under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

4.1 The Engineer shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. The Engineer shall complete all of said services in a timely manner and will keep the City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should the Engineer fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed -upon schedule.

4.2 No extension for completion of services shall be granted to the Engineer without the City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

4.3 Any cost caused by defective or ill -timed services shall be borne by the party responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1 General Services. For basic and additional Services performed by the Engineer's principals, employees and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

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

the independent professional associates and Engineers for additional Services and any Reimbursable Expenses.

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

5.4 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Prompt Payment Act Section 218.70 et. seq., Florida Statutes.

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or costs associated with delays caused in whole or in part by the Engineer.

5.6 Errors and Deficiencies. The Engineer shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in the Engineer's services provided under this Agreement.

5.7 Payment Offsets. To the extent that the Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by the Engineer. Before withholding any payments, the City will provide Engineer with at least five (5) business days' notice to afford Engineer an opportunity to resolve the payment issue to the City's complete satisfaction within said time period.

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and the Engineer shall remain liable to the City in accordance with applicable law for damages to the City caused by the Engineer's negligent, reckless, or intentionally wrongful performance of any Services provided under this Agreement.

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. The Engineer shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. The Engineer's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

5.10 Acceptance of Payment. Acceptance of final payment by the Engineer for a

specific Task Order shall constitute a release of all claims for payment which the Engineer may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Engineer prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Engineer or to any remedies the City may pursue with respect to such claims.

5.11 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Engineer, the Engineer agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Engineer for any claims relating to the validity of a finding by the City of overpayment.

5.12 Partial Payments. Payment made to the Engineer shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Engineer of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

6.0 RIGHT TO INSPECTION

6.1 The City or its affiliates shall at all times have the right to review or observe the Services performed by the Engineer.

6.2 No inspection, review or observation shall relieve the Engineer of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 The City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. The Engineer's Project Manager and all other appropriate personnel shall attend such meetings as designated by the City's Project Manager.

8.0 SAFETY

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

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, the City shall grant the Engineer reasonable

access to the City's premises, records and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

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

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the amount of $3,000,000.00 per occurrence and in the aggregate with a deductible not greater than $50,000.00.

b. General Liability. The Engineer shall maintain comprehensive general liability insurance in the amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $5,000.00, unless a higher deductible is pre- approved by the City Manager, to protect the Engineer from claims of property damages and personal injury which may arise from any Services performed under this Agreement, whether such Services are performed by the Engineer or by anyone directly employed by or contracting with the Engineer.

c. Automobile Liability. The Engineer shall maintain comprehensive automobile liability insurance in the amount of $1,000,000 per occurrence combined single limit for bodily injury, including wrongful death, and property damage, which may arise from the ownership, use or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

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

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City

may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type and quality as required by the Agreement.

10.4 Independent Associates and Engineers. All independent associates and Engineers employed by the Engineer to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

12.1 The Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services. The Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. The Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. The Engineer shall provide the City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of Engineers (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on the Engineer's behalf with respect to the Services. In addition, the Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any

activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes and regulations applicable to the Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities at the time the Services are rendered. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by the Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Section 2.2 herein, the Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in the Task Order, that it will investigate the essential requirements of the services required by the Task Order and that it will have sufficient personnel, equipment and material at its disposal to complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

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

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Engineer related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized

information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Engineer is required to and agrees to comply with public records laws. Engineer shall keep and maintain all public records required by the City to perform the services as agreed to herein. Engineer shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Engineer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Engineer shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Engineer of the request and the Engineer shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Engineer does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Engineer acknowledges that if the Engineer does not provide the public records to the City within a reasonable time, the Engineer may be subject to penalties under Section 119.10, Florida Statutes. The Engineer acknowledges that if a civil action is filed against the Engineer to compel production of public records relating to this Agreement, the court may assess and award against Engineer the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Engineer, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Engineer to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Engineer fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Engineer's failure to comply with this Section, the City shall collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. And, if applicable, the City shall also be entitled to reimbursement

of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

14.2. Reuse of Documents. All documents, including but not limited to, drawings, specifications and data or programs stored electronically or otherwise, prepared by the Engineer and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at any time. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Engineer, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Engineer.

14.3. Ownership of Documents. The City and the Engineer agree that upon payment of fees due to the Engineer by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Engineer waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Engineer or not.

14.4. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, the Engineer shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to, computer programs, software, standard details, figures, templates and specifications.

15.0 ASSIGNMENT

15.1 The Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of the City. Any subcontractors employed by Engineer for any Work required under this Agreement shall require prior written approval from the City, unless previously approved in the Task Order. Any attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

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

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

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

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, the Engineer and any approved subcontractors shall be considered an independent contractor(s) and not an employee(s) of the City.

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 In addition to the City's right to terminate this Agreement for convenience under Section 18.0 of this Agreement, the City also reserves the right to revoke and terminate this Agreement for a default and to rescind all rights and privileges associated with this Agreement, without penalty, based on a default including, but not limited to, any of the following circumstances, each of which shall represent a default and breach of this Agreement:

a. The Engineer 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 Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefore; or

b. The Engineer is adjudicated bankrupt or makes any assignment for the benefit of creditors or the Engineer becomes insolvent, or is unable or unwilling to pay its debts; or

c. The Engineer has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

d. The Engineer has committed any act of fraud upon the City; or

e. The Engineer has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

f. The Engineer has assigned this Agreement or any Task Order without the City's prior written consent.

17.2 Notwithstanding the aforementioned, in the event of a default by the Engineer, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

17.3 In the event of such termination upon default and breach of this Agreement, any completed services performed by the Engineer under this Agreement shall, at the option of the City, become the City's property and the Engineer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Engineer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement, and the City may withhold any payments to the Engineer for the purpose of setoff until such time as the amount of damages due to the City from the Engineer can be determined.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, the City may, upon written notice to the Engineer, terminate this Agreement, without penalty, if: (a) the Engineer is in default pursuant to Section 17.0 Default; (b) the Engineer makes a general assignment for the benefit of its creditors; (c) the Engineer fails to comply with any condition or provision of this Agreement; or (d) the Engineer 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 the City may have under this Agreement. In addition, either party may terminate for convenience with no penalty at any time upon thirty (30) days advance written notice. In the event of such termination, the 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.

18.2 In addition, either party may terminate for convenience without penalty at any time upon thirty (30) days advance written notice.

18.3 In the event of termination, Cityshall 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.

19.0 FORCE MAJEURE

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

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Engineer.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendices and Exhibits attached hereto, constitute the entire agreement between the City and the Engineer with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

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

28.0 ATTORNEY'S FEES

28.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

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

30.0 DRAFTING

30.1 The City and the Engineer each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

31.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Engineer:

Jacobs Engineering Group Inc.
200 South Orange Avenue
Suite 900
Orlando, FL 32801
Attention: Mr. Didier Menard
Work: (407) 903-5252
Fax: (407) 903-5150

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8688 Phone
(321) 433-8698 Fax

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

31.3 Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

32.0 SOVEREIGN IMMUNITY

32.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Engineer agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

33.1 The Engineer hereby represents and warrants to the City the following:

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

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

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall indemnify and hold harmless the City, its officers, employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

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

The indemnity provisions set forth in this Section shall survive termination of this Agreement.

34.2 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Engineer expresses its willingness to enter into this Agreement with the knowledge that the Engineer's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Engineer to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

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

34.4 Notwithstanding any other provision of this Agreement, neither party shall have liability to the other for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of either party, their respective employees, or subconsultants.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of the Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make the Engineer or the Engineer'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 applicable construction contract documents and any health or safety precautions required by such construction work. The Engineer and the Engineer'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 the Engineer's own personnel.

35.2 The presence of the Engineer's personnel at a construction site is for the purpose of providing to the City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). The Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents or for the safety of persons and property during construction which shall remain the sole responsibility of the construction contractor. Engineer will not bear any responsibility or liability for construction contractor's defects or deficiencies or for the failure to so detect. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. The Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Engineer for itself and its Sub-consultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any architecture, landscape architecture, engineering, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision or agency;

b. No principal (which includes officers, directors or executive) or individual holding a professional license and performing work under this Agreement, employee or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

c. No principal (which includes officers, directors or executive) or individual holding a professional license and performing work under this Agreement, employee or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

d. The undersigned is authorized to execute this Agreement on behalf of the Engineer and said signature shall bind the Engineer to this Agreement. No further action is required by the Engineer to enter into this Agreement other than the Engineer's undersigned representative's execution of the Agreement.

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

CITY:

CITY OF COCOA

John Titkanich, Jr. , City Manager

ATTEST:

Carie Shealy, City Clerk

ENGINEER:

Jacobs Engineering, Inc. **(Firm name)**

_____, Title
Francois D. Menard, P.E., Vice President

EXHIBIT A
HOURLY RATE SCHEDULE

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

Classification	Description	Rate
Engineer 9	Principal	$235
Engineer 8	Senior Reviewer/Consultant	$235
Engineer 7	Senior Project Manager	$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$142
Engineer 2	Project Engineer/Scientist/Consultant	$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	$110
Engineer 0	Engineering Intern	$95
Technician 5	Senior Construction Manager/Senior Designer	$169
Technician 4	Construction Manager/Senior Technician	$142
Technician 3	Senior Construction Inspector	$120
Technician 2	Construction Inspector/Technician	$110
Technician 1	Junior Construction Inspector/Junior Technician	$85
Technician Aide	Technical Aide	$80
Office	Office/Project Administration	$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.

2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.

4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.

5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.

6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.

Legislation Details (With Text)

File #:	20-616	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Consent Agenda	
File created:	9/11/2020		**In control:**	City Council	
On agenda:	9/23/2020		**Final action:**		
Title:	Authorize the City Manager to approve the annual purchase orders for electrical utilities as they relate to electrical consumption only and Verizon for the Police Department for FY2021. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 11, 2020
Agenda Date: September 23, 2020
Prepared By: Christi Grant, Staff Accountant
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Authorize the City Manager to approve the annual purchase orders for electrical utilities as they relate to electrical consumption only and Verizon for the Police Department for FY2021.

BACKGROUND:

The City uses Florida Power & Light and Duke Energy for its electrical utilities. The City is billed for actual consumption of electrical services similar to a resident being billed for electrical utility services. In some cases, the annual amount budgeted for each division exceeds the City Manager's purchasing authority ($50,000). In order to ensure the operational needs of the City are met, staff is requesting City Council to authorize the City Manager to approve all electric utility purchase orders as they relate to electric consumption only for FY2021, allowing for increases to the purchase orders as required to pay electric bills, providing that the increase does not cause a departmental operating budget to exceed the appropriated amount.

The City also utilizes the State of Florida contract related to cellular and data services. Within the Police Department, it is anticipated that the annual amount will exceed the City Manager's purchasing authority. City staff is requesting City Council to authorize the City Manager to approve purchase orders as they relate to Verizon cellular and data services for consumption in FY2021 only, allowing for increases to the purchase orders as required to pay electric bills, providing that the increase does not cause a departmental operating budget to exceed the appropriated amount. Both the utility and data services are budgeted annually and should the budgeted amounts be exceeded, an item will be returned for City Council approval to increase the City Council authorization.

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STRATEGIC PLAN CONNECTION:

None. This is an operational request.

BUDGETARY IMPACT:

Budgeted Yes

Estimated amounts budgeted for electric service in FY2021 total $3,145,897. For informational purposes only, electric service is budgeted in the following accounts:

Account	Description	Budget Estimate
001-2100-521-43-00	Police Admin/Operations	$60,475
001-2201-522.43-00	Fire Operations	$34,216
001-3510-541-43-00	Public Works Maintenance	$345,000
001-3520-572-43-00	Parks & Beautification	$1,800
001-3560-519-43-00	Facility Management	$245,400
Total General Fund = $686,891		
421-4010-536-43-00	Water Administration	$800
421-4020-536-43-00	Dyal Plant	$1,967,180
421-4025-536-43-00	Water Field Operations	$65,000
421-4120-536-43-00	Water Reclamation	$293,950
421-4125-536-43-00	Sewer Field Operations	$70,000
Total Water/Sewer Fund = $2,396,930		
423-3570-538-43-00	Stormwater Utility	$18,240
Police Department Verizon		
001-2100-521.41-00		$43,836

Actual consumption amounts may vary and change orders to purchase orders may be required to pay the necessary amount for the fiscal year. Future budget transfers or amendments may be necessary to ensure payment of the monthly electric utility bills

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Authorize the City Manager to approve the annual purchase orders for electrical utilities as they relate to electrical consumption only and Verizon for the Police Department for FY2021.

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Legislation Details (With Text)

File #:	20-628	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	9/17/2020			**In control:**	City Council
On agenda:	9/23/2020			**Final action:**	
Title:	Approve change order adding additional funds to Blanket PO#75715 for the purpose of making sole source purchases of Neptune Water Meters and related hardware from Sunstate Meter & Supply Inc for the remaining FY20. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO 75715.pdf 06-30-2020 Journal.pdf Sunstate-Neptune Sole Source Letter.pdf Sunstate Approved ECP Form.pdf Sunstate Cover Letter - Neptune Pricing 5-28-20.pdf Neptune R900 System Nature Letter.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 16, 2020
Agenda Date: September 23, 2020
Prepared By: Heath Hancher, Purchasing Manager
Through: Rebecca Bowman, Finance Director
Requested Action:
Approve change order adding additional funds to Blanket PO#75715 for the purpose of making sole source purchases of Neptune Water Meters and related hardware from Sunstate Meter & Supply Inc for the remaining FY20.

BACKGROUND:

The City currently uses Neptune water meters and related hardware in the utility infrastructure. The City previously piggybacked from the Manatee County contract for the purchase of the meters. It has been determined that the City is no longer able to utilize the Manatee County piggyback contract that was previously used. Sunstate Meter & Supply, Inc. is the only authorized dealer of Neptune meters and related hardware in the state of Florida. Staff was able to negotiate a beneficial pricing structure for purchase of water meters from Sunstate Meter & Supply that will be in effect through August 16, 2021.

On November 13, 2019, City Council approved a blanket purchase order with Sunstate Meter & Supply, Inc. for water meter purchases up to the budgeted amount of $750,000. Due to the quantity of meters/registers withdrawn from the warehouse to support the radio read meter installation

program, purchases exceeded the approved amount. Additional funds were later requested in the amount of $300,000 and approved by City Council on June 24, 2020 for the purchase of water meters and related parts from Sunstate Meter & Supply bringing the account to date totaling $1,050,000 for FY20.

Staff is requesting approval for an additional $3,546.92 of funds to be applied toward the purchase of meters and related hardware required for the remaining FY20. The meters will be purchased through the City's warehouse and held in inventory until they are installed.

Ultimately, the meters will be expensed to the WFO Repairs and Maintenance Account No. 421-4025 -536.46-00 when they are issued out of inventory.

Staff recommends approval of this sole source purchase order.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	No
Amount Requested	$3,546.92
Account Number	421-4025-536.46-00
Account Name	Repairs and Maintenance

PREVIOUS ACTION:

On February 13, 1996, the City of Cocoa began purchasing Neptune water meters from Sunstate Meter and Supply, Inc.

On October 14, 2008, City Council approved Resolution No. 2008-110 waiving the competitive bidding process, by reason of sole source, for the purpose of purchasing Neptune potable water meters from Sunstate Meter and Supply, Inc., Newberry, Florida.

On September 14, 2010, City Council approved participation in a cooperative purchase agreement for the purchase of ¾"-2" water meters utilizing the Manatee County, Florida, service agreement, which was awarded to Sunstate Meter and Supply, Inc., a Florida corporation, (and its subcontractor Neptune Technology Group, Inc.) on November 3, 2009.

On October 28, 2014, City Council approved participation in a multi-year cooperative purchase agreement with Sunstate Meter and Supply Inc. (and its subcontractor Neptune Technology Group, Inc.) utilizing the Manatee County Service Agreement #T4000065 for the purchase of three-quarter-inch (3/4") to two-inch (2") water meters.

On November 28, 2018, City Council approved participation in a cooperative purchase agreement with Sunstate Meter and Supply, Inc. for water meter purchases utilizing the Manatee County Service Agreement IFAS #T400065, effective August 17, 2014 through August 16, 2019.

On June 26, 2019, City Council approved additional purchasing ability up to $200,000 for FY 2019 and approved Change Order #1 to Purchase Order No. 74016 with Sunstate Meter & Supply, Inc. utilizing the Manatee County Agreement IFAS #T400065A, effective August 17, 2014 through August 16, 2019.

On November 13, 2019, City Council approved participation in a cooperative purchase agreement with Sunstate Meter & Supply, Inc. for water meter purchases utilizing the Manatee County Service Agreement No. 19-R072004CB, effective August 20, 2019 through August 16, 2021.

On June 24, 2020, City Council approved a resolution waiving the competitive bidding process for the purpose of making sole source purchases of Neptune Water Meters and related hardware from Sunstate Meter & Supply Inc. and approve purchase of $300,000 of Neptune Meters for the remainder of FY20.

RECOMMENDED MOTION:

Approve change order adding additional funds to Blanket PO#75715 for the purpose of making sole source purchases of Neptune Water Meters and related hardware from Sunstate Meter & Supply Inc for the remaining FY20.

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BLANKET ORDER

PAGE 1

PURCHASE ORDER

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

THIS NO.
75715
MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 78
VENDOR FAX NO.: 352-332-5604
VENDOR PH NO.: 800-342-3409

DATE
DATE REQUIRED 11/21/2019
9/30/2020

SUNSTATE METER & SUPPLY INC
14001 WEST NEWBERRY ROAD
ACCT #100135
NEWBERRY FL 32669

DELIVER TO:

City of Cocoa
CENTRAL WAREHOUSE
351 SHEARER BLVD
COCOA FL 32922

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

BUYER/REQ. #
DK 0000086044
MELINDA - WFO

F.O.B.
COCOA

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
			**** ATTN: JEFF KIMBROUGH *****		
			METER INVENTORY PURCHASES AND RELATED EQUIPMENT		
			EFFECTIVE DATE: 11/13/2019		
			EXPIRATION DATE: 9/30/2020		
			NOT TO EXCEED		750000.00
			REMARKS:		
			MANATEE COUNTY SERVICE AGREEMENT NO. 19-R072004CB; EFFECTIVE 08/20/19 THROUGH 08/19/21 APPROVED BY CITY COUNCIL ON 11/13/19, ITEM V.4, FILE 19-499		
			ACCOUNT NUMBER AMOUNT		

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT:** **Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

MAIL INVOICES TO:

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

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

CITY OF COCOA

Purchasing Agent

Journal
City of Cocoa
Regular Meeting of The City Council

June 24, 2020

I. Opening Matters:

- **Mayor Williams called the meeting to order at 6:15 p.m.**

II. Approval of Agenda And Minutes:

1. **Agenda:** Regular Meeting of June 24, 2020. (20-344)

2. **Minutes:** (a) Regular meeting of May 13, 2020 (20-351)
(b) Regular meeting of May 27, 2020 (20-352)

- **The Agenda for the Regular meeting of June 10, 2020 was approved as amended to move Public Hearing Item VII.4 to VII.3 (Item 20-340 to be before Item 20-239) and to move Reports until the end of the meeting. Additionally, it was requested to move Council Business VIII.2 to a time certain of 7:15 p.m.**
- **The Minutes of the Regular meeting of May 13, 2020 and the Regular meeting of May 27, 2020 were approved as written.**

III. Awards and Presentations:

1. Presentation by Representative Tyler Sirois to Officer Rhoades and K9 Bear. (20-347). (Rep. Sirois)

2. Citizens Academy Class 1 Graduation. (20-345). (Assistant to the City Manager/Public Relations Manager)

3. Presentation by Bethel Homes, Inc. (Mayor Williams)

- **Awards and Presentations were conducted as printed above.**

IV. Delegations:

- **No formal actions were taken under Delegations. Speakers were: Aleck Greenwood, Cocoa resident; and Rev. J.B. Dennis, National Action Network.**

~~V. Reports:~~

VI. Consent Agenda:

1. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchases of Neptune Water Meters and Related Hardware from Sunstate Meter & Supply, Inc. and Approve Purchase of $300,000 of Neptune Meters for the Remainder of FY20. (20-255). (Utilities Director)

    - **Approved. Resolution to be executed and distributed as necessary.**

2. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Top End Rebuild for Generator Set #1 From Ring Power Corporation, Palm Bay, Florida, for the Dyal Water Treatment Plant (20-296). (Utilities Director)

    - **Approved. Resolution to be executed and distributed as necessary.**

3. Authorize the Interim City Manager to Execute the FEMA Hazard Mitigation Grant Contract between the City of Cocoa and the Florida Division of Emergency Management (FDEM) for Replacement of Lift Station #1, Project # 4337-232-R, Contract # H0477 as Modified by the City Attorney; Approve a Budget Resolution Amending the FY20 Budget, Accepting the Grant Revenue and 25% City Match, from Fund Balance Reserves, BAF#20-078-A. (20-333). (Utilities Director)

    - **Approved. Resolution and Budget Amendment to be executed and distributed as necessary.**

VII. Public Hearings:

1. Pass on First Reading Ordinance No. 06-2020: Amending permitted locations for self-service storage facilities and amending the definition thereof. (20-337). (Community Services Director)

    - **Approved on First Reading.**

2. Pass on First Reading Ordinance 05-2020: Providing for the location of pharmacies and medical marijuana treatment center dispensing facilities. (20-338). (Community Services Director)

    - **Approved on First Reading.**

3. Approval of a PRELIMINARY SUBDIVISION consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code. The property owner desires to develop the existing vacant site as a single family subdivision project containing 87 residential lots. (20-340). (Community Services Director)

- **Approved.**

4. Approval of a large-scale Future Land Use MAP (FLUM) AMENDMENT consistent with Florida Statute Chapter 163 for Applicant and City initiated requests to change the Future Land Use Map designation of fifty-nine (59) parcels from Brevard County "Residential 2 Units Per Acre - R2" to City of Cocoa "Low Density Residential - LDR". (20-339). (Community Services Director)

- **Approved on First Reading.**

VIII. Council Business:

1. Seek Council direction on holding public special events at City facilities in the month of July. (20-342). (Assistant to the City Manager/PR Specialist)

- **Approved. July 4th Block Party was approved with the requirement of two law enforcement officers working the event from 5-9 p.m.**

2. Staff is requesting City Council to evaluate the feasibility for the rehabilitation and repair of the existing Dr. Joe Lee Smith Park Community Center and provide Staff a recommendation on how the City Council would like to proceed with the existing building. (20-343). (Public Works Director)

- **This Item was heard at 7:20 p.m.**
- **A community meeting will be held in July in order to receive feedback from the community on what they would like to see happen to the building.**

IX. City Business:

1. Staff is seeking Council approval to work through the City's Solid Waste Contractor for the scheduled removal and billing of illicit vegetative commercial waste in the rights-of-way. Staff is requesting approval to directly charge the commercial properties through the assigned utility account owner based on the billing received from the Solid Waste Contractor for the removal. (20-346). (Public Works Director)

- **Approved.**

2. Ordinance No.07-2020/1st Reading: Amending Section 2-51 of the City Code to modify City Council regular meeting days from Wednesday to Tuesday. (20-353). (City Attorney)

- **Approved on First Reading. Legal Advertisement for second reading to be handled by the City Clerk's office.**

Multi-Year Contracts:

3. Approve a multi-year interlocal agreement between the City of Cocoa and the City of Rockledge for School Crossing Guard Services for the school year commencing August 11, 2020 and end May 27, 2021. (20-315). (Chief of Police)

- **Approved. Agreement to be executed and forwarded as necessary.**

4. Approve the revised multi-year lease agreement with Sissine's Office Systems, Inc. for copiers, replacing four (4) Ricoh MPC307 copiers with four (4) higher capacity Ricoh IM C4500 copiers with finishing units under the terms and conditions of the U.S. Communities Ricoh and Canon contracts and authorize the City Manager to execute the U.S. Communities Product Schedule, U.S. Communities Master Lease Agreement, U.S. Communities Master Lease Agreement Addendum City of Cocoa, Florida, Sissine's Business Solutions Sales Order, and Sissine's Business Solutions Service Level Agreement and authorize the City Manager to add additional equipment to the lease agreement resulting in an increase of no more than $500 per month from the contracted payment. (20-349). (Chief Information Officer)

- **Approved. Agreement to be executed and distributed as necessary.**

X. Informational Agenda:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 05/31/2020. (20-305). (Finance Director)

2. Data showing the relation between the estimated and actual income and expenses to date. (20-316). (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. (20-317). (Finance Director)

4. FY 2020 Budget Adjustment Report. (20-318). (Finance Director)

5. Space Coast Transportation and Planning Organization Project Updates. (20-332). (Public Works Director)

6. Fire Incident Report Summary for May, 2020. (20-350). (Fire Chief)

7. Informational item related to City Council's request to discuss the addition of an agenda review meeting. (20-358). (Interim City Manager)

- **No formal actions were taken under the Informational agenda.**

Reports:

- **Motion to hear reports at the Budget Workshop being held on June 25, 2020.**

XI. Adjournment:

- **The Regular meeting of June 24, 2020 adjourned at 9:32 p.m.**

May 26, 2020

Mr. Chris Collier
City of Cocoa
Utilities Department
351 Shearer Blvd.
Cocoa, Fl. 32922

Dear Chris,

Please note that Sunstate Meter and Supply, Inc., is the sole authorized Neptune Distributor with a resell supply agreement in the State of Florida.

The geographical area of responsibility assigned to them includes all Counties within the State of Florida.

Types: Classes of customers exclusively assigned are: Municipalities, private water companies, contractors, and plumbers.

Hence, our Distributor(s) are required to maintain a sufficient inventory of Neptune Water Metering Products, including parts, to provide customer field servicing.

Thank you in advance for your cooperation.

Sincerely,

Terry D. Gullett

Terry D. Gullett
Senior Territory Manager
Neptune Technology Group, Inc.

1600 Alabama
Highway 229
Tallassee, AL 36078

800-633-8754
neptunetg.com

Exemption to Competitive Purchase

An Exemption to Competitive Purchase shall be approved before routing the purchase requisition for purchases expected to total less than $35,000 in one fiscal year. This form shall be used to justify Emergency, Single-Source, Sole-Source and Standardization purchases.

SECTION A: General

Date: 5/27/20	Account:		Amount Requested:			
Dept/Div: *4025 Utilities/WFO*	Requester: Melinda Keesee		Quote Attached:	☐ Yes	☒ No	
Vendor (Name, Phone, Email)	Sunstate Meter & Supply, Inc. / (352) 332-7106 / 14001 W. Newberry Road,		Emergency Purchase:	☐ Yes	☒ No	
Is Vendor Original Equipment Manufacturer (OEM)?	☐ Yes	☒ No	Single Source Purchase (If YES, attach no quote from vendor or email attempt to justify use of single source selection)	☐ Yes	☐ No	
Can multiple vendors provide the same or salient product / service?	☐ Yes	☒ No	Sole Source Purchase (If YES, attach vendor memo, letterhead, stating sole source of product / service with OEM dealer, distributor, reseller authorization)	☒ Yes	☐ No	
Is this purchase or project to be capitalized?	☐ Yes	☒ No	Standardization Purchase (If YES, provide detailed desciption, attach supporting documentation if applicable)	☐ Yes	☒ No	

SECTION B: Justification

Use section to provide a detailed explanation of services or products and why an exemption to competitive purchase is justified. Include the purpose of the services or products and how it directly impacts department operations.

Product or Service Description (Include Model / Part No., if applicable)	Neptune meters, related parts, and Neptune meter reading products (R900). This document will serve as a blanket single source approval for all meters and related parts purchased through Sunstate Meter & Supply
Describe purpose of product or service.	Neptune direct read and radio read water/reclaim meters and related equipment.
What features of product or service makes this unique and exceptional to other comparable products or services?	Since 1991 the City of Cocoa has installed Neptune meters and related equipment. The Neptune meter reading products (R900) are proprietary in nature, and Sunstate Meter & Supply, Inc. is the only authorized Neptune distributor in the State of Florida.
If applicable, describe why this product or service is compatible to existing equipment, instrumentation or services. If not enter N/A.	98% of our water/reclaim meters are Neptune products, and it would not be in the City's best interest (financially or operationally) to switch to a different meter manufacturer/distributor at this time.
If applicable, is this purchase in effort to support standardization of equipment or services? Provide description of how it will benefit department or operations. If not enter N/A.	N/A

SECTION C: Justification of Due Diligence

Use this section to document effort to identify other sources of product or services. This section does not apply for Emergency Products or Services.

Brief description of efforts made to resource other providers of product or services.	No efforts made due to the proprietary nature of the Neptune products utilized.
Describe consequence to operations if exemption is not declared.	An additional meter reading system would have to be purchased which would increase the amount of equipment that would have to be maintained. Additional software connections would have to be established leading to a potential conflict between the two reading systems.
How will department or program function if product or service is discontinued?	If the product and service was discontinued, another meter manufacturer would have to be identified through a comprehensive RFQ process.
Describe how pricing was determined to be most responsive, responsible and best value to department.	The Neptune products from Sunstate Meter & Supply, Inc. are reasonable based on other comparable pricing structures in the State of Florida.

Florida Statute 838.22(2), BRIBERY, MISUE OF PUBLIC OFFICE, which applies to public servants working for municipal government agencies, reads as follows: "It is unlawful for a public servant or a public contractor who has contracted with a governmental entity to assist in a competitive procurement to knowingly and intentionally obtain a benefit for any person or to cause unlawful harm to another by circumventing a competitive solicitation process required by law or rule through the use of a

Requesting Department Director Approval	John "Jack" Walsh	Digitally signed by John "Jack" Walsh Date: 2020.06.05 17:42:18 -04'00'	6/5/20
Purchasing Manager Approval	Heath Hancher	Digitally signed by Heath Hancher Date: 2020.06.16 16:32:49 -04'00'	6/9/20
Finance Director Approval	Rebecca Bowman	Digitally signed by Rebecca Bowman Date: 2020.06.17 10:04:26 -04'00'	6/17/20
Finance Staff Comments			

SUNSTATE METER
& SUPPLY, INC.

May 28, 2020

Mr. Chris Collier
Assistant Utilities Director
City of Cocoa Utilities
Email: ccollier@cocoafl.org
Phone: 321-433-8825

RE: Neptune Product Pricing

Mr. Collier,

I have attached the requested Neptune Products Price List for your review.

The listed pricing includes all of the Neptune metering products, accessories, electronic reading equipment, and system software utilized by the City of Cocoa.

The initial term of this pricing will be valid through August 16, 2021. However, three optional one-year extensions can be offered at the end of each term upon price review and possible price adjustment. Any additional extension terms must be agreed upon by mutual consent of both parties.

We appreciate the City of Cocoa's continued interest in the Neptune products we represent and look forward to meeting your water metering needs in the future. Please feel free to contact me if you have any questions or if I can be of any further service.

Respectfully submitted,
Jeff Kimbrough
Director of Sales
Sunstate Meter & Supply, Inc.
Email: jeff@kimbroughsales.com
Phone: 352-516-9791

CC: Keith Ellenburg - President
Karen Whittle - Contracts Specialist

Attachments

NEPTUNE
TECHNOLOGY GROUP

May 26, 2020

Mr. Chris Collier
City of Cocoa
Utilities Department
351 Shearer Blvd.
Cocoa, Fl. 32922

Dear Chris,

The purpose of this letter is to inform you of the proprietary nature of Neptune's meter reading products. The R900 transmits in the 910-920 unlicensed frequency band via a proprietary protocol. This protocol is unique to Neptune and can only be interpreted and read by the receiver technology utilized in the Neptune Ranger handheld, Belt ClipTransceiver, MRX920 mobile data collector, and R900 Gateway fixed network data collector. Only products purchased from Neptune are compatible with the water R900 transmitters deployed throughout your system.

Maintaining proprietary communications between the R900 and our data collection devices allows us to (1) ensure that the system performs to your expectations, (2) ensure that your utility can utilize new features rolled out in our software which are hardware dependent, and (3) ensure that we can provide your utility with prompt and knowledgeable customer support.

I hope that this answers all of your questions. I want to thank you for being a valued Neptune customer. If you have any additional questions then please do not hesitate to let me know.

Sincerely,

Terry D. Gullett

Terry D. Gullett
Senior Territory Manager

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Legislation Details (With Text)

File #:	20-634	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	9/18/2020			**In control:**	City Council
On agenda:	9/23/2020			**Final action:**	
Title:	Authorize City Manager to sign a Solutions Agreement with Central Square Technologies (formerly Superion, LLC), to provide Naviline Public Administration applications. (Chief Technology Officer)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa FL CentralSquare Solutions Agreement Renewal Q-27479 R 9.18.20.pdf ASP Order Executed.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 18, 2020
Agenda Date: September 23, 2020
Prepared By: Robert Beach, Chief Technology Officer
Through: Matt Fuhrer, Interim City Manager
Requested Action:
Authorize the City Manager to sign a Solutions Agreement with Central Square Technologies (formerly Superion, LLC), to provide NaviLine Public Administration applications.

BACKGROUND:

The City of Cocoa is currently utilizing CentralSquare Technologies NaviLine Public Administration Applications as its Enterprise Resource Planning/Business Management software platform (formerly Superion, LLC). This software provides an integrated solution for our core business processes to include finance, human resources, utility billing, purchasing, work orders, and alternative software integration. The contract with CentralSquare Technologies expires on September 30, 2020. By mutual agreement, the City and CentralSquare can renew the agreement upon expiration of the initial term. All terms and conditions within the initial agreement will remain in effect unless specifically addressed in the renewal service agreement. The City of Cocoa has utilized SunGard Public Sector software since 1994.

The renewal agreement includes a 5% increase of the current monthly access fee. The new fee will be $22,202.94 per month ($266,435.22 per year). The renewal will begin October 1, 2020 and will continue for a period of 1 year with City options for a second and third year with a 5% access fee increase per year. In addition to the monthly access fee, there is a one-time charge of $759.00 for access to the Code Enforcement module (previously deactivated) for the months of July 2020 - September 2020.

It is important to note that the City is currently in the process of developing a Request for Qualifications with the intention to implement a new Enterprise Resource Planning system. This will be a multiyear project so keeping the current ERP operational is critical as we implement the new system in the future, and will be brought back to City Council should the use extend into FY2022.

STRATEGIC PLAN CONNECTION:

Enterprise Resource Planning (ERP) software programs are critical to achieve fiscal sustainability through enhancements in processes, customer service, productivity and transparency.

BUDGETARY IMPACT:

FY	Amount	Account Number
2020	$759	001-1103-516.34-00
2021	$266,436	001-1103-516.34-00

Staff will return to City Council should this project extend into FY2022, with an update on the ERP project.

2022 (optional)	$279,757	001-1103-516.34-00
2023 (optional)	$293,745	001-1103-516.34-00

PREVIOUS ACTION:

The current Superion, LLC Order Agreement was approved by the City Council on August 22, 2017.

RECOMMENDED MOTION:

Authorize the City Manager to sign a Solutions Agreement with Central Square Technologies (formerly Superion, LLC), to provide NaviLine Public Administration applications.

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CentralSquare Solutions Agreement

This Solutions Agreement is entered into under the terms and conditions of the **Superion, LLC** Application Service Provider Agreement dated August 22, 2017 (Agreement), between Superion, LLC (Superion) a CentralSquare Company and **City of Cocoa, FL** (Customer). Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

Superion, LLC	City of Cocoa
1000 Business Center Dr. Lake Mary, FL 32746	65 Stone St. Cocoa, Fl 32922
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

1. **Solution: Public Administration**
2. **Term.**
   - 2.1. Initial Term. The Initial Term of this Agreement commences October 1, 2020 and will continue in effect for one (1) year with two (2) optional terms unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**"). **Note:** Initial Term for Code Enforcement shall be effective July 1, 2020.
   - 2.2. Renewal Term. Upon expiration of the Initial Term set forth above the services may be renewed by written Agreement of the parties and Customer pays the then current Monthly Access Fees, increase shall not exceed five (5%) percent above previous year's rate.
   - 2.3. Non-Renewal. Either party may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party six (6) months prior to the expiration of the current contract term.
3. **Fees**. In consideration of the rights and services granted by Superion to Customer under this Agreement, Customer shall make payments to Superion pursuant to the amounts and payment terms below:

Term	Access Fees	Monthly Access Fees
Pro-Rate Code Enforcement July 1, 2020 - Sept. 30, 2020	$ 759.00	$ 253.00
October 1, 2020 - September 30, 2021	$ 266,435.22	$ 22,202.94
Optional Term 2 October 1, 2021 - September 30, 2022	$ 279,756.98	$ 23,313.08
Optional Term 3 October 1, 2022 - September 30, 2023	$ 293,744.83	$ 24,478.74

	Applications and/or Services	Annual Access Fee	Monthly Access Fee
Existing Products (Currently Licensed)	FIRES Prevention System, Payroll/Personnel, FIRES Resource Activity Tracking, PURCHASING INVENTORY, Asset Management II – LF, Delinquency Call Out Listing Interface, Rec Trac Interface to Cash Receipts, Time Keeping Interface, ACOM - Document Design for A/P, ACOM-EZPayManger, ACOM-Direct Deposit, ACOM-Payroll, Procurement Card Tracking, m.Building Inspections, m.Mobile User License, Mobile Server Framework, m.Code Enforcement, Cognos BI: Base Bundle Multi Data Source, Contact Management, Cognos BI: Cafe (Analysis for Excel), Customer Information Systems, FUSION, WorkOrders/Fac Mgmt., Web Enablement, Imaging Interface – CIS, Human Resources, Accounts Receivable, FIRES Incident, Cash Receipts, FIRES Management, GMBA w/Extended Reporting, RecTrac I/F to GMBA, Imaging I/F – Financials, Imaging Interface - Community Development, Building Permits, Edge for NaviLine, Edge User Interface for NaviLine, Occupational Licenses, Planning/Engineering, Land/Parcel Management, OnePoint e-Check, OnePoint Point of Sale, Document Management Services, User Interface, Click2Gov3 Core, Click2Gov3 Applicants, Click2Gov3 Building Permits, Click2Gov3 Business Licenses, Click2Gov3 Employee Self Service, Click2Gov3 Planning & Engineering	$263,399.22	$ 21,949.94
New Products	NaviLine Code Enforcement	$ 3,036.00	$ 253.00
Retrofit Modifications	20 Mods	Included in Annual Access Fee	Included in Monthly Access Fees
Horizon Cloud Services	Hardware and software will be hosted and managed by Superion. Site to Site VPN, Setup, Implementation, Disaster Recovery Plan for Superion applications.	Included in Annual Access Fee	Included in Monthly Access Fees
NaviLine Test Environment	2 refreshes per year; $600 per additional refresh.	Included in Annual Access Fee	Included in Monthly Access Fees
	Total Proposed System:	**$266,435.22**	**$ 22,202.94**

PAYMENT TERMS:

RECURRING FEES

a. The Monthly Access Fees are due per the schedule listed above.
Note: Code Enforcement billing starts July 1, 2020.

ANCILLARY FEES

b. Reimbursement of travel and living expenses will be governed by Exhibit 1 ("**Travel Expense Guidelines**") attached hereto and will be invoiced monthly in arrears and due within forty-five (45) days from date of invoice.

c. Taxes. To the extent required by law, Customer is responsible for paying all taxes on services and products provided to Customer by CentralSquare pursuant to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare with a valid tax exemption certificate; otherwise, absent such proof of Customer's direct payment of such tax amounts to the applicable taxing authority, CentralSquare will invoice Customer for and Customer will pay to CentralSquare all such tax amounts.

d. If Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and If such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

Note: Pricing for Professional Services is a good faith estimate based on the information available to CentralSquare at the time of execution of this Agreement. The total amount that Customer may pay for these services can vary based on the actual number of hours required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to CentralSquare 's then-current list price rates for the services at issue.

4. Entire Agreement. This Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof. This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.

EXHIBIT 1

Travel Expense Guidelines

CentralSquare will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the CentralSquare Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – CentralSquare will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, CentralSquare shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING –CentralSquare will use the most reasonable accommodations possible, dependent on the city. All movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more CentralSquare employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. CentralSquare shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the CentralSquare auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – CentralSquare staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding $1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard per Diem. Subject to change due to cost of living.

ASP Order

By the signatures of their duly authorized representatives below, the Superion, LLC as successors in interest to SunGard Public Sector LLC entity identified below ("**Superion**") and the customer identified below ("**Customer**"), intending to be legally bound, agree to all of the provisions of this Order (the "**Order**"), and agree that this Order represents a separate contract between such SunGard entity and Customer, with an order execution date of the latest date shown on the signature page below (**"Order Execution Date"**) and order effective date of October 1, 2017 (**"Order Effective Date"**). This Order incorporates and is governed by all of the terms of the Superion Standard Terms and Conditions version 2016 January, to be attached hereto as Exhibit 3 ("SST") as if the entity was "Superion" and Customer was "Customer" thereunder.

Capitalized terms not defined in this Order have the meaning given them in the SST.

Superion, LLC	**City of Cocoa**
1000 Business Center Dr. Lake Mary, FL 32746	65 Stone Street Cocoa, FL 32922
By: DocuSigned by: Lisa Neumann	By:
Print Name: Lisa Neumann	Print Name: John A. Titkanich, Jr., AICP, ICMA-CM
Print Title: Controller	Print Title: City Manager
Date Signed: August 8, 2017	Date Signed: 8/22/2017

SUPERION ORDER # 1262LG – 170021-1

SOLUTION AND RELATED INFORMATION

1. **SOLUTION: Superion NaviLine Public Administration applications identified in Exhibit 1.**

2. **TRANSMISSION OF CUSTOMER SUPPLIED DATA:** The Solution will be operated by the Customer via workstations. Customer must provide remote access to its facility using a Superion approved remote access client so that Superion can perform the support obligations and/or services under this Order; and will provide appropriate security access and accounts for Superion staff and each session participant. In addition, and subject to a separate written agreement between the parties, including agreement upon the additional fees payable in that respect to cover dedicated communication costs, Superion may provide WAN/VPN connectivity to Customer for accessing the hosted environment for custom application and interfaces.

3. **DOCUMENTATION:** Superion's standard user manuals for the Solution listed above.

4. **INITIAL TERM:** Thirty-six (36) months commencing on the Order Effective Date of October 1, 2017.

   RENEWAL RIGHTS: Upon expiration of the Initial Term set forth above the services may be renewed by written agreement of the parties and Customer pays the then current Monthly Access Fee, increase not to exceed five (5) percent above previous year's rate.

5. **SCOPE OF USE**

   a. **DESIGNATED LOCATION(s):** Customer's offices in Cocoa, FL. Customer's Authorized Users may access the Solution from anywhere in the United States, subject always to the Export Laws and the total number of Authorized Users licensed hereunder.

6. **FEES**

   A. ANNUAL ACCESS FEES: SEE EXHIBIT 1

   a. **ADDITIONAL AUTHORIZED USERS FEES:** Customer acknowledges that the Annual Access Fee set forth above has been determined based on the number of Authorized Users licensed on the Order Effective Date. If Customer desires at

any time during the term of this Order to increase the number of Authorized Users beyond the number of Authorized Users set forth above, Customer shall provide Superion with advance written notice and Superion may increase the Access Fee payable under this Order accordingly.

b. **OTHER FEES:** If Customer's use of the Solution increases in any way which would reasonably cause Superion to incur additional hardware costs to maintain such increased usage, Superion shall provide, at minimum, 30 days' advanced notice of the need to procure such additional hardware. Superion and Customer shall further negotiate any additional hardware purchases and the allocation of this expense.

B. PROFESSIONAL SERVICES FEES– SEE COST SUMMARY - EXHIBIT 1

C. THIRD PARTY PRODUCTS FEES: SEE COST SUMMARY - EXHIBIT 1

7. **THE LIABILITY CAP:** Superion's liability in connection with the application services, the software, any consulting services, or any other matter relating to this Agreement will not exceed one million and zero/100's dollars ($1,000,000.00). This liability limitation shall not apply to the intellectual property and general indemnities provided by Superion pursuant to the SST.

8. **PAYMENT TERMS:**

a. The Annual Access Fee is due upon the Order Effective Date and annually thereafter on the anniversary date thereof.

b. Professional Services Fees are due as follows: 100% on the Execution Date.

c. Third Party Products Services Fees are due as follows: 100% on the Execution Date.

d. Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the Superion Corporate Travel Expense Guidelines attached hereto as Exhibit 2.

9. **ADDRESSES**

a. **CUSTOMER ADDRESS FOR INVOICES:** 65 Stone St., Cocoa, Fl 32922

b. **CUSTOMER ADDRESS FOR NOTICES:** 65 Stone St., Cocoa, Fl 32922

c. **CUSTOMER ADDRESS FOR SOFTWARE SHIPMENT:** 65 Stone St., Cocoa, FL 32922

d. **SUPERION'S ADDRESS FOR NOTICES:**

Superion, LLC
Attn: Legal Counsel
1000 Business Center Drive
Lake Mary, FL 32746

10. **OTHER TERMS:**

a. Customer shall procure the Specified Configuration set forth in Annex 1 in accordance with Section 2 of the SST.

b. Superion shall provide the access to the Solution during the hours described in Annex 2 attached hereto, and provide the Solution Support described in Annex 2.

c. Superion shall provide and install new releases of the Solution at no additional charge. However Customer shall be responsible for the payment of consulting fees on a time and material basis in respect of any professional services provided by Superion for the upgrade of any customizations to the Solution made by Superion at Customer's request; provided the parties enter into a professional services schedule in respect of any such upgrade which shall stipulate the applicable then-current professional fee rates in respect thereof.

d. As and when Customer is required to upgrade to a new release, Superion shall make such new release available to Customer in a test environment for a period of at least sixty (60) days (the "**Parallel Run Period**"). Unless Customer reports to Superion any material errors in such new release, Customer shall accept modifications, revisions and updates in the Solution and Documentation, including changes in programming languages, rules of operation and screen or report format, as and when they are implemented by Superion. If material errors are discovered during the Parallel Run Period, the Parallel Run Period shall automatically be extended by the number of days between the date that any material errors where reported and the date that Superion has remedied such errors. Customer acknowledges that modifications, revisions and updates in the Solution permitted by this Order may result in changes in the form, timing or other features of on-line services, reports and other Solution provided under this Order.

e. If Customer's use of the Solution increases in any way which would reasonably cause Superion to incur additional hardware costs to maintain such increased usage, Superion shall provide, at minimum, 30 days' advanced notice of the need to procure such additional hardware. Superion and Customer shall further negotiate any additional hardware purchases and the allocation of this expense.

f. **Conversion:** Conversion, if provided for herein, or if requested by the Customer after contract execution, will be controlled by the Superion Systems Change Request (SCR) form which will be prepared for the Customer by the Superion Conversion Team Manager. There will be a Two Hundred Fifty dollar ($250.00) non-refundable Access Fee for preparation of each SCR requested by the Customer. Superion will proceed on the SCR when the signed SCR is returned with the Customer's authorization along with fifty percent (50%) payment, which includes the non-refundable Access Fee. The final fifty percent (50%) payment is due upon completion. Data must be given to Superion in an IBM compatible format on a specified magnetic media and must match data field definition. Input data file clean up shall be the responsibility of the Customer. Additional conversion, if necessary, will be invoiced at the prevailing rate per hour. It is agreed that no two systems and file structures are exactly alike and there may be a need for some manual conversion efforts to take place along with the electronic conversion. SCR form(s) for any conversion services included in this Order are attached for Customer signature and return to Superion along with this Order.

g. If after the expiration of the term of this Order Customer converts to a different vendor's applications, Superion will provide, upon payment of Superion's then-current standard deconversion fee, reasonable assistance and documentation for such deconversion in order to assist Customer in removing its information and placing said information in Superion's standard format for input to the other vendor's applications. In the event Customer requests a non-standard deconversion, Superion shall be entitled to receive compensation for consultation, software and documentation provided to assist in the deconversion on a time and materials basis at the standard prevailing rate then charged by Superion for such services.

11. OTHER TERMS APPLICABLE TO THIS ORDER: (If applicable)

- **COGNOS THIRD PARTY PRODUCTS SUPPLEMENT**
- **SUPPORT STANDARDS SUPPLEMENT**
- **SUPERION TRAVEL EXPENSE GUIDELINES (EXHIBIT 2)**
- **SUPERION STANDARD TERMS AND CONDITIONS - (EXHIBIT 3)**
- **ANNEX 1 – SPECIFIED CONFIGURATION**
- **ANNEX 2 – SOLUTION AVAILABILITY AND SUPPORT**

EXHIBIT 1 – ACCESS AND SERVICES FEES

A. ACCESS FEES – INITIAL TERM

Term	Monthly Access Fees
October 1, 2017 - September 30, 2018	$ 21,253.50
October 1, 2018 - September 30, 2019	$ 21,466.04
October 1, 2019 - September 30, 2020	$ 21,680.70

Notwithstanding, Customer shall be responsible for all payments and Monthly Access Fees due for the Months of March 1, 2017 through September 30, 2017 for a total of $148,774.50 which shall be due upon execution of this Order Form. Access Fees for any Year subsequent to the Initial Term are subject to change and will be specified by Superion in an annual invoice.

APPLICABLE TAXES ARE NOT INCLUDED IN THIS ORDER FORM, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

B. OTHER FEES - COST SUMMARY (Professional Service Fees, Monthly Access Fees)

	Applications and/or Services	Professional Services Fees	Monthly Access Fees
Existing Products (Currently Licensed)	GMBA with Extended Reporting - (GM), Purchasing/Inventory - (PI), Payroll/Personnel - (PR), Cash Receipts - (CR), Accounts Receivable - (MR), Asset Management II - (A2), Human Resources - (HR), Procurement Card Tracking Module - (PC), Work Orders/Facilities Management - (WF), Land/Parcel Management -(LX), Building Permits - (BP), Business Licenses - (OL), Planning & Engineering - (PZ), NaviLine m.Mobile User License - (M8), NaviLine m.Building Inspections - (M5), NaviLine m.Code Enforcement - (M7), Customer Information Systems - (CX), Contact Management - (CZ), Fires Management - (FI), Fires Incident - (FI), Fires Prevention System - (FP), Fires Resource Activity Tracking - (FR), Click2Gov Core Module - (K1), Click2Gov Building Permits - (K3), Click2Gov Business Licenses - (K6), Click2Gov Planning & Engineering - (K7), Click2Gov Applicants - (KA), Click2Gov Employee Self Service - (KI), OnePoint Point-of-Sale - (KL), OnePoint eCheck,OnePoint Credit Card Activation, Document Management Services - (DX), Delinquency Call Out Listing Interface - (DL), Imaging Interface for CIS - (IU), Imaging Interface Financials - (IE), Imaging Interface Community - (IL), Rec Trac Interface to GM - (VG), Rec Trac Interface CR - (VI), Time Keeping Interface -(TC), Web Enablement - (WB), SPS FUSION - (FUSION-NL-UTIL), Qrep Catalogs: GM, PI, PR, CR, MR, A2, HR, PC, WF, LX, BP, OL, PZ, CX, CZ, FR, FS, FI, FP, KA, - (CJ)	N/A	$ 21,253.50
Terminating Naviline Products	Click2Gov Customer Information System - K2, IVR Credit Card Interface - CY, Code Enforcement - CE, Click2Gov Code Enforcement - K0, QRep Catalog (CE)-CJ	N/A	N/A
Existing 3rd Party Products (Currently Licensed)	QRep Admin (1) - (CG-Admin), QRep End User (20) - (CG), ACOM Software and Annual Maintenance to include EZPayManager, Document Design for AP, Payroll, Direct Deposit, Mobile Server Framework - (M0), Cognos BI: Base Bundle Multi-Data Source-(BICOREMDS), Cognos BI: Café (Analysis for Excel)- (COGNOS-C)	N/A	Included in Monthly Access Fee
Retrofit Maintenance	20 Objects @ $100 per object or $2000 per year	N/A	Included in Monthly Access Fee
New Products (Not currently Licensed)	NaviLine EDGE User Interface - (UN)	Included in Professional Services Fee	Included in Monthly Access Fee
New 3rd Party Products (Not currently Licensed)	NaviLine EDGE - (UL)	Included in Professional Services Fee	Included in Monthly Access Fee
Hardware Allocation	Click2Gov Hardware and Software will be hosted and managed by Superion. Site to Site VPN option to include management and configuration of VPN tunnel.	N/A	Included in Monthly Access Fee
Services	Setup, Implementation, HELP Card, Disaster Recovery Plan for Superion applications	N/A	Included in Monthly Access Fee
Professional Services	NaviLine EDGE Project Management - $1280 NaviLine EDGE Training - $2560	$ 3,840.00	N/A
Professional Services	Optimization Process Review (one product suite annually)	No Charge	N/A
	Total Proposed System:	**$ 3,840.00**	**$ 21,253.50**

Terminated NaviLine Programs: The Customer is terminating the Click2Gov Customer Information System (K2) and the IVR Credit Card Interface (CY), Code Enforcement (CE), Click2Gov Code Enforcement (K0) and QRep Catalog for CE. Customer agrees to destroy or return the Terminated Programs to Superion.

Eash party hereby releases, acquits and discharges the other party of and from any and all claims, debts, demands, rights of indemnification, and causes of action of whatsoever nature, whether in contract or otherwise, whether arising under or by virtue of any statute or regulation, whether known or unknown, suspect or unsuspected, or whether having arisen or hereafter to arise for any losses or damages of which have accrued or may ever hereafter accrue to the other party, arising out of or on account of the Terminated Program.

Neither the fact of compromise, settlement and release, nor the payment, acceptance, or relinquishment of any consideration hereunder or under the Agreement, nor the execution of this Order shall be construed or taken in any way as an admission of fault, liability or responsibility on the part of Superion and Customer, including its employees and agents, agree to so state in any communications, characterizations, and/or dissemination concerning this matter with any third party other than its attorne

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EXHIBIT 2

SUPERION TRAVEL EXPENSE GUIDELINES

Superion will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the Superion Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – Superion will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, Superion shall provide the travel itinerary as the receipt for reimbursement of the air fare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING –Reasonable lodging accommodations are reimbursable, up to $125 per night. If, depending on the city, reasonable accommodations cannot be secured for $125 per night, Customer's prior approval will be required. Upon request by Customer, the hotel receipt received upon departure will be submitted for reimbursement. All food items, movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more Superion employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. Superion shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the Superion auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – Superion staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the client site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding $1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

Effective

$57.00 per day Standard Per Diem

$11.40 – Breakfast

$14.25 – Lunch

$31.35 – Dinner

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EXHIBIT 3

SUPERION STANDARD TERMS AND CONDITIONS

Superion Standard Terms and Conditions version 2016 January (10 pages in total) are inserted immediately following this Cover Page.

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ANNEX 1 - SPECIFIED CONFIGURATION

Hardware. Customer is responsible for providing the DMS server. The DMS server is owned by Customer and shall reside at Customers site for ease of management. The Click2Gov Server shall reside at a Superion data center. The Click2Gov Server is owned by Superion and is not the property of the Customer. The VPN Concentrator Option includes a router, which will be provided by Superion to Customer. The router is, and shall remain, the property of Superion.

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ANNEX 2 - SOLUTION AVAILABILITY AND SUPPORT

1. Superion's Responsibilities

Superion undertakes all responsibilities as outlined under Parts 1 and 2 of this Annex 2.

2. Customer Responsibilities

Superion will not be liable for a failure to perform its responsibilities under this Annex 2 to the extent such failure is directly caused by the Customer not complying with its obligations under this Agreement.

A. Customer will designate named contacts for contacting support. These named contacts will have undertaken specific training under the supervision of Superion in order to log faults and interact with support services.

B. Customer may be asked to perform problem determination activities as suggested by Superion. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Customer may also be requested to perform resolution activities including modifying processes. Customer agrees to cooperate with such requests, if reasonable.

C. Customer is responsible for the training and organization of its staff.

D. Superion is not required to provide any services relating to problems arising out of any alterations of or additions to the Solution performed or authorized by parties other than Superion (including its contractors, or third parties under Superion's control). The Solution does not include development work on software not licensed from Superion or development work for enhancements or features that are outside the documented functionality of the Solution except such work described in Exhibit 1. Customer may request consulting and development work from Superion as a separate billable service.

E. Customer will appoint a vendor liaison manager who will be Customer's primary contact with Superion on all commercial matters related to the Solution.

3. Disagreement procedure

In case the parties are in disagreement as to whether Superion has fulfilled its obligations under this ASP Order the parties shall use all reasonable efforts to amicably settle such dispute within five (5) working days. If the disagreement remains following such five working day period, the parties shall escalate the problem to the following representatives for the respective company to resolve the dispute:

Superion: The process for escalation shall be:

Superion: Director of Operations (first level);
VP of Services (escalation – 1st level);
General Manager (escalation – 2nd level)

Customer: _____

The disagreement procedure proposed herein shall not limit either party's right to bring a claim as provided for in the Agreement. Notwithstanding any dispute under this Annex 2, the parties have a duty to continue fulfilling all their other obligations under this Agreement.

PART 1 – SERVICE LEVEL COMMITMENT AND ASP PROCEDURES

Hosted Standards Sheet

Service Level Commitments

The following Service Level commitments apply to the Customer's production systems. This does not include testing or training systems.

A. Availability

1. *SERVICE LEVELS FOR THE APPLICATION SERVICES*

Superion shall provide access to the Solution (the "Application Services") in accordance with the following service level commitment provisions.

1. **Overall System Availability**

1.1 **Target.** In each Service Period, the target for availability of the Application Services is 99.9% ("Availability Target"). "Service Period" means 24 hours per day Monday through Sunday each calendar month that Customer receives the Application Services, excluding scheduled and emergency maintenance times. Superion will notify the Customer of all such maintenance windows.

1.2 **System Backups.**

- Daily data backups would begin at 12 a.m. (Customer local time) Monday through Saturday. These backups consist of all objects that have been changed since the last full backup, which includes customer data. Retention of backups: daily backups – 2 weeks; weekly backups – 5 weeks; monthly backups – 1 year; yearly backups – 3 years. The system will be available during the daily backup.
- Weekly system backups will begin on Sunday at 12 a.m. (Customer local time). At this time a full system backup will be performed. These backups consist of all objects on the system, including the OS, customer data, program files, source files, and other necessary Customer data.
- All backups are saved to a backup appliance and continuously replicated to an off-site Superion Cloud Solutions data center

1.3 Measurement. Service availability is measured as the total time that the Application Services are available during each Service Period for access by Customer ("Service Availability"). Unless otherwise specified, the measurement period for Service Availability is each Service Period and Service Availability shall be calculated at the end of each Service Period. Service Availability measurement shall be applied to the production environment and the points of measurement for all Application Services monitoring shall be the servers and the Internet connections at Superion's hosted environment.

If Superion's monitoring tool for Service Availability indicates that the Availability Target was not met or otherwise indicates that the Service Availability was lower than anticipated but Superion can otherwise show, by reasonable evidence and supporting documentation, the actual Service Availability was in fact different, then the Service Availability indicated by such other evidence and supporting documentation shall apply for the purposes of this Part 1 – Service Level Commitment and ASP Procedures.

1.4 **Calculation**. The standard Actual Service Availability in the relevant Service Period will be calculated on a monthly basis using the following calculation:

Total number of minutes available during the monthly Service Period less the total amount of minutes in which Customer does not receive the services, excluding events covered under Section G, "Exceptions." The resulting figure is divided by the total number of

minutes available during the monthly Service Period excluding events covered under Section G "Exceptions" to calculate the Actual Service Availability in the relevant Service Period.

Service Availability Targets are subject to change monthly. In an average 30 day month, the Service Availability Target of 99.9% provides 43 minutes, 12 seconds of potential downtime.

1.5 **Remedy**. If following the target measurement at the end of each Service Period, the Availability Target is not met with the result that the Customer's use of the Application Services is severely interrupted then the Customer shall be entitled to a credit calculated as follows:

Actual Service Availability in the Relevant Service Period	Percentage Reduction in Monthly Fee Payable by Customer in the Immediately Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	10%
Less than 99.0% but greater than or equal to 95.0%	25%
Less than 95.0%	50%

If during the term of this Order, Superion fails to meet the service level commitment targets specified above, the Customer's sole and exclusive remedy in relation to such failure shall be the applicable credits specified. In no event shall Superion be obliged to provide any refund in relation to any credit, but rather the credit shall be applied to the next following invoice due to the Customer. Superion will utilize monitoring software to track and report actual service availability in the relevant service period. If the actual service availability during the relevant service period does not achieve the Availability Target, Superion will automatically apply a service credit per the specifications above. However, any credit entitlement that is not reported by Superion, must be requested by the Customer within six (6) months of its availability shall no longer be available and the Customer will be deemed to have waived any rights in relation thereto and (for the avoidance of doubt) Superion's failure to meet the relevant service level commitment. In no event will credits due in any given month exceed fifty percent (50%) of that month's fees. Customer shall not be entitled to offset any monthly Application Services fee payments nor withhold fee payments on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. The amount of any unused credit shall be paid in cash to Customer upon termination of the Agreement.

Superion will provide reporting, as provided in Section F, showing performance and monthly service levels.

B. Server Performance

Superion shall provide sufficient server capacity for the duration of this Order to meet the reasonable performance requirements of the number of concurrent system users provided for in this Order.

Superion shall provide hardware resources sized for the number of users and software modules licensed in the Order Form Exhibit 1. If the Customer requests, at some later date to add additional software modules, increase user licenses, and/or request additional environments, the hardware and third party software requirements of such additions will be evaluated. If additional resources are required to support such modifications, additional fees may apply.

If the addition of users, unusually heavy use, or other factors require additional resources for support of the Customer (e.g., hardware, software, people, data communications link, etc.), Superion and the Customer will confer on the matter until a mutually agreeable solution is identified.

Performance monitoring and tuning will be performed as necessary to maintain an average in network interactive response time. "In network" is defined as any point between which the data packet enters the Superion environment and subsequently departs the Superion environment. Any point of communications outside of the Superion protected network environment, shall be deemed as "out of network."
Superion is not responsible for Internet connectivity and/or performance outside the internal Superion host site infrastructure.

C. Server Performance Stress Test

At the request of the Customer, Superion will coordinate a performance stress test with the Customer at an agreed upon time during implementation and, upon request, after go-live. Superion will work with the Customer to identify critical application screens to benchmark during the performance stress test and coordinate with the Customer to create an accurate test scenario with the Customer's End Users. Customer agrees to provide the resources necessary to simulate the desired load. Superion agrees to monitor and provide reports showing system utilization. Upon completion of the performance stress test, Superion and the Customer will mutually agree to the performance benchmarks for the identified critical screens taking into consideration Internet latency, End User workstations limitations, and the Customer's Local Area Network.

D. Scheduled and Emergency Maintenance for Application Services

Scheduled maintenance

System maintenance

Superion will provide all necessary hosted systems and network maintenance as deemed appropriate and necessary by Superion. All necessary maintenance will be completed outside of the Customer's standard business hours of operation, unless requested by Customer.

Superion application maintenance and upgrades

Software maintenance and upgrades will be performed outside of the Customer's standard business hours of operation, unless requested by Customer. Software maintenance and upgrades will be scheduled in advance with the Customer's primary contact.

Hardware maintenance and upgrades

Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation, unless requested by Customer. The primary Customer contact will be notified via the on file e-mail address prior to hardware upgrades being performed.

E. Incident Response

Incidents are defined as interruptions to existing service and can range in priority from urgent to low depending on the impact to the Customer. Incident priorities are defined as the following:

Priority Level	Impact	Description
1	Urgent	An Incident that (a) results in loss of Customer connectivity to all of the Application Services or (b) results in loss, corruption or damage to Customer's Data.
2	Critical	An Incident that has an adverse material impact on the performance of the Application Services or materially restricts Customer's use of the Managed IT Services as part of Customer's day-to-day operations.
3	Non-Critical	An Incident that does not result in a failure of the Application Services but a fault exists in the Managed IT Services that restricts Customer's use of the Managed IT Services.

4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the Application Services.

Superion will make commercially reasonable efforts to respond to Application Services incidents for live production systems using the following guidelines:

Priority Level	Performance Target	Minimum Performance % Goal
Priority 1 (Urgent)	Superion will respond within 1 hour of the issue being reported.	95%
Priority 2 (Critical)	Superion will respond within 2 hours of the issue being reported.	95%
Priority 3 (Non-Critical)	Superion will respond within 4 hours of the issue being reported.	95%
Priority 4 (Minor)	Superion will respond within 24 hours of the issue being reported.	95%

Measurement. Superion shall track and report on response and resolution time for application and hosting support issues identified by the Customer.

Superion will make every effort to meet the response times detailed above. The customer may, at their discretion, escalate as follows for any reason and at any time.

The escalation process will be as follows:

Escalation Level 1 – Support Manager – Manager On Call – 800-695-6915 option 1,7
Escalation Level 2 – Account Manager – 800-727-8088
Escalation Level 3 – Director of Product Support – 800-727-8088
Escalation Level 4 – Chief Operations Officer – 800-727-8088
Escalation Level 5 – Chief Executive Officer – 800-727-8088

F. Reporting

Superion shall measure its performance against the performance metrics as set forth herein and shall provide a report of such performance on a monthly basis. Such report(s) shall be delivered via an agreed upon method and within ten (10) days following the end of the applicable monthly measurement period. Superion will schedule a performance review with the Customer upon request.

G. Exceptions.

Notwithstanding anything herein, Superion shall not be responsible for failure to carry out any of its obligations under this Part 1 – Service Level Commitment and ASP Procedures.(including liability to apply any credit for any failure to meet a service level commitment target) if the failure is caused by:

(a) scheduled downtime in order to carry out maintenance or suspensions in the Application Services that Customer has been notified of in advance that occurs outside of Normal Business Hours provided that in event of any critical or urgent system issue that does not reasonably permit advance notice to Customer, Superion shall provide notice as and when commercially reasonable with respect to such urgent issue, or as otherwise reasonably agreed between Customer and Superion. The system is reserved for maintenance on Sundays from 12 a.m. – 5 p.m., customer local time;
(b) adverse impact due to the defectiveness of the Customer's environment or Customer' systems or due to Customer data supplied to the Application Services;

(c) adverse impact as a result of denial of reasonable access by Superion personnel to relevant portion of Customer's systems or premises that prevents Superion from addressing and provided that no other commercially reasonable method is available to attain such information;
(d) adverse impact due to material changes made to the usage of the Application Services by Customer where Superion has not agreed to such changes in advance and in writing;
(e) adverse impact due to the modification or alteration in any way by Customer or its subcontractors of communications links necessary to the proper performance of the Application Services;
(f) a force majeure event, or the negligence or intentional acts or omissions of Customer or its agents.

H. ASP Procedures

A. Incident Resolution

Performance targets vary due to issue complexity and priority. For critical requests, Superion provides a continuous resolution effort until the issue is resolved.

B. Service Requests

Service requests are new requests that will take less than 8 hours to accomplish. The Superion Cloud Solutions management team will perform the prioritization for these requests. There will be a targeted resolution goal of up to five (5) days with extra time being allowed if equipment or software needs to be ordered or multiple products have to be analyzed. However, more complex requests may take longer to complete. Any new service requests requiring more than 8 hours to accomplish may constitute a project and must be scheduled.

C. Test/Training Environments

Superion will make commercially reasonable efforts to provide test/training environments during Customer business hours. For avoidance of doubt, the aforementioned test/training environments are not included under the SLA metrics period(s) hereunder.

Scheduled Maintenance

System maintenance

Superion will provide all necessary hosted systems and network maintenance for test/training environments as deemed appropriate and necessary by Superion Cloud Solutions. All necessary maintenance will be scheduled with the Customer and may be completed during business hours.

Superion application maintenance and upgrades

Software maintenance and upgrades for test/training environments may be performed during the Customer's standard business hours. Software maintenance and upgrades will be scheduled in advance with the Customer's primary contact.

Hardware maintenance and upgrades

Hardware maintenance and upgrades for test/training environments may be performed during the Customer's standard business hours. The primary Customer contact will be notified via the on file e-mail address prior to hardware upgrades being performed.

Emergency maintenance

Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. The primary Customer contact will be notified, when possible, via the on file e-mail address, prior to emergency maintenance being performed. If no contact is made, emergency maintenance will move forward as deemed necessary by Superion Cloud Solutions management Emergency maintenance performed without prior notification will be included as downtime in the monthly Actual Service Availability calculation only in cases where an error or omission on the part of Superion is determined to be the reason for the outage.

Incidents and service requests.

Test/training environment incidents will be considered priority 3 and priority 4 incidents and handled as such. Service requests will be prioritized and scheduled similar to production service requests.

Test/training environment refreshes

Test/training environment refreshes will be provided in accordance with the terms of this Order, which indicates the number of refreshes provided in a calendar year. Upon written receipt of a Customer's refresh request, Superion will schedule and complete the refresh within 4 weeks of the request.

I. Responsibility Summary Matrix

Responsibility Summary Matrix		
Description	Superion Responsibility	Customer Responsibility
ASP Server Hardware management	X	
ASP Server File system management	X	
ASP Server upgrades and maintenance	X	
ASP Database product upgrades and maintenance	X	
ASP 3rd Party product upgrades and maintenance	X	
Application Update Installation		
Request to install application updates		X
Installation of application updates	X	
ASP Backup Management	X	
Data and or File restoration		
Request to restore data and or files		X
Restoration of data and or files	X	
Network		
ASP Network up to and including the router at Superion's location	X	
ASP Router at Customer's location	X	
Customer's network up to the router at Customer's location		X
Customer Workstations		X
System Performance	X	X
Add/Change users		
User add/change requests		X
User add/change implementation for System Access	X	
User add/change implementation for Software Applications		X
Add/Change Printers		
Printer add/change requests		X
Printer add/change implementation on ASP network	X	
Printer add/change implementation for Software Applications		X
Disaster Recovery	X	
Password Management	X	X
Application Management		
Application Configuration		X
Application Security Management		X
Accuracy and Control of Data		X

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PART 2 – ERROR CORRECTION

1. Superion shall provide to Customer, during Superion's support hours as set forth in the Support Standards below ("Support Hours"), telephone assistance regarding Customer's proper and authorized use of a new edition of a Solution (the "Release"), as applicable.

2. Superion shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by Customer in accordance with this Order. Customer shall provide to Superion reasonably detailed documentation and explanation, together with underlying data, to substantiate any error and to assist Superion in its efforts to diagnose, reproduce and correct the error. These support services shall be provided by Superion at Customer location(s) if and when Superion and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Solution or an act or omission of Superion, then Customer shall pay for Superion's investigation and related services at Superion's standard professional services rates. Customer must provide Superion with such facilities, equipment and support as are reasonably necessary for Superion to perform its obligations under this Order, including remote access to the Specified Configuration.

3. Customer shall promptly install and/or use any Release provided by Superion to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Solution shall be furnished by means of new Releases of the Solution and shall be accompanied by updates to the Documentation whenever Superion determines, in its sole discretion, that such updates are necessary.

Support Standards

I. **Support Hours: Hours During Which Superion's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in the Order as to Support Type, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9").

II. **Targeted Response Times.**
"Notification" means a communication to Superion's help desk by means of: (i) Superion's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Superion's then-current policies and procedures for submitting such communications.

With respect to Superion's support obligations, Superion will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Solution identified in the Order in accordance with the following guidelines with the time period to be measured beginning with the first applicable Superion "Telephone Support" hour occurring after Superion's receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
Urgent 1	A support issue shall be considered **Urgent** when it produces a Total System Failure; meaning Superion's Solution is not performing a process that has caused a complete work stoppage.	Superion has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, Superion has a stated goal to resolve an urgent issue within 24 hours or provide a resolution plan with urgent issues within 24 hours of the issue being reported. A resolution plan details the steps necessary to understand and possibly resolve the issue.
Critical 2	A support issue shall be considered **Critical** when a critical failure in operations occurs; meaning SunGard's Solution is not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	Superion has a stated goal to respond within two hours of the issue being reported.	
Non-Critical 3	A support issue shall be considered **Non-Critical** when a non-critical failure in operations occurs; meaning Superion's Solution is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	Superion has a stated goal to respond within four hours of the issue being reported.	
Minor 4	A support issue will be considered **Minor** when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Superion has a stated goal to respond within 24 hours of the issue being reported.	

** Measured from the moment a Case number is created. As used herein a "Case number" is created when a) Superion's support representative has been directly contacted by Customer either by phone, email, in person, or through Superion's online support portal, and b) when Superion's support representative assigns a case number and conveys that case number to the Customer. Customer must provide remote access to its facility using a Superion approved remote access client so that Superion can perform the support obligations and/or services under this Order; and will provide appropriate security access and accounts for Superion staff and each session participant.*

Customer must provide remote access to its facility using a Superion approved remote access client so that Superion can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for Superion staff and each session participant.

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COGNOS THIRD PARTY PRODUCTS SUPPLEMENT

1. Additional Definitions. "Cognos Component Systems" means any of the software provided to Superion by Cognos Corporation ("Cognos") and identified under the name "Cognos" in Exhibit 1.

2. Ownership. Cognos owns the Cognos Component Systems.

3. Restrictions on Use of Cognos Component Systems. Customer's use of the Cognos Component System(s) is subject to the following additional terms and conditions:

(a) Customer has the right to use the Cognos Component System(s) only in Object Code form, and only with the Superion Licensed Software.

(b) Customer acknowledges that the Cognos Component System(s) are proprietary to Cognos and are supplied by Superion under license from Cognos. Title to the Cognos Component System(s) shall at all times remain vested in Cognos or its designated successor. Except for the right of use that is expressly provided to Customer under the Agreement, no right, title or interest in or to the Cognos Component System(s) is granted to Customer;

(c) Customer agrees that Cognos shall not be liable for any damages, whether direct, indirect, incidental, special, or consequential, arising from the Customer's use of the Cognos Component System(s) or related materials;

(d) Customer acknowledges and agrees that Cognos is a third party beneficiary of this Agreement;

(e) Customer acknowledges and understands that the Cognos Component System(s) may only be used by the number of users for the specific functions for which the license has been granted, as otherwise specified in Exhibit 1; and

(f) Customer acknowledges and understands that it is licensing the Cognos Component System(s) on a "restricted use" basis. "Restricted use" means the use of the Cognos Component System(s) only with the following Component Systems, to the extent licensed as set forth in Exhibit 1. Such restricted use shall include Customer's right to extract, analyze, and report data from disparate systems, provided that such data is extracted, analyzed and reported by the software applications system(s) set forth in Exhibit 1.

(g) In lieu of the warranty provided in Section 7 of the Agreement, Customer shall be provided with the limited, thirty (30) day warranty from Cognos as set forth below. Cognos warrants to Customer that (a) for a period of thirty (30) days following the initial delivery/download/access of the Cognos Component System(s) to or by Customer, the Cognos Component System(s) will perform in accordance with its related documentation, and (b) the media on which the Cognos Component System(s) is provided, if applicable, is free from defects in materials and workmanship under normal use. Subject to applicable law, all other warranties, express or implied, or otherwise, are excluded. Customer's only remedy against Cognos if this warranty is breached will be, at the option of Cognos, (a) to repair or replace the Cognos Component System(s) or (b) to refund the amounts paid in respect of the defective Cognos Component System(s). This remedy is void if Customer misuses the Cognos Component System(s) contrary to its related documentation.

Version 2016, January

Superion Standard Terms

These Superion Standard Terms ("**SST**") may be incorporated into one or more orders referencing these SST (each, an "**Order**"). Each Order, together with these SST, shall form a separate agreement (this "**Agreement**"), by and between the Person identified on the Order ("**Customer**") and the Superion company identified on the Order ("**Superion**"), applicable to the proprietary solution identified on the Order (the "**Solution**"), as such Solution may be modified, revised and updated from time to time. Only the Customer and Superion entities that execute the Order will be liable for the obligations under that Order. Each Order will be effective upon the latest date shown on the signature page of the Order ("**Order Execution Date**").

1. Scope. Customer may use the Solution only in the ordinary course of Customer's internal business operations for the benefit of Customer and only in accordance with the terms on the Order, the Documentation, this Agreement, including the Scope of Use. Customer shall be liable for any breach of the terms of this Agreement by any persons given access to the Solution by Customer. Notwithstanding this Section 1, Customer and Superion agree that Customer's clients who make inquiries regarding their own utility customer information or other personal information maintained by the Customer may be allowed by Customer to have use of the input and/or output sensory displays of or from the Solution under the provisions of Section 5.5 hereunder.

2. Specified Configuration. Customer shall, at its expense, procure and maintain the computer hardware, systems software and other items required for use of, or access to, the Solution, including those described in the Order and Documentation (the "**Specified Configuration**") and for updating the Specified Configuration in accordance with Superion's published updates. If not yet completed, Customer shall complete its procurement and installation of the Specified Configuration prior to the scheduled start of implementation. Customer shall devote all equipment, facilities, personnel and other resources reasonably necessary to begin using the Solution in production on a timely basis as contemplated by this Agreement and satisfy any Customer requirements necessary for Superion to complete the professional services described in Section 6. Superion is not responsible for any delays or additional fees and costs associated with Customer's failure to timely perform its obligations under this Section 2.

3. Payments.

3.1. Fees. Customer shall pay to Superion the fees stated in the Order, in accordance with the payment terms stated on the Order. Superion shall invoice all other fees, as and when incurred. All invoices shall be sent to Customer's address for invoices stated on the Order. Except as otherwise specified on the Order, Customer's payments shall be due within Forty-five (45) days after the invoice date. A late payment fee at the rate of 1% per year (or, if lower, the maximum rate permitted by applicable law) shall accrue on any amounts thirty (30) days past the due date above and unpaid by Customer to Superion, except for Disputed Amounts. Superion may not increase the fees and charges payable under this Agreement, unless otherwise stated in this Agreement or in the Order.

3.2. Taxes. To the extent required by law, Customer is responsible for paying all taxes on services and products provided to Customer by Superion pursuant to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide Superion with a valid tax exemption certificate; otherwise, absent such proof of Customer's direct payment of such tax amounts to the applicable taxing authority, Superion will invoice Customer for and Customer will pay to Superion all such tax amounts.

3.3. Certain Remedies for Non-payment. If Customer fails to pay to Superion, within forty-five (45) days after Superion makes written demand therefor, any past-due amount payable under this Agreement (including any applicable late payment fee) that is not a Disputed Amount, in addition to all other rights and remedies which Superion may have, Superion may, in its sole discretion and with at least fourteen (14) business days' further notice to Customer stating the suspension date, suspend performance of any or all of its obligations under this Agreement (other than Section 5). Superion shall have no liability for Customer's use of the Solution until all such past-due amounts and any applicable reinstatement fees are paid in full.

4. Warranties, Covenants and Limitations.

4.1. Compliance with Laws. Superion shall comply with all laws, enactments, orders and regulations applicable to it as the provider of services under this Agreement. Customer shall comply with all laws, enactments, orders and regulations applicable to it as the recipient and user of services under this Agreement.

4.2. No Infringement. (a) Superion shall fully indemnify, defend and hold Customer harmless from and against any and all losses, damages, costs and expenses, and attorney's fees, that Customer incurs because of any and all claims that use of a Solution infringes upon (i) any United States copyright or (ii) any trade secret or other proprietary right of any Person (collectively, "**IP Rights**"). Superion shall have no obligation under this Section 4.2 unless Customer promptly gives notice to Superion within ten (10) days after the date Customer first receives notice of the applicable infringement claim (provided that later notice shall relieve Superion of its liability and obligations under this Section 4.2 only to the extent that Superion is prejudiced by such later notice) and allows Superion to have sole and reasonable control of the defense or settlement of the claim. Customer may monitor any such litigation or proceeding at its expense, using counsel of its choosing. If any Solution is, or in Superion's opinion becomes or is likely to become the subject of a United States IP Rights infringement claim, then Superion, at its sole option and expense, shall provide the Customer, in addition to the aforementioned indemnity and hold harmless, with a full and complete remedy that will either:

(a) modify or replace all or the allegedly infringing part of the Solution so that it is no longer allegedly infringing, provided that the functionality does not change in any material adverse respect; or

(b) procure for Customer the right to continue using the allegedly infringing part of the Solution; or

(c) remove all or the allegedly infringing part of the Solution, and (i) if Customer has paid a one-time upfront initial license fee for the applicable Solution, refund to Customer the corresponding portion of the license fee paid by Customer to Superion for the applicable Solution, less a reasonable rental charge equal to one-sixtieth (1/60) of the initial license fee for each month of use following the Order Execution Date, or (ii) if Customer is paying for the use of the Solution on a recurring basis, refund to Customer the corresponding portion of the unused recurring fee(s) paid by

Customer to Superion with respect to the applicable Solution, and in each such case this Agreement shall terminate with respect to the Solution or part thereof removed.

(b) General Indemnity. To the extent permitted by law, and to the extent provided for under this Agreement, for claims related to bodily injury, death, and damage to real property and tangible personal property, as well as fines, assessments and penalties imposed by any authority, Superion shall indemnify and hold harmless the Customer from and against all direct damages and costs of any kind, including but not limited to reasonable attorney's fees, arising out of or resulting from any negligent acts, or negligent omissions of Superion, regardless of whether such claims are caused in part by any party indemnified hereunder, but not to the extent that the Customer is legally liable for such damages and costs. For purposes of this indemnification only, this includes claims made by the employees of Superion against the Customer, and Superion hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnification provided above shall obligate Superion to defend at its own expense or to provide for such defense, at the option of the Customer, 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 Customer or its mayor, councilmembers, officers, employees, attorneys, agents and representatives which may arise or result from this Agreement. In all events the Customer shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

4.3. Harmful Code. Using a recent version of a reputable virus-checking product (to the extent commercially available), Superion will check the Solution, as well as any systems used to deliver the Solution, for any viruses, worms or similar harmful code (**"Harmful Code"**) and will use commercially reasonable efforts to eliminate any such Harmful Code that Superion discovers.

4.4. Exclusion for Unauthorized Actions. Superion is not liable under any provision of this Agreement for any performance problem, claim of infringement or other matter to the extent attributable to any unauthorized or improper use or modification of the Solution by or on behalf of Customer, any unauthorized combination of the Solution with other software or services (other than as specified in the Specified Configuration), any use of any version of the Solution other than the Supported Release, a failure to subscribe to support services if then offered for the Solution, any Third-Party Hardware or Third-Party Services, and Third-Party Software or Open Source Software (except as set forth in Sections 4.10 and 4.12), any wrongful act or omission by Customer, its Affiliates or its customers or any breach of this Agreement by Customer.

4.5. Force Majeure. Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than its payment obligations, which shall be suspended only for so long as the force majeure event renders Customer unable by any means to transmit payments when due hereunder) as a result of a cause beyond its control, including any act of God or a public enemy or terrorist, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, theft or criminal misconduct by unrelated third parties, disruption or outage of communications (including the Internet or other networked environment), power or other utility, unavailability of supplies or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by the non-performing party with reasonable care.

4.6. Disclaimer. EXCEPT AS STATED IN SECTIONS 4, 6.5 AND 9.5, THE SOLUTION, DOCUMENTATION AND SERVICES ARE PROVIDED "AS IS," AND ALL OTHER REPRESENTATIONS, WARRANTIES, TERMS OR CONDITIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, QUALITY OF INFORMATION, QUIET ENJOYMENT OR OTHERWISE (INCLUDING IMPLIED WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, OR NON-INFRINGEMENT) ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED FROM THIS AGREEMENT.

4.7. Superion's liability in connection with any matter relating to this Agreement will not exceed One Million and Zero/100 Dollars ($1,000,000.00). THE LIABILITY LIMITATIONS SET FORTH IN THIS SUBPARAGRAPH DO NO APPLY TO THE INTELLECTUAL PROPERTY AND GENERAL INDEMNITIES PROVIDED BY SUPERION PURSUANT TO PARAGRAPH 4.2 OF THIS AGREEMENT.

4.8. Consequential Damage Exclusion. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY (OR ANY OF ITS AFFILIATES PROVIDING OR RECEIVING THE SOLUTION, SERVICES OR OTHER SOFTWARE UNDER THIS AGREEMENT) BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR LOSSES OR DAMAGES WHICH FALL INTO ANY OF THE FOLLOWING CATEGORIES: (a) LOST REVENUES, (b) LOST PROFITS, (c) LOSS OF BUSINESS, (d) TRADING LOSSES, (e) INACCURATE DISTRIBUTIONS OR (f) ANY INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING ANY OF THE FOREGOING LOSSES OR DAMAGES RESULTING FROM CUSTOMER'S USE OF THE SOLUTION OR SERVICES PROVIDED HEREUNDER, OR ARISING FROM ANY BREACH OF THIS AGREEMENT OR ANY TERMINATION OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF THE RELEVANT PARTY HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. FOR PURPOSES OF CLARIFICATION, THE FOLLOWING SHALL BE DEEMED "DIRECT DAMAGES" AS BETWEEN CUSTOMER AND SUPERION FOR THE PURPOSES OF THIS AGREEMENT (i) ANY AND ALL DAMAGES, INCLUDING CONSEQUENTIAL AND SIMILAR DAMAGES, AWARDED TO A THIRD PARTY FOR WHICH INDEMNIFICATION IS PROVIDED BY A PARTY UNDER SECTION 4.2; (ii) CUSTOMER'S OUT-OF-POCKET COSTS TO NOTIFY AFFECTED PERSONS AND/OR PAY FOR CREDIT MONITORING SERVICES FOR SUCH PERSONS FOR A ONE-YEAR PERIOD INCURRED AS A RESULT OF SUPERION'S BREACH OF SECTION 5.

4.9. Third-Party Software. To facilitate Customer's access and use of the Third-Party Software, the licensor(s) of such Third-Party Software have agreed to allow Superion to provide the Third-Party Software to Customer subject to the following additional conditions: (i) the Third-Party Software shall be used only in conjunction with any permissible use of the Solution specifically authorized in this Agreement, and (ii) the Third-Party Software shall be used only in accordance with licensor's terms and conditions and documentation for the Third-Party Software which, unless otherwise included in a specific Supplement to the Order, shall be provided to Customer with the receipt of such Third-Party Software. Superion shall use reasonable efforts to provide Customer the benefit of

all indemnities and warranties granted to Superion by the licensor(s) of the Third-Party Software, to the extent possible without additional cost to Superion, as and if permitted by Superion's agreement with the licensor of the Third-Party Software, and to the extent such warranties and indemnities pertain to Customer's use of the Third-Party Software hereunder. In the event of any defect in any Third-Party Software (in the form delivered by Superion and when properly used for the purpose and in the manner specifically authorized by this Agreement), Superion will use commercially reasonable efforts to replace or correct the Third-Party Software without charge. If Superion complies with this provision, it shall face no further liability with respect to any defect in any Third-Party Software.

Unless as otherwise provided in a specific Supplement to the Order, or as provided in the licensor's terms and conditions, Superion shall provide Level 1 support of the Third-Party Software. For purposes herein, Level 1 Support shall mean:

1) Taking the first support call from Customer and qualifying the call priority, or if an existing case, obtaining case information;

2) Gathering information about the case, defining and describing the problem, and determining if the Third Party Software is the cause of the problem. Analyze problem symptoms, attempt to find root cause if appropriate and document result of such attempts. Determining if the problem is a known Third-Party Software problem by accessing third party online support resources; and

3) If it is determined to be a Third-Party Software problem, contacting the Third-Party Software technical support. For new cases, opening a case and selecting a priority. For existing cases, providing the case number and information gathered to the Third-Party Software support engineer.

4.10. Third-Party Hardware and Third-Party Services. Customer is hereby advised that the third party, and not Superion, assumes all responsibility for and liability in connection with the Third-Party Hardware and Third-Party Services, and is solely responsible for delivering the Third-Party Hardware and Third-Party Services to Customer. Superion is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that Superion is authorized to represent the fees for the Third-Party Hardware or Third-Party Services as the same is provided for in the Order and to accept payment of such amounts from Customer on behalf of the third party.

4.11. Open Source Software Components. The Solution may be provided with or included Open Source Software, including that Open Source Software identified in the Documentation or on the support services website for the Solution. The Open Source Software is licensed under the terms of the open source license that accompanies or is made available with such Open Source Software, including via a website designated by Superion. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable license for such Open Source Software. Open Source Software shall not be deemed to be part of the Solution under this Agreement and Superion shall have no liability relating to such Open Source Software; provided, however, that Superion shall be responsible for fixing Errors caused by the Open Source Software to the same extent as Superion's ongoing support obligations as set forth in Section 8.5 and 9.3 of this Agreement.

4.12. Open Negotiation. Customer and Superion have freely and openly negotiated this Agreement, including the pricing, with the knowledge that the liability of the parties is to be limited in accordance with the provisions of this Agreement.

4.13. Title and Risk of Loss. In no event will Superion be deemed to have taken title or any similar right or interest in or of any Third-Party Software or Third-Party Hardware in the chain of distribution to Customer, and title, risk of loss, and/or such similar right or interest in or to the Third-Party Software or Third-Party Hardware will be deemed to vest in Customer either at the point of delivery to carrier for shipment or as otherwise provided for in the licensor's terms and conditions.

4.14. Disclaimer. Except as may be provided in Section 4.10 above, Customer agrees and understands that **SUPERION MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE THIRD-PARTY PRODUCTS. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CUSTOMER BY THE LICENSORS, MANUFACTURERS OR PROVIDERS OF SUCH THIRD-PARTY PRODUCTS. SUPERION EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CUSTOMER TO THE THIRD PARTY PURSUANT TO THIS AGREEMENT, SUPERION WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE THIRD-PARTY PRODUCTS.**

4.16 Other Limitations. The warranties made by Superion in this Agreement, and the obligations of Superion under this Agreement, run only to Customer and not to its Affiliates, its customers or any other Persons. Under no circumstances shall any Affiliate or customer of Customer or any other Person be considered a third-party beneficiary of this Agreement or otherwise entitled to any rights or remedies under this Agreement (including any right to be consulted in connection with any variation or rescission of the Agreement agreed between Superion and Customer), even if such Affiliates, customers or other Persons are provided access to the Solution or data maintained in the Solution via the Internet or other networked environment. Except to the extent specified in an Order or this Agreement, and except to the extent required by Chapter 119, Florida Statutes, Superion shall not be deemed Customer's official record keeper for regulatory or other purposes and shall have no obligation to retain any records or data on Customer's behalf after termination or expiration of this Agreement.

5. Confidentiality, Security, Ownership and Use Restrictions.

5.1. Confidentiality. Subject to Chapter 119, Florida Statutes, the party receiving Confidential Information (**"Receiving Party"**) of the other (**"Disclosing Party"**) shall not, and shall cause its Authorized Recipients not to, use Confidential Information for any purpose except as necessary to implement, perform or enforce this Agreement. Receiving Party will use the same reasonable efforts to: (a) protect the Confidential Information of Disclosing Party as it uses to protect its own proprietary information and data. Prior to disclosing the Confidential Information to its Authorized Recipients, Receiving Party shall inform them of the confidential nature of the Confidential Information and require them to abide by the terms of this Agreement. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. If Receiving Party believes the Confidential Information must be disclosed under applicable law, Receiving Party may do so provided that, to the extent permitted by law, the other party is given a

reasonable opportunity to contest such disclosure or obtain a protective order.

5.2. Security. Subject to Chapter 119, Florida Statutes:

(a) Superion will implement commercially reasonable administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of Customer Data; (ii) protect against any anticipated threats or hazards to the security or integrity of Customer Data; and (iii) protect against unauthorized access to or use of Customer Data. Superion will review and test such safeguards on no less than an annual basis.

(b) If Customer makes the Solution or data maintained by the Solution accessible through the Internet or other networked environment, Customer shall be solely responsible for all aspects of Internet use, and shall maintain, in connection with the operation or use of the Solution, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

(c) To the extent that Third-Party Users are permitted to have access to the Solution, Customer shall maintain agreements with such Third Party Users that adequately protect the confidentiality and intellectual property rights of Superion in the Solution and Documentation, and disclaim any liability or responsibility of Superion with respect to such Third Party Users. Notwithstanding this section 5.2, Customer and Superion agree that Customer's clients who make inquiries regarding their own utility customer information or other personal information maintained by the Customer may be allowed by Customer to have use of the input and/or output sensory displays of or from the Solution under the provisions of Section 5.5 hereunder.

5.3. Personal Data. If Superion processes or otherwise has access to any personal data or personal information on Customer's behalf when performing Superion's obligations under this Agreement, then: (i) Customer shall be the data controller (where **"data controller"** means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and Superion shall be a data processor (where **"data processor"** means an entity which processes the data only on behalf of the data controller and not for any purposes of its own); (ii) Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to Superion so that Superion may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include Superion processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for Superion to provide the Solution and perform its other obligations under this Agreement; and (iii) Superion shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by Customer from time to time as set out in and in accordance with the terms of this Agreement; and (iv) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken. To the extent Superion is deemed to be a third-party agent under Section 501.171, Florida Statutes, Superion shall notify the Customer as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential data held on Customer's behalf. Further, Superion shall at its own cost provide notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential data held on Customer's behalf as provided in Section 501.171, Florida Statutes. Superion shall also at its own cost implement measures deemed appropriate by the Customer to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data. Superion shall cause each of its subcontractors having access to Customer Data to comply with the provisions of this Section.

5.4. SG Solution Details. The SG Solution Details are trade secrets and proprietary property of Superion or its licensors, having great commercial value to Superion or its licensors. Title to all SG Solution Details and all related intellectual property and other ownership rights shall be and remain exclusively with Superion or its licensors, even with respect to such items that were created by Superion specifically for or on behalf of Customer. Superion and its Affiliates may freely use Feedback without attribution or the need for Superion, its Affiliates or any third party to pay Customer or any third party any royalties or other fees of any kind. This Agreement is not an agreement of sale, and no intellectual property or other ownership rights to any SG Solution Details are transferred to Customer by virtue of this Agreement. All copies of SG Solution Details in Customer's possession shall be deemed to be on loan to Customer during the term of this Agreement. Notwithstanding this section 5.4, Customer and Superion agree that Customer's clients who make inquiries regarding their own utility customer information or other personal information maintained by the Customer may be allowed by Customer to have use of the input and/or output sensory displays of or from the Solution under the provisions of Section 5.5 hereunder

5.5. Use Restrictions. Except to the extent specifically authorized by this Agreement, Customer shall not, shall not attempt to, and shall not permit any other Person under its reasonable control to: (a) use any SG Solution Detail for any purpose, at any location or in any manner not specifically authorized by this Agreement; (b) make or retain any Copy of any SG Solution Detail; (c) create or recreate the source code for the Solution, or re-engineer, reverse engineer, decompile or disassemble the Solution except to the extent specifically permitted by applicable law; (d) modify, adapt, translate or create derivative works based upon the Solution or Documentation, or combine or merge any part of the Solution or Documentation with or into any other software or documentation except to the extent specifically permitted by applicable law; (e) refer to, disclose or otherwise use any SG Solution Detail as part of any effort either (i) to develop a program having any functional attributes, visual expressions or other features similar to those of the Solution or (ii) to compete with Superion; (f) remove, erase or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in any SG Solution Detail, or fail to preserve all copyright and other proprietary notices in any Copy of any SG Solution Detail made by Customer; (g) sell, market, license, sublicense, distribute or otherwise grant to any Person, including any outsourcer, vendor, sub-contractor,

consultant or partner, any right to use any SG Solution Detail or allow such other Person to use or have access to any SG Solution Detail, whether on Customer's behalf or otherwise; or (h) use the Solution to conduct any type of application service provider, service bureau or time-sharing operation or to provide remote processing, network processing, network telecommunications or similar services to any Person, whether on a fee basis or otherwise. Notwithstanding this section 5.5, Customer and Superion agree that Customer's clients who make inquiries regarding their own utility customer information or other personal information maintained by the Customer may be allowed by Customer to have use of the input and/or output sensory displays of or from the Solution under the provisions hereunder. Customer is prohibited from using the Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. Customer will not allow the Solution to be used by, or disclose all or any part of the Solution to, any person except Customer Employees. Without limiting the foregoing, Customer is permitted to allow use of the input and/or output sensory displays of or from the Solution by third parties on a strict "need to know" basis, and such use will not be deemed a non-permitted disclosure of the Solution.

5.6. Notice and Remedy of Breaches. Each party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of this Section 5, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.

5.7. Enforcement. Each party acknowledges that any breach of any of the provisions of this Section 5 may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all Persons involved from continuing the breach.

6. Professional Services.

6.1. Professional Services. An Order may identify certain Professional Services.

6.2. Professional Services Fees. Customer shall pay to Superion the professional services fees stated on the Order. In each case where professional services fees are not specified on the Order, then the fees for such services shall be based upon Superion's then standard professional services fee rates.

6.3. Expense Reimbursements. Customer shall reimburse Superion for reasonable travel, living and other out-of-pocket expenses incurred by Superion personnel in connection with all services, including, but not limited to, Professional Services and maintenance and support rendered by Superion. Reimbursable expenses shall be incurred by Superion personnel in accordance with Superion's then current per diem travel expense guidelines, a copy of which will be included in the Order. Superion shall invoice Customer for reimbursement of these expenses on a monthly basis, as incurred.

6.4. Cooperation and Access to Facilities, Data and Employees. To the extent reasonably necessary for Superion to perform its obligations under this Agreement, Customer shall provide to Superion access to Customer's location site, equipment, data and employees, and shall otherwise cooperate with Superion in its performance hereunder, all as reasonably necessary for Superion to perform its obligations under this Agreement.

6.5. Professional Services Warranty. Superion warrants to Customer that Professional Services will be performed in a good and workmanlike manner by qualified personnel, subject to Section 6.4. Superion shall have no liability under this Section 6.5 unless, within thirty (30) days after Customer discovers a breach of this warranty, Superion receives notice from Customer describing the breach of this warranty, together with adequate supporting documentation and data. Upon receipt of any such notice, Superion is obligated under this Section 6.5 to remedy the breach and reperform the particular Professional Services affected as soon as reasonably practical at no additional charge.

6.6. Compliance with Customer Policies. While Superion personnel are performing services at Customer's site, Superion will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to Superion in writing and in advance. Customer shall promptly reimburse Superion for any reasonable out-of-pocket costs incurred in complying with such procedures and policies.

6.7. Contributed Material. In the process of Superion's performing Professional Services, Customer may, from time to time, provide Superion with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solution, the Documentation or any other deliverables (**"Contributed Material"**). Customer grants to Superion a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for Superion, Superion's Affiliates and Superion's licensees to make, use, sell and create derivative works of the Contributed Material.

7. Term and Termination.

7.1. Order Term. The Order may state an initial term for the use of the Solution (**"Initial Term"**) and may state renewal terms (each a **"Renewal Term"**). **"Order Term"** means the Initial Term together with any Renewal Terms.

7.2. Termination. (a) A party has the right to terminate this Agreement for convenience and without penalty by providing the other party with at least nine (9) months written notice. In addition, a party has the right to terminate this Agreement for cause if the other party breaches a material provision of this Agreement. To terminate this Agreement for cause, the party seeking termination must give the other party written notice that describes the event or condition of termination in reasonable and sufficient detail in order to afford the other party the ability to generally identify and understand what breach or breaches of this Agreement must be cured. From the date of its receipt of that notice, the other party will have thirty (30) days or such additional time agreed to by the parties in writing, to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period. However, notice to Superion of a suspected defect in the Documentation and *bona fide* payment disputes under this Agreement will not constitute a notice of termination of this Agreement.

(b) **Survival of Obligations**. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity and hold harmless will survive termination of this Agreement.

(c) **Termination without prejudice to Other Rights and Remedies.** Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

7.3. Effect of Termination. The provisions of Sections 3, 4, 5, 7.3 and 10 shall survive any termination of this Agreement, whether under this Section 7 or otherwise. Customer shall be liable for all payments due to Superion for the period ending on the date of termination. Upon a termination of this Agreement, whether under this Section 7 or otherwise, or upon the expiration or termination of an Order Term, Customer shall: (i) discontinue all use of the affected Solution and Documentation, (ii) promptly return to Superion all copies of the affected Solution and Documentation and any other affected SG Solution Details then in Customer's possession; and (iii) give notice to Superion certifying that all copies of such items have been permanently deleted.

8. Terms Applicable To SaaS, ASP and Hosting. The following provisions in this Section 8 apply solely to Hosting Services and to Orders for and ASP Solution or SaaS Solution.

8.1. Saas, ASP and Hosting. Superion shall provide the Hosting Services and/or access to the ASP Solution or SaaS solution, as described and for the term specified on the Order.

8.2. Passwords and Solution Access. If Superion provides Customer or its Authorized Users with unique access codes to access the Solution (each, a "**Password**"), Customer shall hold any such Passwords in strict confidence and shall not assign, share, misuse or abuse the Passwords or attempt to render ineffective the password protection of the Solution. If Customer suspects or learns that a Password is being used to gain unauthorized access to the Solution, Customer will immediately notify Superion so that it can change, or assist Customer in changing, the applicable Password. To the extent the Solution is within Superion's network, Superion may suspend access to the Solution without advance notice if Superion reasonably believes the Solution is being used or accessed in an unauthorized, illegal or disruptive manner, provided that Superion will promptly notify Customer of any such event.

8.3. Customer Data.

(a) Customer shall supply, or cause to be supplied, all Customer Supplied Data. Customer shall transmit the Customer Supplied Data to Superion by communications link or in another manner described on the Order. As between Superion and Customer, Customer shall be responsible for ensuring that the Customer Supplied Data is Accurate and complete. Customer represents and warrant to Superion that Customer has the full legal right for Customer and Superion, its affiliates and agents to use the Customer Supplied Data for processing hereunder.

(b) Within thirty (30) days after termination of Hosting Services or of an Order for an ASP Solution or SaaS Solution, Customer shall give Superion an instruction notice regarding the disposition of any tapes, data, files and other property belonging to Customer and then in Superion's possession. To the extent practicable and at Customer's expense after receipt of such notice, Superion shall use commercially reasonable efforts to comply with the notice, including converting the data on the Solution to machine-readable form.

(c) In order to improve Superion's product and service offerings for its customers, Superion may maintain a database of information residing on the Solution. Superion and its affiliates may use and distribute such data in an aggregated and de-identified format, including as a part of the development, distribution and licensing of any Superion product or service offering.

8.4. Regulatory Access. To the extent permitted by law, each party will notify the other promptly of any formal request by an authorized governmental agency or regulator to examine Customer Data or other records, if any, regarding Customer that are maintained in Superion facilities under this Agreement. Customer will reimburse Superion for the reasonable out-of-pocket costs Superion incurs, and for time spent, in making such Customer Data or other records, if any, available for examination and audit by the governmental agency or regulatory authority that has jurisdiction over Customer's business.

8.5. Support. Superion shall provide to Customer the ongoing support services as described in the Order.

8.6. Data Backup and Disaster Recovery. If the Solution maintains a database then, unless otherwise stated on the Order:

(a) Superion shall provide an electronic backup of the Customer Data accordance with the backup cycle defined in the Order (and if no backup cycle is defined, at reasonable intervals); and

(b) Superion shall maintain a disaster recovery plan which includes a procedure for the restoration of Customer's production environment at an alternate facility in the event of a disaster. Superion's disaster recovery plan shall be tested at least once each calendar year.

8.7. Interruption to Solution. From time to time, Superion shall be entitled (at its discretion, without incurring liability for so doing) to interrupt the Solution to: (i) perform repairs and other maintenance and install enhancements on Superion's equipment, software and/or other systems that are required for the provision of the Solution, or (ii) make adjustments to its infrastructure (including, for example, in relation to resources shared by its other customers) and thereby cause a disruption in the provision of the Solution. Except in the case of emergency repairs, maintenance or adjustments, Superion will (a) give Customer reasonable prior notice of the interruption; (b) limit such interruptions to outside of Superion's normal business hours; and (c) use commercially reasonable efforts to minimize the impact of the interruption.

8.8. Harmful Code. Using a recent version of a reputable virus-checking product (to the extent commercially available), Customer will check the Specified Configuration for Harmful Code and ensure no Harmful Code is introduced by its end users or from its systems into any systems used in the Solution and will use commercially reasonable efforts to eliminate any such Harmful Code that either Customer or Superion discovers.

8.9. Volume Increases. Customer shall give notice to Superion whenever Customer intends to materially increase the volume of data to be processed on the Solution. Any such increase that results in an increase beyond the Scope of Use requires an additional executed Order and the payment of additional fees.

9. Terms Applicable to Software Licenses. The following provisions in this Section 9 apply solely to an Order that provides the right for Customer to install the Solution at the facility identified on the Order.

9.1. Grant. Except as otherwise provided in an Order, Superion grants to Customer a non-transferable, non-exclusive, term license to use the Solution in accordance with this Agreement and the Scope of Use. The Solution shall be installed in object code form only at Customer's location(s) listed on the Order ("**Designated Location(s)**"). Customer may,

subject to Section 10.4, use or access the Solution at or from Customer locations worldwide. Customer may change a Designated Location by giving prompt notice thereof to Superion. Customer may copy and use the Solution installed at the Designated Location for inactive back-up and disaster recovery purposes. Customer may copy the Documentation to the extent reasonably necessary for use of the Solution under this Agreement.

9.2. Initial Installation. Superion shall deliver to Customer the initial Copies of the Solution stated on the Order by supplying such initial Copies (a) by physical shipment, such as on a disc or other media, or (b) by electronic delivery, such as by posting it on Superion's network for downloading. Physical shipment is on F.O.B. terms, Superion's shipping point and electronic delivery is deemed effective at the time Superion provides Customer with access to download the Solution. The date of such delivery shall be referred to as the "**Delivery Date**."

9.3. Support. Beginning on the Order Execution Date and continuing for the duration of the initial support term set forth on the Order ("**Initial Support Term**"), Superion shall provide the ongoing support services described in that Order; and Customer shall pay to Superion support fees stated on such Order ("**Support Fees**"). Upon expiration of the Initial Support Term, the ongoing support services shall automatically renew and Customer shall be obligated to pay the Support Fees for additional annual support periods (each a "**Renewal Support Term**"), until the earlier of:

(a) a party giving the other notice of its intent to terminate ongoing support services (in accordance with Section 10.1) at least sixty (60) days before the end of the Initial Support Term or Renewal Support Term, as applicable, provided that Superion shall not provide such notice of support termination if such termination would be effective prior to whichever is the later of (i) the fifth (5th) anniversary of the Order Execution Date; or (ii) the date which falls at the end of the period equal to two (2) times the Initial Support Term; or

(b) termination of this Agreement.

On an annual basis, Superion may increase the Support Fees payable upon mutual agreement with Customer.

9.4. Support Termination. Upon the effective date of termination of ongoing support services by either party or at any time when Customer has failed to pay Support Fees ("**Support Termination Date**"): (i) Superion shall discontinue providing all ongoing support services, including Superion's obligations under Section 9.3; (ii) any Superion warranties under this Agreement shall cease to apply for the period after the Support Termination Date; and (iii) Superion shall not be liable for Customer's use of the Solution after the Support Termination Date except for Superion's indemnification obligations for any third-party claims covered by Section 4.2 that arose prior to the Support Termination Date (but only to the extent such claim would not have been remedied by a Release made available by Superion after the Support Termination Date).

9.5. Software Warranty. Superion warrants to Customer that for a period of twelve (12) months from the Delivery Date, the Solution (as delivered to Customer by Superion and when properly used for the purpose and in the manner specifically authorized by this Agreement), will perform as described in the Documentation in all material respects. Superion is obligated to comply with the provisions of Section 9.3 of this Agreement.

9.6. Remote Access of Installed Software. Provided that Superion performs such services in accordance with the confidentiality provisions of this Agreement, Customer shall permit Superion, at Superion's option, to remotely access the Solution installed at the Designated Location for the purpose of providing support services to Customer under Section 9.3 and otherwise implementing the purposes of this Agreement. In remotely accessing such Solution, Superion will comply with Customer's reasonable security procedures and company policies that have been provided to Superion in writing. Customer shall promptly reimburse Superion for any reasonable out-of-pocket costs incurred in complying with such procedures and policies.

9.7. Audit. At Superion's expense and upon written request with reasonable notice, Customer will permit Superion, its personnel or its outside auditors to enter the relevant Customer locations during normal business hours and audit the number of copies of the Solution and Documentation in Customer's possession and information pertaining to Customer's compliance with this Agreement. Such audits shall not occur more than once in any twelve (12) month period (unless Superion believes, in good faith, that there has been a breach of this Agreement by Customer) and shall be performed in a manner not to disrupt Customer's business and operations and will respect the confidentiality of Customer, its suppliers and customers. Customer will, in a timely manner, reasonably cooperate with the auditors and provide the auditors all assistance as they may reasonably request in connection with the audit. Customer may require auditors acting on behalf of Superion to execute reasonable confidentiality agreements and comply with Customer's reasonable security requirements, but the requirement will not apply to Superion's internal auditors otherwise bound by the confidentiality conditions of this Agreement.

10. Other Provisions.

10.1. Notices. All notices, consents and other communications under or regarding this Agreement shall be in writing and shall be deemed to have been received on the earlier of: (a) the date of actual receipt; (b) the third business day after being mailed by first class, certified or air mail or (c) the first business day after being sent by a reputable overnight delivery service. Any notice may be given by facsimile, or email if notice by one of the foregoing is provided promptly thereafter. Customer's address for notices is City Manager, 65 Stone Street, Cocoa, Florida 32922. Superion's address for notices is stated on the Order. In the case of (i) any notice by Customer alleging a breach of this Agreement or (ii) a termination of this Agreement, Customer shall also mail a written notice to Superion Data Systems Inc., 680 East Swedesford Road, Wayne, Pennsylvania 19087, Attention: General Counsel and Superion shall also mail a notice to Garganese, Weiss & D'Agresta, 111 N. Orange Avenue, Suite 2000, Orlando, Florida 32801. Such notices of breach and/or termination shall identify the name date, specific parties and Superion Order Number. Either party may change its address for notices by giving written notice of the new address to the other party.

10.2. Defined Terms. As used in this Agreement, the terms below (and their plural forms) have the following meanings:

(a) "**affiliate**" whether capitalized or not, means, with respect to a specified Person, any Person which directly or indirectly controls, is controlled by, or is under common control with the specified Person as of the date of this Agreement, for as long as such relationship remains in effect.

(b) **"Authorized Recipient"** means: (i) with respect to Customer, any Authorized User and any employee of a Customer contractor, provided that the contractor is not a competitor of Superion; and (ii) with respect to Superion, Superion, its foreign and domestic Affiliates and their respective contractors.

(c) **"Authorized User"** means a Customer employee. Customer employee means: (i) Customer's employees with a need to know; (ii) third party consultants engaged by Customer who have a need to know, who have been pre-approved by Superion, and who, prior to obtaining access to the Software, have executed a Superion-approved non-disclosure agreement. For purpose of clarification, but not limitation, Customer and Superion agree that Customer's clients who make inquiries regarding their own utility customer information or other personal information maintained by the Customer are not Customer Employees but such clients may be allowed by Customer to have use of the input and/or output sensory displays of or from the Software under the provisions of Section 5.5 hereunder.

(d) **"Confidential Information"** means non-public information of a party to this Agreement which the City is not required by the Florida Public Records Act (Ch. 119, Fla. Stat.) to publicly disclose for inspection and/or copying. Confidential Information of Superion includes the Software and algorithms, methods, techniques and processes revealed by the Software that constitute a trade secret as defined in section 812.081, and as provided for in section 815.04(3), Florida Statutes. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Receiving Party; (ii) the Disclosing Party regularly discloses to third parties without restriction on disclosure; or (iii) the Receiving Party obtains from a third party without restriction on disclosure and without breach of a written non-disclosure obligation.

(e) **"copy"** whether capitalized or not, means any paper, disk, tape, film, memory device or other material or object on or in which any words, object code, source code or other symbols are written, recorded or encoded, whether permanent or transitory.

(f) **"Customer Data"** means data stored in, or processed by, the Solution; provided that aggregated data that is not personally identifiable data and not identifiable to Customer shall not be deemed Customer Data nor Customer's Confidential Information.

(g) **"Customer Supplied Data"** means any information or data introduced into the Solution by or on behalf of Customer.

(h) **"Disputed Amount"** means a good faith dispute by Customer of certain amounts invoiced under this Agreement. An amount will only constitute a Disputed Amount if (i) Customer has given notice of the dispute to Superion promptly after receiving the invoice and (ii) the notice explains Customer's position in reasonable detail. A dispute will not exist as to an invoice in its entirety merely because certain amounts on the invoice are Disputed Amounts. Resolution of Disputed Amounts shall occur in accordance with the Florida Local Government Prompt Payment Act.

(i) **Documentation"** means the standard user documentation Superion provides for the Solution, as such Documentation may be updated from time to time.

(j) **"Error"** means a failure of a Supported Release to perform in all material respects in accordance with the Documentation.

(k) **"Export Laws"** means any laws, administrative regulations and executive orders of the U.S., the United Kingdom and any other jurisdiction where any SG Solution Details will be located or from where any SG Solution Details will be accessed under this Agreement relating to the control of imports and exports of commodities and technical data, use or remote use of software and related property or services, embargo of goods or services or registration of this Agreement including the Export Administration Regulations of the U.S. Department of Commerce and the regulations and executive orders administered by the Office of Foreign Asset Control of the U.S. Department of the Treasury.

(l) **"Feedback"** means any suggestions or recommendations for improvements or modifications to the Solution made by or on behalf of Customer.

(m) **"including"** whether capitalized or not, means including but not limited to.

(n) **"Open Source Software"** means computer software made generally available at no charge by the copyright holder under a license which provides the right to modify and distribute the software to anyone for any purpose at no charge.

(o) **"person"** whether capitalized or not, means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, bank, association, cooperative, trust, estate, government, governmental agency, regulatory authority or other entity of any nature.

(p) **"Professional Services"** means installation, implementation, training or consulting services including custom modification programming, support services relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by Superion under this Agreement.

(q) **"Release"** means a modification or update to the Solution, which Superion, in its sole discretion, incorporates into the Solution without requiring its then existing client base to pay a separate fee (other than support fees).

(r) **"Scope of Use"** means the Designated Computer(s), Designated Location(s), License Term, Platform, Business Purpose, Number of Trades, Number of Work Stations, Number of Developers, Number of Users, Volume Limit, Number of Production Databases, Number of Production Servers, and/or other restrictions or parameters as are stated in Section 5.5 or on the Order. Scope of Use shall not include the processing of any Acquired Business. Customer shall use the Solution in production to process Customer's business; provided that all increases in the Scope of Use require the execution of an amendment amending the Scope of Use.

(s) **"SG Solution Details"** means any of the following: the Solution and Documentation, the object code and the source code for the Solution, the visual expressions, screen formats, report formats and other design features of the Solution, all ideas, methods, algorithms, formulae and concepts used in developing and/or incorporated into the Solution or Documentation, all future

modifications, updates, Releases, improvements and enhancements of the Solution or Documentation, all derivative works (as such term is used in the U.S. copyright laws) based upon any of the foregoing and all copies of the foregoing.

(t) **"Supported Release"** means, unless otherwise stated in the Order, the latest Release of the Solution that is generally available to Superion's client base.

(u) **"Third-Party Product"** means Third-Party Software, Third Party Hardware, Third-Party Data or Third-Party Services.

(w) **"Third-Party Hardware"** means that hardware specified as third party hardware on the Order.

(x) **"Third-Party Services"** means those services specified as third party services on the Order.

(y) **"Third-Party Software"** means the software specified as third-party software on the Order.

(z) **"Third-Party User"** means any of Customer's customers, or their customers, to the extent such persons are provided access to the Solution or Third-Party Data hereunder.

10.3. Parties in Interest.

(a) This Agreement shall bind, benefit and be enforceable by and against Superion and Customer and, their respective permitted successors and assigns.

(b) Neither party may assign this Agreement or any of its rights hereunder, nor delegate any of its obligations hereunder, without the other party's prior written consent, except such consent shall not be required in the case of an assignment of this Agreement (but not of any individual rights or obligations hereunder) to (i) a purchaser of or successor to substantially all of Customer's business (unless such purchaser or successor is a software, data processing or computer services vendor that is a competitor of Superion, its parent company or any of its Affiliates) or (ii) an Affiliate of Customer, provided in the case of such an assignment, Customer guarantees the obligations of the assignee and the use of the Solution is not broadened beyond the Scope of Use. Any assignment by Customer in breach of this Section shall be void. Any express assignment of this Agreement, any change in control of Customer (or its Affiliate in the case of an assignment to that Affiliate under this Section 10.3(b) and any assignment by merger or otherwise by operation of law, shall constitute an assignment of this Agreement by Customer for purposes of this Section 0 (**"Customer Assignment"**). In the event of a Customer Assignment, or any acquisition of additional business by Customer, whether by asset acquisition, merger or otherwise by operation of law (collectively with the Customer Assignment, **"Customer Additional Business Acquisition"**), Customer shall give notice to Superion notifying Superion if Customer desires to use the Solution to process any additional business related to such Customer Additional Business Acquisition (**"Acquired Business"**).

10.4. Export Laws. Customer acknowledges that the SG Solution Details and the services provided by Superion hereunder and this Agreement are subject to the Export Laws. Customer shall not violate the Export Laws or otherwise export, re-export or use, directly or indirectly (including via remote access), any part of the Solution, Confidential Information or services in a manner, or to or for any person or entity, for which a license or other authorization is required under the Export Laws without first obtaining such license or authorization.

10.5. Relationship. The relationship between the parties created by this Agreement is that of independent contractors and not partners, joint venturers or agents.

10.6. Entire Understanding. This Agreement, which includes and incorporates the Order, and any other schedules, exhibits and addenda hereto states the entire understanding between the parties with respect to its subject matter, and supersedes all prior proposals, marketing materials, negotiations, representations (whether negligently or innocently made), agreements and other written or oral communications between the parties with respect to the subject matter of this Agreement. In the event of a conflict between the provisions of the SST and an Order incorporating the SST, the terms of such Order shall prevail. Any written, printed or other materials which Superion provides to Customer that are not included in the Documentation are provided on an "as is" basis, without warranty, and solely as an accommodation to Customer. In entering into this Agreement each party acknowledges and agrees that it has not relied on any express or implied representation, warranty, collateral contract or other assurance (whether negligently or innocently made), except those expressly set out in this Agreement. Each party waives all rights and remedies which, but for this Section 10.6, might otherwise be available to it in respect of any such representation (whether negligently or innocently made), warranty, collateral contract or other assurance. Nothing in this Agreement shall limit or exclude any liability for fraud or fraudulent misrepresentation.

10.7. Modification and Waiver. No modification of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. This Agreement may not be modified or amended by electronic means without written agreement of the parties with respect to formats and protocols. No waiver of any breach of this Agreement, and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach of this Agreement.

10.8. Severability, Heading and Counterparts. A determination that any provision of this Agreement is invalid or unenforceable shall not affect the other provisions of this Agreement. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the parties shall negotiate in good faith on replacement language that will express the intent of the parties in a legally enforceable manner and the remaining provisions of the Agreement will remain in full force and effect. Section headings are for convenience of reference only and shall not affect the interpretation of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

10.9. Omitted.

10.10. Jurisdiction and Governing Law. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or its subject matter. This Agreement and any dispute or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of the State of Florida excluding choice of law. Each party irrevocably (i) agrees that a County or Circuit Court in the Eighteenth Judicial Circuit, in and for Brevard County, Florida, or the

United States District for the Middle District of Florida, shall have exclusive jurisdiction to settle any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims) and that such court shall be the proper venue therefor; (ii) waives the right to trial by jury, (iii) consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which the party is to receive notice and (iv) agrees that the prevailing party shall be entitled to recover its reasonable attorney's fees (including, if applicable, charges for in-house counsel), court costs and other legal expenses from the other party.

10.11 **Sovereign Immunity.** Notwithstanding any other provision set forth in this Agreement to the contrary, the City (Customer) intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Superion agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

10.12 **Insurance.** During the term of this Agreement, Superion shall be responsible for providing and maintaining the types of insurance and limits per claim as set forth below:

(a) Professional liability: Proof of professional liability insurance shall be provided to the Customer for the minimum amount of $1,000,000 on a per occurrence basis.

(b) Superion shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Customer from claims of property damages and personal injury which may arise from any services performed under this Agreement whether such services are performed by Superion or by anyone directly employed by or contracting with Superion.

(c) Superion shall maintain adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing services for the Customer pursuant to this Agreement.

During the term of this Agreement, current certificates of insurance shall be provided and kept on file with the Customer.

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

IF SUPERION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPERION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, 65 Stone Street, Cocoa, Florida 32922.

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

Section 119.10, Florida Statutes. The Superion acknowledges that if a civil action is filed against the Superion to compel production of public records relating to this Agreement, the court may assess and award against Superion the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Superion, be open and freely exhibited to the Customer for the purpose of examination, audit, or otherwise. Failure by Superion to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the Customer upon delivery of a written notice of cancellation. If Superion fails to comply with this Section, and the Customer must enforce this Section, or the Customer suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Superion's failure to comply with this Section, the Customer shall collect from Superion prevailing party attorney's fees and costs, and any damages incurred by the Customer, for enforcing this Section against Superion. And, if applicable, the Customer shall also be entitled to reimbursement of all attorneys' fees and damages which the Customer had to pay a third party because of the Superion's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

Legislation Details (With Text)

File #:	20-543	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	8/21/2020			**In control:**	City Council
On agenda:	9/23/2020			**Final action:**	
Title:	Approval of a large scale Future Land Use MAP (FLUM) AMENDMENT consistent with Florida Statute Chapter 163 for Applicant and City initiated requests to change the Future Land Use Map designation of fifty-nine (59) parcels from Brevard County “Residential 2 Units Per Acre - R2” to City of Cocoa “Low Density Residential - LDR” with conditions. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 04-2020_FLUM Amendment Cape Canaveral Heights to LDR.pdf Exhibit A - Parcel Map.pdf RECORDED - Pre-Annexation Development Agreement.pdf Cocoa-Cape Canaveral Heights FLU Map.pdf Cocoa-Cape Canaveral Heights Location Map 6-2-20.pdf FLUM Application.pdf Legal Ad Proof (CC) - FLUM.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 21, 2020
Agenda Date: September 9, 2020
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
APPROVAL OF A LARGE SCALE FUTURE LAND USE MAP (FLUM) AMENDMENT consistent with Florida Statute Chapter 163 for Applicant and City initiated requests to change the Future Land Use Map designation of fifty-nine (59) parcels from Brevard County “Residential 2 Units Per Acre - R2” to City of Cocoa “Low Density Residential - LDR” with conditions.

BACKGROUND:

On January 8, 2020, Ordinance 24-2019 was approved by the City Council, annexing fifty-nine (59) parcels of real property into the City of Cocoa. The subject property for this Future Land Use Map amendment is comprised of the 59 individual parcels previously annexed, consisting of approximately 139.23 acres of undeveloped land. Of the total subject site area, 43 parcels, containing 122.58 acres, are owned by three companies represented by the Applicant, Cantwell & Goldman, P.A. The remaining 16 parcels, containing 16.65 acres, are owned by other individuals. The property owners the Applicant represents wish to develop single-family homes on their property. Accordingly, the

Applicant has petitioned the City for the application of a Future Land Use designation. The City is also considered an applicant for a city-initiated Future Land Use amendment for those properties (16 parcels) not represented by Cantwell & Goldman, P.A. This will allow those individual property owners to develop their parcels at some future date as well as ensuring that the FLU designations of all parcels are compatible with each other. Hereinafter, the use of "Applicant" refers to both Cantwell & Goldman, P.A. and the City of Cocoa. A map depicting the subject parcels is attached as Exhibit A.

The subject property is located primarily north of the intersection of State Road 524 and State Road 520, bounded on the west by vacant, agricultural and residential unincorporated Brevard County parcels, on the east by Adamson Road, on the south by State Road 520 and State Road 524, and on the north by Florida Power and Light right-of-way.

The subject parcels are currently under Brevard County Residential 2 designation which permits lower density residential development with a maximum density of up to two (2) dwelling units per acre. This may be increased to 2.5 dwelling units per acre where a planned unit development concept is utilized.

During the annexation process, the primary property owners (owning 122.58 of the 139.23 acres) entered into a Pre-Annexation Development Agreement with the City of Cocoa, which is recorded in Brevard County Official Records Book 8598, Page 470. This Pre-Annexation Agreement provided that the City would process a future land use designation consistent with low density residential and eventual rezoning consistent with a Planned Unit Development. The City's processing of the FLU designation and rezoning would, as agreed, remain subject to necessary public participation and hearings as required by law and submission of competent and substantial evidence in support thereof.

The proposed Low Density Residential designation is intended for neighborhoods of single-family detached housing, limited multiple family attached housing and limited clustered single family attached housing. Institutional, open space and recreational uses are also allowed in this category. The maximum density of the LDR designation is seven (7) dwelling units per acre although this may be increased up to 12 dwelling units per acre as part of a planned unit development per City of Cocoa Comprehensive Plan Policy 1.1.2.3.C. However, through the Pre-Annexation Development Agreement, the primary property owners agreed that any PUD project eventually developed on 122.58 acres of the property would have the following characteristics:

- **A maximum density of 4 dwelling units (d.u.) per gross acre**
- Minimum lot widths of 50 feet
- Minimum Lot Size of 5,000 square feet
- Minimum of one (1) enclosed parking space and two (2) driveway spaces
- 4 foot wide sidewalks along interior roadways
- Preserved wetlands counted as open space acreage on a one to one per acre (or fraction thereof) as provided in the Agreement
- Minimum internal roadway drive lane width of 11 feet, or 22 feet for a two way street

The assignment of a City Future Land Use designation must be consistent with the City's Comprehensive Plan. Policy 1.1.2.3 Low Density Residential requires lands under this designation to provide buffers from the nuisance effects of higher intensity uses and major traffic corridors. Additionally, LDR developments should be located in areas where more intensive development would be unwarranted due to environmental constraints. The subject parcels are located just north of State

Road 520 and 524. In this area, Lake Poinsett's northern shore is just to the south of SR 520 and a portion of the southern part of the subject properties is in flood zone AE. In addition, there are a number of wetland areas over the subject parcels based on data from the nationals Wetlands Inventory.

Future Land Use Designation: Current: Brevard County Residential 2

Proposed: Low Density Residential

Zoning District: Current: Brevard County RR-1 (Rural Residential), AU (Agricultural Residential), RVP (Recreational Vehicle Park), TR-3 (Mobile Home Park)

Proposed: A residential zone will be proposed in the future.

Existing Land Use: Vacant

Council District: District 3 - Councilmember Don Boisvert

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Residential 2 (Brevard County)	AU and RR-1 (Brevard County)	Residential dwelling and vacant land
South	Community Commercial and Residential 2 (Brevard County)	RR-1, BU-1 and PUD (Brevard County)	Vacant land
East	Residential 8 and Neighborhood Commercial (Brevard County) and Medium Density Residential (City of Cocoa)	SR, AU and AGR (Brevard County) and RR 1 (City of Cocoa)	Residential dwellings and grazing land
West	RES-1 (Brevard County)	AU (Brevard County)	Vacant land

Large Scale Comprehensive Plan Amendment Analysis

Consistency with Code of the City of Cocoa

Planning & Zoning staff has addressed the criteria contained in Chapter 15, Article II, Sections 15-10 and 15-11 below:

(1) Whether the proposed amendment will have a favorable or unfavorable effect on the city's budget, or the economy of the city or the region;

Staff Finding: Application of a City of Cocoa LDR Future Land Use designation would allow for single family home development on the property. This would add additional tax revenue to Brevard County and the City of Cocoa with the City assuming responsibility for public improvements associated with the development.

(2) Whether the proposed amendment will diminish the level of service of public facilities;

Staff Finding: The future land use amendment will not negatively impact or diminish the service level of public facilities.

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Potable Water: The subject parcels are abutting City of Cocoa public potable water main transmission lines. These main transmission lines may be extended via standard-sized potable water service line extensions to the subject parcels.

Sanitary Sewer: The subject parcel is not currently served by the City of Cocoa Utilities Department for sanitary sewer service. Sanitary sewer in this area is provided by Brevard County Utilities. Properties within the City limits and in unincorporated County are served by Brevard County Utilities. The County maintains both a 10" sanitary sewer line on State Road 524 and a 12" sanitary sewer line on State Road 520 abutting the subject parcels. Both lines include existing force mains.

Solid Waste: As the property is currently vacant, there is no solid waste service to the parcel. If the property is developed in the future, a private hauler would provide service.

Stormwater Management: The application is subject to the City of Cocoa's stormwater utility program. Said program is now funded by a levy of an annual stormwater utility special assessment. The assessment provides funding to maintain the City's stormwater utility program which provides maintenance for the retention ponds and drainage features in the area.

Transportation: The subject property has options for entrances from State Road 520 & 524, which are classified as arterial roadways on Map M-II-2 of the City of Cocoa Comprehensive Plan 2020 - 2030. Overall, there would be minimal effect on the transportation capacity of the immediate area.

(3) Whether there will be a favorable or unfavorable impact on the environment or the natural or historical resources of the city or the region as a result of the proposed amendment;

Staff Finding: The subject property is vacant and covered with vegetation. Staff is not aware of any natural or historical resources that would be impacted by the development of this property. Tree, wildlife, and wetland studies will need to be completed prior to approval of a site plan or subdivision application.

(4) Whether the proposed amendment is consistent with and its effect upon the goals, objectives, and policies of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, adopted by Rule 29F-19.001, Florida Administrative Code;

Staff Finding: The subject properties meet the following goal of the State Comprehensive Plan, Chapter 187.201(15) LAND USE - In recognition of the importance of preserving the natural resources and enhancing the quality of life of the state, development shall be directed to those areas which have in place, or have agreements to provide, the land and water resources, fiscal abilities, and service capacity to accommodate growth in an environmentally acceptable manner.

This application is also consistent with the East Central Florida region's 2017 Comprehensive Economic Development Strategy - Goal PL3: Promote smart growth principles and the development of community amenities.

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(5) Whether the city is able to provide adequate service from public facilities to the affected property, if the amendment is granted, and whether the amendment will promote the cost/effective use of or unduly burden public facilities below the level of service set in the comprehensive plan;

Staff Finding: Police Protection is provided by the City of Cocoa Police Department. They indicate that they will be able to provide crime prevention and police protection services at the same level of service provided to other City residents and businesses with existing resources.

Fire Protection is provided by the City of Cocoa's Fire Station No. 3 (3505 SR 524), located ±4 miles from the intersection of State Road 520 and State Road 524, serving as the primary station. Back-up service will be provided by City of Cocoa's Fire Station No. 1 (1740 Dixon Blvd.), located ±6 miles from the same intersection and Brevard County's Fire Station No. 44 (3785 W. King Street), located ±7.0 miles from the intersection of State Road 520 and State Road 524. All stations will provide Enhanced BLS (Basic Life Support) services and fire prevention and protection services.

Since annexation, the property has been subject to the City of Cocoa's levy of an annual fire special assessment to fund all or part of the fire protection services and facilities afforded by the City of Cocoa to properties located within the jurisdictional limits of the City of Cocoa

(6) Whether the amendment is compatible with surrounding neighborhoods and land use;

Staff Finding: The proposed Future Land Use of Low Density Residential will be consistent with the large lot neighborhood developments in the area. Currently, the proposed area is covered by a Brevard County Future Land Use of Residential 2. The area is zoned AU Agricultural Residential on the eastern portion, TR-3 Mobile Home Park on the northwest portion and RVP Recreational Vehicle Park on the southwest portion. Pursuant to Section 171.062 Florida Statutes, Brevard County land use plan and zoning or subdivision regulations will remain in effect until the City of Cocoa adopts City zoning for the area. As stated above, the Pre-Annexation Agreement entered into with the City for a large portion of the subject property requires a maximum density of 4 dwelling units per gross acre, which is consistent with the surrounding area.

Surrounding General Land Use Pattern:

	Future Land Use Designations	**Density Allowed**	**Current Land Use**
North	Residential 2 (Brevard County)	2 dwelling units/acre	Residential dwelling and vacant land
South	Community Commercial and Residential 2 (Brevard County)	N/A and 2 dwelling units/acre	Vacant land
East	Residential 8 and Neighborhood Commercial (Brevard County) and Medium Density Residential (City of Cocoa)	8 dwelling units/acre, N/A and 15 dwelling units/acre	Residential dwellings and grazing land
West	RES-1 (Brevard County)	1 dwelling unit/acre	Vacant land

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(7) If the amendment being requested is consistent with all the elements of the comprehensive plan.

Staff Finding: The subject properties are constant with the following goals of the comprehensive plan: GOAL 3.1: The City shall encourage and promote the provision of decent, safe, and sanitary housing to meet the needs of the present and future population of the City. GOAL 13.1: The City shall maintain an ongoing commitment to Intergovernmental Coordination to ensure that the growth management goals of the comprehensive plan will be effectively implemented.

In addition, the designation must be consistent with the specific Comprehensive Plan policies regarding appropriate locations for Low Density Residential:

Policy 1.1.2.3.A Low Density Residential requires lands under this designation to be buffered from the nuisance effects of higher intensity uses and major traffic corridors. Although this property is located at the intersection of SR 520 and SR 524, the low density residential designation is appropriate due to the lower intensity uses on the surrounding properties.

Policy 1.1.2.3.B LDR developments should be located in areas where more intensive development would be unwarranted due to environmental constraints, incompatible with surrounding land uses, or where criteria set forth in Paragraph c, below, cannot be met. Low density residential is appropriate for this property because of the low density of the surrounding properties.

Policy 1.1.2.3.C Is not applicable because it allows increased densities up to 12 units per acre as part of a planned residential development. However, as discussed above, through the Pre-Annexation Agreement, the gross density of this site may not exceed 4 dwelling units per acre.

Policy 1.1.2.3.D Is also not applicable because it provides for clustered single family attached housing under certain criteria. Per the Pre-Annexation Agreement, any development shall have minimum lot widths of 50’ and minimum lot sizes of 5,000 square feet, which is not indicative of clustered single family attached housing.

(8) Whether the amendment will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment;

Staff Finding: The proposed FLUM amendment will provide a favorable effect on the variety of housing options for the citizens of Cocoa. The densities in the area range from 8 dwelling units per acre to 1 dwelling unit per acre. The FLU of Low Density Residential has a maximum density of 7 dwelling units per acre, which has been limited to 4 dwelling units per acre for a majority of the subject property. Assigning a City of Cocoa FLU designation to the subject parcels is a first step in the process towards the creation of additional housing stock options within the City of Cocoa.

(9) Whether the proposed amendment will promote or adversely affect the public health, safety, welfare, economic order, or aesthetics of the region or the city;

Staff Finding: The proposed application will reinforce the positive elements of the City by paving the way for future residential units.

Submittal of the FLUM Amendment to the State of Florida

Following the first reading of Ordinance 04-2020 on June 24, 2020, the FLUM Amendment was transmitted to the Florida Department of Economic Opportunity (DEO) and other state agencies under the Expedited Review process. The following comment responses were received by the City:

DEO reviewed the FLUM amendment and had no comments.

The Florida Department of Transportation (FDOT) reviewed the FLUM amendment and offered the following technical assistance comment which does not form the basis of a challenge:

1. The Department recommends the City of Cocoa request that the applicant provide a Traffic Impact Analysis (TIA), and coordinate with the Department to identify appropriate mitigation strategies to address potential impacts to State Facilities, as development progresses beyond the amendment phase.

The St Johns River Water Management District (SJRWMD) reviewed the FLUM amendment and had no comments.

The Florida Department of Environmental Protection (FDEP) reviewed the FLUM amendment and had no comments.

Issue concerning density disparity

The forty-three (43) parcels owned by the applicant's clients are limited in density to 4 dwelling units per acre by the Pre-Annexation Agreement discussed above. In that agreement the City committed to bring forward this FLU Map Amendment for the 43 parcels under the Low Density Residential designation. As was mentioned by staff at the first reading of this ordinance, it is important to assign the same FLU designation to all of the parcels, but it is equally important to ensure that they all have the same density.

The sixteen (16) individually owned parcels are not technically limited by the pre-annexation agreement. However, the individually owned parcels are all located within a larger area that makes up the 43 applicant parcels. In addition, staff is aware that two of the individually owned parcels have recently been purchased by the applicant's clients. This creates an imbalance among the parcels in the FLUM area where the applicant has some parcels limited to 4 units/acre and some at 7 units/acre and other individuals own parcels within the same development project area at 7 units/acre.

In order to address this issue, staff is requesting that all 16 of the individually owned parcels also be limited to the same density of 4 units/acre as a condition of this FLUM Amendment.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended denial of the item at the June 16, 2020 meeting.

Council approved the first reading of this ordinance on June 24, 2020.

RECOMMENDED MOTION:

APPROVAL OF A LARGE SCALE FUTURE LAND USE MAP (FLUM) AMENDMENT consistent with Florida Statute Chapter 163 for Applicant and City initiated requests to change the Future Land Use Map designation of fifty-nine (59) parcels from Brevard County “Residential 2 Units Per Acre - R2” to City of Cocoa “Low Density Residential - LDR” with the following condition:

1. That the density limit of 4 units per acre tied to the forty tree (43) applicant owned parcels shall also be applied to the sixteen (16) individually owned parcels.

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ORDINANCE NO. 04-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR FIFTY-NINE (59) PARCELS OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY 139.23 ACRES, GENERALLY LOCATED AT THE INTERSECTION OF STATE ROAD 524 AND STATE ROAD 520, AND MORE SPECIFICALLY WEST OF ADAMSON ROAD AND NORTH OF STATE ROADS 520 AND 524, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF THE REAL PROPERTY FROM BREVARD COUNTY "RESIDENTIAL 2" TO CITY OF COCOA "LOW DENSITY RESIDENTIAL"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

WHEREAS, section 163.3161 et. seq., Florida Statutes, established the Community Planning Act, which was formerly known as the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, the Community Planning Act requires each municipality in the State of Florida to prepare, adopt, and update a Comprehensive Plan; and

WHEREAS, in accordance with the provisions of the Community Planning Act, the Local Planning Agency of the City of Cocoa held a duly noticed public hearing on June 16, 2020, in accordance with the procedures established in Chapter 163, Part II, Florida Statutes, on the proposed comprehensive plan amendment; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby approves and adopts the Comprehensive Plan Amendment set forth hereunder with the condition as described herein; and

WHEREAS, the City Council of the City of Cocoa hereby finds that this Ordinance is in

the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. Authority. This Ordinance is adopted in compliance with, and pursuant to, the Community Planning Act, sections 163.3161 et. seq., Florida Statutes.

Section 3. Purpose and Intent. It is hereby declared to be the purpose and intent of this Ordinance to adopt a comprehensive plan amendment incorporating the revisions stated herein as part of the City of Cocoa Comprehensive Plan.

Section 4. Adoption of Amendment to the Future Land Use Map. The City of Cocoa's Comprehensive Plan, Future Land Use Map, is hereby amended by changing the designation of the real property legally described and depicted on **Exhibit A** from Brevard County "Residential 2" to City of Cocoa "Low Density Residential," with the condition that the real property shall not exceed a maximum density of four (4) dwelling units per gross acre. Exhibit A is attached hereto and fully incorporated herein by this reference.

Section 5. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. Incorporation into Comprehensive Plan. Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of Cocoa Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

Section 8. Effective Date. The effective date of the Comprehensive Plan Amendment adopted by this Ordinance shall be thirty-one (31) days after the state land planning agency notifies the City that the plan amendment package is complete pursuant to section 163.3184(3)(c)(4.), Florida Statutes. If the plan amendment is timely challenged, the plan amendment shall not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No

development orders, development permits, or land use dependent on this plan amendment may be issued or commenced before it has become effective. After and from the effective date of this plan amendment, the Comprehensive Plan Amendment set forth herein shall amend the City of Cocoa Comprehensive Plan and become a part of that plan and the plan amendment shall have the legal status of the City of Cocoa Comprehensive Plan, as amended.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, **MMC, City Clerk**

Exhibit A



Parcel I.D.#	Tax Account #	Acres	Owner
24-35-28-00-1	2408228	59.27	Cape Canaveral Heights Properties, Inc.
24-35-28-00-7	2408234	0.9	Jacob Aaron Corp.
24-35-28-00-17	2408244	0.9	Jacob Aaron Corp.
24-35-28-00-20	2408247	0.93	Jacob Aaron Corp.
24-35-28-00-28	2408255	0.72	Jacob Aaron Corp.
24-35-28-00-45	2408277	0.88	Gigi II LLC
24-35-28-00-46	2408273	0.88	Jacob Aaron Corp.
24-35-28-00-47	2408274	1.03	Jacob Aaron Corp.
24-35-28-00-56	2408283	0.93	Jacob Aaron Corp.
24-35-28-00-57	2408284	1.03	Jacob Aaron Corp.
24-35-28-00-61	2408288	0.93	Jacob Aaron Corp.
24-35-28-00-71	2408298	1.03	Jacob Aaron Corp.
24-35-28-00-752	2408307	1.14	Gigi II LLC
24-35-28-00-754	2408309	0.93	Jacob Aaron Corp.
24-35-28-00-756	2408311	0.82	Gigi II LLC
24-35-28-00-758	2408313	1.02	Jacob Aaron Corp.
24-35-28-00-760	2408315	1.14	Jacob Aaron Corp.
24-35-28-00-761	2408316	1.14	Gigi II LLC
24-35-28-00-763	2408318	1	Jacob Aaron Corp.
24-35-28-00-764	2408319	1.8	Jacob Aaron Corp.
24-35-28-00-766	2408321	1	Jacob Aaron Corp.
24-35-28-00-770	2408325	1.14	Jacob Aaron Corp.
24-35-28-00-771	2408326	1.14	Jacob Aaron Corp.
24-35-28-00-772	2408327	0.72	Jacob Aaron Corp.
24-35-28-00-774	2408329	1.14	Gigi II LLC
24-35-28-00-778	2408333	1.14	Jacob Aaron Corp.
24-35-28-00-779	2408334	1.14	Jacob Aaron Corp.
24-35-28-00-780	2408335	1.27	Jacob Aaron Corp.
24-35-28-00-781	2408336	0.62	Jacob Aaron Corp.
24-35-28-00-782	2408337	1.73	Jacob Aaron Corp.
24-35-28-00-786	2408341	1.14	Jacob Aaron Corp.
24-35-28-00-789	2408344	1.16	Jacob Aaron Corp.
24-35-28-00-790	2408345	1	Jacob Aaron Corp.
24-35-28-00-791	2408346	1.16	Jacob Aaron Corp.
24-35-28-00-792	2408347	1.14	Jacob Aaron Corp.
24-35-28-00-793	2408348	1.14	Jacob Aaron Corp.
24-35-28-00-794	2408349	1.14	Jacob Aaron Corp.
24-35-28-00-795	2408321	1.2	Jacob Aaron Corp.
24-35-28-00-796	2408351	1.33	Jacob Aaron Corp.
24-35-28-00-797	2408352	1.14	Jacob Aaron Corp.
24-35-28-00-798	2408353	1.05	Jacob Aaron Corp.
24-35-28-00-803	2408358	1.18	Jacob Aaron Corp.
24-35-28-00-806	2408361	1.14	Jacob Aaron Corp.
24-35-28-00-10	2408237	0.93	Brown, Clover M; Brown, Tiffany
24-35-28-00-34	2408261	0.93	Penko, Stanley V; Penko, Jeanette M
24-35-28-00-755	2408310	1.13	Green, Tammy L
24-35-28-00-757	2408312	1.03	Green, MIlford; Boothe, Christine
24-35-28-00-759	2408314	0.93	Green, Milford L
24-35-28-00-773	2408328	1.13	Ditsch, John J
24-35-28-00-776	2408331	1	Nuckols, Edward; Ehresman, Norman D
24-35-28-00-777	2408332	1.13	Grutzik, Josephine B
24-35-28-00-787	2408342	1.03	Andreu, Luis Edward
24-35-28-00-788	2408343	1.13	Biondo, Joseph
24-35-28-00-800	2408355	1.03	Patel, Atul
24-35-28-00-801	2408356	1.03	Albright, W Douglas
24-35-28-00-802	2408357	1.13	Erlman, James; Molto, Roque; Dooley, Edward
24-35-28-00-805	2408360	1.03	Koontz, Doris M
24-35-28-00-808	2441803	1.13	Joseph, Ceio; Joseph, Marietta
24-35-28-00-809	2443045	0.93	Carpiniello, Anthony

This map was compiled from Geographic Information Services and does not reflect an actual survey.
It is intended for reference purposes only. © 2020

CFN 2019257439, OR BK 8598 PAGE 470,
Recorded 11/25/2019 at 02:42 PM, Scott Ellis, Clerk of Courts, Brevard County
Pgs:18

18

City of Cocoa

&

First National Real Estate Company,

Gigi II, LLC and

Jacob Aaron Corp.

Pre-Annexation Development Agreement

City Clerk
65 Stone St
Cocoa FL
32922

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EXHIBITS:

A SKETCH AND LEGAL DESCRIPTION

THIS INSTRUMENT PREPARED
BY AND SHOULD BE RETURNED TO:

Anthony A. Garganese
City Attorney of Cocoa
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802
(407) 425-9566

For Recording Purposes Only

CITY OF COCOA/
First National Real Estate Company.
PRE-ANNEXATION DEVELOPMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 13th day of November, 2019, by and between First National Real Estate Company, a Florida corporation successor by merger with Cape Canaveral Heights Property, Inc., Gigi II, LLC, a Florida limited liability company, and Jacob Aaron Corp., a Florida corporation (collectively, the **"Developer")** and the City of Cocoa, a municipal corporation created pursuant to the laws of the State of Florida (the **"City").**

RECITALS

The **Developer** owns approximately 122.58 acres of property currently located in unincorporated Brevard County, Florida, described and depicted in **Exhibit "A"** attached to and incorporated in this Agreement (hereafter referred to as the "Property").

The Property is currently located in unincorporated Brevard County, Florida.

The **Developer** has contemplated, considered, and developed plans for the long-range development of the Property.

1. The Developer desires to create a framework with all necessary governmental agencies, including without limitation, the **City,** to facilitate the orderly

development of the entire Property in accordance with the laws of the State of Florida.

2. The **Developer** has proceeded to prepare, and will submit, appropriate applications for the project to be approved by the City of Cocoa, Florida.

3. The **Developer** and the **City** have been jointly investigating the possibility of annexing the Property into the City of Cocoa and processing land use and other approvals under the City of Cocoa Land Development Regulations and other applicable **City** requirements as set forth below.

4. The **Developer** has the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action or its equivalent to authorize the execution, delivery and performance of the terms and conditions of this Agreement.

5. The **City** has encouraged **Developer** to annex into the **City** and anticipates the continuing permanent benefit which the **City** will receive by virtue of annexing **Developer's** Property and acquiring the right to provide municipal services to **Developer's** Property.

6. The **City** likewise anticipates that the annexation will be beneficial and acknowledges the continuing permanent benefit which the **City** will receive by virtue of its authority, from time to time, to levy taxes, fees, special assessments and user charges that will be paid to the **City** after annexation of the Property, as well as the opportunity that the **City will** have to assist in master planning and facilities planning of property surrounding the Property.

7. The **City** has determined it to be in its best interest to assure **Developer** of the future availability of municipal water.

8. Pursuant to the regulations set forth in City of Cocoa Code, Appendix A-Zoning, Article XI, Section 17 (PUD) Planned Unit Development District, the **Developer's** plan to submit development permit applications to develop the Property as a high-quality, residential planned unit development, which the **City** anticipates will be of substantial economic benefit to the **City** and its citizens.

9. Therefore, in reasonable reliance upon the provision of municipal services and other inducements to annex, **Developer** has filed with the **City** several Irrevocable Petitions to Annex Real Property into the City of Cocoa, Florida, pursuant to Chapter 171, Florida Statutes (collectively "Petition for Annexation") and the City will process an application for amendment to the **City's** Comprehensive Plan and an application for Rezoning.

10. **Developer** and **City** believe that it is in the best interest of each party to enable the Property to continue to be developed as further described herein, in accordance with Part II of Chapter 163, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act (the "Act"), other applicable Florida Law and the Charter and Code of Ordinances of the City of Cocoa, Florida, and, therefore, **Developer** and **City** agree that this Agreement is entered into under the **City's** municipal home rule powers.

11. **City** and **Developer** hereby acknowledge and warrant to the other that this Agreement and any future acts as required hereby are binding and enforceable on the **City** and **Developer** in accordance with their terms. **Developer** hereby further represents that it has the unrestricted right to impose all of the covenants and conditions set forth herein and as contemplated by the **City's** Land Development Regulations.

12. **Developer** is willing to annex if the **City** supports the **Developer's** efforts. However, **Developer** recognizes and acknowledges that such support is subject to due process and statutory requirements to amend the **City's** Comprehensive Plan and Future Land Use Map to designate the Property as set forth herein and consistent therewith zone the Property as set forth herein in accordance with applicable **City** requirements.

13. The agreement of the **City** to provide inducements as set forth in this Agreement and be bound by this Agreement, as well as the **City's** assurance to the **Developer** that this Agreement is enforceable against the **City** and that the **City** will not seek to thwart enforcement based on any claim of invalidity based on existing legal precedent in effect on the effective date of this Agreement, are all material inducements to the **Developer** to enter into this Agreement, and the **Developer** would not voluntarily annex into the **City** or enter into this Agreement but for such agreement and assurances by the

City.

14. The agreement of the **Developer** to annex the Property into the **City** and to develop the Property as set forth in this Agreement are material inducements for the **City** to enter into this Agreement and the **City** would not enter into this Agreement but for such agreement and assurances by the **Developer.**

15. The agreement of the **Developer** to annex the Property into the **City** and to develop the Property as set forth in this Agreement are material inducements for the **Developer** to enter into this Agreement and the **Developer** would not enter into this Agreement but for such agreement and assurances by the **City.**

16. The parties agree that this Agreement constitutes a development agreement preceding any plan amendment or rezoning of the Property, and **Developer's** duties hereunder constitute a preceding inducement for the proposed amendment to the comprehensive plan and the rezoning.

ACCORDINGLY, in consideration of mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS. The above recitations are true and correct are hereby incorporated herein by reference, and form a material part of this Agreement. All exhibits referenced in this Agreement are hereby deemed a part hereof.

SECTION 2. AUTHORITY. This Agreement is entered into under the authority of the Florida Constitution (including Article VIII, Section 2(b) thereof), the general powers conferred upon municipalities by statute and otherwise (including Chapter 163 and 106, Florida Statutes), and the **City's** Charter. The parties specifically agree that this Agreement does not constitute a "development agreement" under the Florida Local Government Development Agreement Act, Section 163.3220-163.3243, Fla. Stat., nor do the provisions of said supplemental act apply to this Agreement

SECTION 3. ANNEXATION. **Developer** has filed a Petition for Annexation of the

Property conditioned upon the prior or concurrent adoption of this Agreement. The **City** has previously initiated the process to accomplish the annexation in accordance with law by filing an Annexation Study Report dated and approved by the City Council on October 9, 2019 with the Brevard County Commission in accordance with Section 171.042, Florida Statutes.

SECTION 4. INDUCEMENTS FOR ANNEXATION. The **Developer** is willing to annex the Property to the City of Cocoa in return for the **City's** agreement to cooperate, facilitate, consummate, and implement the following:

4.1 Orderly Development of Land Uses on the Property. The parties agree that the orderly, comprehensively planned and integrated development of the Property is in the best interests of the **Developer** and the **City.** With respect to the Property, the **City** agrees that it will process and review the future land use designations in its Comprehensive Plan consistent with low density residential and rezoning consistent with the Planned Unit Development zoning district designations. The **City** finds these land uses and intensities to be consistent with its Comprehensive Plan and Land Development Code. The **City's** processing of these Comprehensive Plan Amendments and rezonings shall be subject to necessary public participation and hearings as required by law and submission of substantial, competent evidence in support thereof. The PUD rezoning is also subject to **Developer** diligently preparing and submitting for **City** consideration and approval acceptable preliminary and final development plan applications in accordance with Appendix A-Zoning, Article XI, Section 17 (PUD) Planned Unit Development District, and **Developer** acknowledges and agrees that approval of a PUD zoning designation by the City Council shall be contingent upon Developer submitting acceptable preliminary and final development plans.

4.2 Submittal of Applications and Documentation. Developer has submitted to the **City** such applications and other documentation and shall comply with such other procedures as may be normally and customarily required by the **City** for comprehensive plan amendments, rezonings, plats, site plans and other development approvals or permits.

4.3 Development. The parties recognize and acknowledge that **Developer** may engage one or more developers or builders, other than **Developer,** to effect the

development of the Property, including the sale or long-term lease of all or portions of the Property in accordance with this Agreement.

4.4 Compliance with City Laws and Regulations. Except as otherwise set forth herein, all development of the Property shall be subject to compliance with current existing **City** Land Development Regulations, and with regulations of state, local and federal agencies. Except as otherwise set forth herein, none of the provisions of this Agreement shall be deemed to amend, modify or otherwise change the provisions of any such ordinance or regulation of the City or any other governmental agency. Development of the remainder of the Property shall be subject to the **City's** ordinances, codes, and resolutions as amended from time to time.

4.5 Impact Fees. **Developer** agrees to pay applicable impact fees which may be imposed by the **City** and Brevard County, so long as such fees comply with Florida law.

4.6 Wetlands as Open Space. The **City** agrees that the acreage of any preserved wetlands located on the Property may be counted towards any open space acreage requirements of the City subject to the requirements of Appendix A-Zoning, Article XI, Section 17 (PUD) Planned Unit Development District. Access improvements to a preserved wetland such as a recreational boardwalk, path or trail installed through the wetlands area, will be credited towards open space for the width of the boardwalk, path or trail and 50 feet (25 feet on each side) into the wetland. However, if the boardwalk, path or trail is installed in the upland buffer of the wetland then the open space credit shall apply only to the width of the boardwalk, trail, or path and 25 feet on the wetland side. The parties acknowledge that portions of the lake/conservation/retention are as shown in the Exhibits may be identified as wetlands. **Developer** may use, impact or develop wetlands provided that such use, impact and development is in compliance with all federal, state, city, and water management district regulations.

4.7 Reserved.

4.8 Water, Wastewater and Reclaimed Water Service. The **Developer** agrees to purchase water service (hereafter "Utilities") exclusively from the **City** as available.

SECTION 5. PROPERTY OWNERSHIP: INDUCEMENT OF CITY SERVICES AND

COMMITMENTS.

Based on **Developer's** acknowledgement and representation to the **City** that **Developer** is the owner of the Property and that **Developer** is empowered to enter into this Agreement, the **City** is willing to provide the City services and abide by the commitments hereunder in return for the **Developer's** agreement to cooperate, facilitate, consummate, and implement the following:

5.1 Upon execution of this Agreement by both parties, **Developer** shall diligently process all necessary development permit applications to construct a residential PUD development project on the Property.

5.2 Unless otherwise mutually agreed by the parties in writing, the residential development project shall consist of a Planned Unit Development (PUD) rezoning application including the following characteristics:

A maximum density of 4 dwelling units (d.u.) per gross acre.
Minimum lot widths of 50'.
Minimum Lot Size of 5,000 square feet.
Minimum of one (1) enclosed parking space and two (2) driveway spaces.
4' wide sidewalks along interior roadways.
Preserved wetlands shall be counted as open space acreage on a one to one per acre or (fraction thereof) basis in accordance with Section 4.6 of this Agreement.
Minimum internal roadway drive lane width of 11', or 22' for a two way street.

SECTION 6. DUE DILIGENCE. The **City** and **Developer** further covenant that they shall immediately commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement. The **City** shall further provide all municipal services available and provided by the **City** to the Property as are needed by **Developer** from time to time in accordance with the **City's** applicable policies for the provision of said services.

SECTION 7. DEVELOPMENT RIGHTS. **Developer** shall have the right to use and develop the Property as described in this Agreement. Furthermore, **Developer** does not waive any right to use or develop the Property arising under the City Code, common law

or the laws of the State of Florida.

SECTION 8. TERM; CONDITIONS SUBSEQUENT. Except as specified below, this Agreement and the annexation contemplated herein shall become effective upon the annexation of and expiration of an applicable appeals period of the ordinance annexing the Property. Should the annexation ordinance not be adopted within six (6) months of the City Council adopting this Agreement or become effective after adoption by the City Council, then either party may terminate this Agreement by written notice and be relieved of their respective obligations under this Agreement. In addition, the Developer may also simultaneously terminate the Petition for Annexation by providing the City with written notice of said termination.

SECTION 9. DEFAULT; ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right to damages, injunctive relief and specific performance. In the event either party is required to enforce this Agreement, by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all pre- trial, trial, appeal and alternative dispute resolution levels.

SECTION 10. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Florida.

SECTION 11. BINDING EFFECT; ASSIGNABILITY. This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be freely assignable by the **Developer** to various successive owners without the need for consent by the **City. Developer** shall, however, provide written notice to the **City** of any and all such assignees. However, at such time **Developer** no longer has a fee simple ownership interest in the Property, this Agreement shall be deemed assigned to the successive owners of the Property. The parties hereby covenant that they will enforce this Agreement and that is a legal, valid and binding agreement.

SECTION 12. RECORDATION. A copy of this Agreement shall be recorded by the **City** at the **Developer's** expense, in the Public Records of Brevard County, Florida, upon

taking effect. Upon receipt of the recorded Agreement, **City** shall promptly provide a copy of the recorded Agreement to the **Developer**.

SECTION 13. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Agreement is for the sole benefit of the parties hereto, and no right of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement either express or implied is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 14. ARMS LENGTH NEGOTIATION. This Agreement is the result of mutual arms-length negotiations between the parties. Accordingly, this Agreement shall be construed equally between the parties.

SECTION 15. WAIVER; REMEDIES. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof; nor will any waiver on the part of either party of any right, power, or privilege hereunder operate as a waiver of any other right, power, or privilege hereunder, not will any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

SECTION 16. EXHIBITS. All exhibits referenced herein and attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

SECTION 17. NOTICE; PROPER FORM. Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses:

AS TO CITY: City Manager
City of Cocoa
65 Stone Street

Cocoa, Florida 32922

COPY TO: Anthony A. Garganese
Garganese, Weiss, D'Agresta & Salzman, P.A.
City Attorney
City of Cocoa
Post Office Box 2873
Orlando, Florida 32802-2873

AS TO DEVELOPER: First National Real Estate Company
2601 Biscayne Blvd
Miami FL 33137

COPY TO: Kimberly Rezanka, Esq
Cantwell & Goldman, P.A.
96 Willard Street
Suite 302
Cocoa, Florida 32922

Each party may amend the aforementioned persons and addresses by written notice to the other party.

SECTION 18. ENTIRE AGREEMENT. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties relevant to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written with respect to said subject matter, except as herein contained.

SECTION 19. AMENDMENT. Amendments to and waivers to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

SECTION 20. TIME OF THE ESSENCE. Time is hereby declared of the essence in the performance of each and every provision of this Agreement.

SECTION 21. SOVEREIGN IMMUNITY. Nothing contained in this Agreement shall be construed as a waiver of the **City's** right to sovereign immunity under Section 768.28, *Florida Statutes,* or any other limitation on the **City's** potential liability under state and federal law.

SECTION 22. CITY'S POLICE POWERS. **Developer** agrees and acknowledges that the **CITY** hereby reserves all police powers granted to the **City** by law. In no way shall

this Agreement be construed as the **City** bargaining away or surrendering its police powers.

SECTION 23. ADDITIONAL PERMITS. The failure of this Agreement to address any particular **City,** county, state, and federal permit, condition, term, or restriction shall not relieve **Developer** or the **City** of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

SECTION 24. DEVELOPMENT PERMITS APPROVALS BY CITY. Nothing herein shall limit the **City's** authority to grant or deny any development permit applications or requests subsequent to the effective date of this Agreement. In addition, nothing herein shall be construed as granting or creating a vested property right or interest in **Developer** or on the Property.

SECTION 25. TAX PARCEL 24-35-28-00-01. Tax Parcel 24-35-28-00-01 is owned by **First National Real Estate Company.** Said parcel is located on the north and south side of an existing 100 foot Florida Power & Light Easement. As owner of said Parcel, **First National Real Estate Company** is requesting that a portion of the aforementioned parcel be annexed into the City of Cocoa, Florida lying south of the Florida Power & Light Electric Easement and identified in the Annexation Report prepared by the City of Cocoa, dated October 9, 2019. In furtherance of this annexation request, **First National Real Estate Company** hereby represents and warrants to the City of Cocoa that it is exercising its statutory right to waive the requirement under Section 171.0413(3), Florida Statutes, that prohibits the City of Cocoa from annexing a severed, separated, divided, or partitioned parcel of land owned by a corporation. Said waiver is given voluntarily in order to allow the City of Cocoa to proceed with **Developer's** request to annex the Property south of the Florida Power & Light Electric Easement identified in the Annexation Report including the relevant portion of Parcel 24-35-28-00-01.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written.

Signed, sealed and delivered before these witnesses:

Print name: Susan M Gordon

Print name: KENNETH M. GORDON

DEVELOPER
First National Real Estate Company
a Florida Corporation

By _____
Name: Roger Miller
As Its: President

Corporate Seal

STATE OF FLORIDA
COUNTY OF ~~BREVARD~~ Miami-Dade

Sworn to and subscribed freely and voluntarily for the purposes therein expressed before me by Roger Miller as President of First National Real Estate Company, a Florida Corporation, known to me to be the person described in and who executed the foregoing, this 5 day of Nov, 2019. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 5 day of Nov, 2019.

_____
Signature of Notary Public

Name: Antonio Rodriguez
My Commission Expires: 11-17-20
Commission No. _____

ANTONIO RODRIGUEZ
COMMISSION
Number
GG043535
EXPIRES
NOV. 17, 2020
Bonded thru Aaron Notary
Notary Public, State of Florida

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written.

Signed, sealed and delivered before these witnesses:

Print name: Roger Miller

Michelle Milly

Print name: Michelle Miller

DEVELOPER
Gigi II, LLC, *a Florida limited liability company*

By _____
Name: Adam Gerstein
As Its: Manager

Corporate Seal

STATE OF FLORIDA
COUNTY OF ~~BREVARD~~ Miami Dade

Sworn to and subscribed freely and voluntarily for the purposes therein expressed before me by Adam Gerstein as Manager of Gigi II, LLC, a Florida limited liability company, known to me to be the person described in and who executed the foregoing, this 5 day of Nov, 2019. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 5 day of Nov, 2019.

_____
Signature of Notary Public

Name: Antonio Rodriguez
My Commission Expires: 11-17-20
Commission No. _____

ANTONIO RODRIGUEZ
COMMISSION
Number
GG043535
EXPIRES
NOV. 17, 2020
Bonded thru Aaron Notary
Notary Public, State of Florida

Signed, sealed and delivered before these witnesses:

Print name: Susan M Gordon

Print name: KENNETH M GORDON

DEVELOPER
Jacob Aaron Corp., *a Florida Corporation*

By _____
Name: Roger Miller
As Its: President

Corporate Seal

STATE OF FLORIDA
COUNTY OF ~~BREVARD~~ Miami Dade

Sworn to and subscribed freely and voluntarily for the purposes therein expressed before me by Roger Miller as President of Jacob Aaron Corp., a Florida Corporation, known to me to be the person described in and who executed the foregoing, this 5 day of Nov, 2019. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 5 day of Nov, 2019.

_____
Signature of Notary Public

Name: Antonio Rodriguez
My Commission Expires: 11-17-20
Commission No. _____

ANTONIO RODRIGUEZ
COMMISSION
Number
GG043535
EXPIRES
NOV. 17, 2020
Bonded thru Aaron Notary
Notary Public, State of Florida

ATTEST:

By: _____
City Clerk

[SEAL]

CITY:
CITY OF COCOA, a Florida municipal corporation

By _____
Jake Williams, Jr., Mayor

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, this 13 day of November, 2019, by Jake Williams Jr, Mayor of the City of Cocoa, a municipal corporation under the laws of the State Florida, on behalf of the City. Who is personally known to me and did take an oath.

_____
Signature of Notary Public

Name: Monica Arsenault
My Commission Expires: 6.16.20
Commission No. GG003349

MONICA R. ARSENAULT
MY COMMISSION # GG 003349
EXPIRES: June 16, 2020
Bonded Thru Budget Notary Services

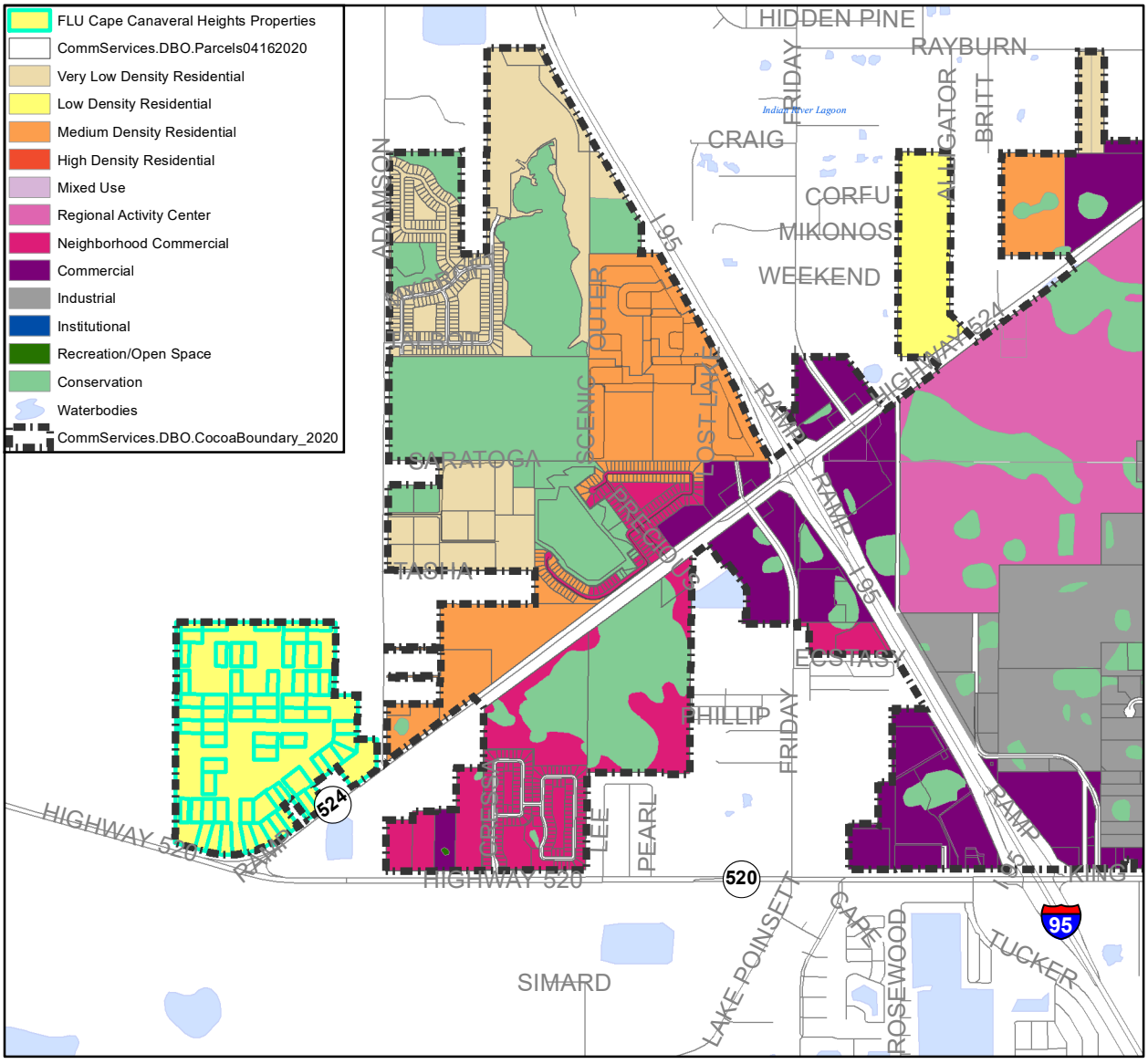
EXHIBIT "A"

CITY OF COCOA ANNEXATION AGREEMENT

LEGAL DESCRIPTION OF PARCELS LOCATED WITHIN BREVARD COUNTY, FLORIDA TO BE ANNEXED

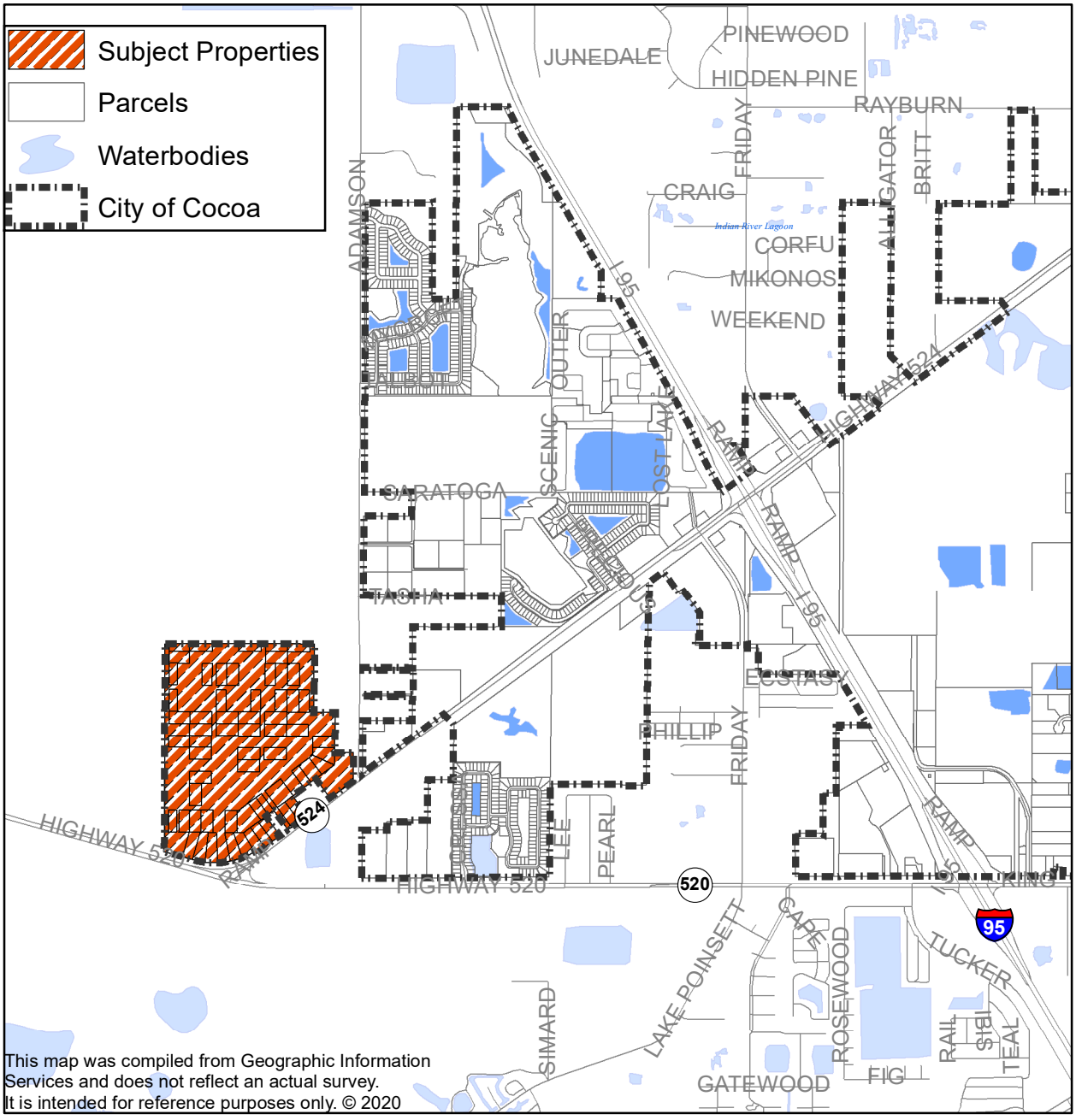
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24-35-28-00-45
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24-35-28-00-774
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24-35-28-00-47
24-35-28-00-754
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24-35-28-00-779
24-35-28-00-789
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24-35-28-00-782
24-35-28-00-792
24-35-28-00-797
24-35-28-00-46
24-35-28-00-71
24-35-28-00-764
24-35-28-00-778
24-35-28-00-786
24-35-28-00-793
24-35-28-00-798

Proposed
Future Land Use Map
for
Cape Canaveral Heights
PZ# 20-00500001



This map was compiled from Geographic Information Services and does not reflect an actual survey. It is intended for reference purposes only. © 2020

Cape Canaveral Heights
PZ# 20-00500001
Ordinance 04-2020



Application # **PZ** -_____- _____

Serving the Community

COMPREHENSIVE PLAN AMENDMENT / DEVELOPMENT OF REGIONAL IMPACT APPLICATION

Community Services Department
Planning and Zoning Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8535
Fax: (321) 433-8543
Web: http://www.cocoafl.org

This form is divided into steps, which will help you prepare your application, provide supplemental items, and prepare for the Planning & Zoning Board/ Local Planning Agency and City Council hearings. A pre-application meeting with Staff is **required**.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Type of Application:**
   - ☐ Small-scale Comprehensive Plan map amendment
   - X Large-scale Comprehensive Plan map amendment
   - ☐ Large-scale Comprehensive Plan text amendment
   - ☐ Emergency Comprehensive Plan amendment
   - ☐ Development Regional Impact (DRI)
2. **Existing Future Land Use Category (*if applicable*):** _____
3. **Proposed Future Land Use Category (*if applicable*):** LDR
4. **Existing Zoning Category (*if applicable*):** _____
5. **Proposed Zoning Category (*separate application*):** PUD
6. **DRI Statutory Thresholds Being Exceeded (*if applicable*):** N/A
7. **Proposed text amendment policies (*if applicable*):** N/A
8. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting!*

   Company (if applicable): Cantwell & Goldman, P.A.

   Name: Kimberly Bonder Rezanka

   Mailing Address: 96 Willard Street, Suite 302

   City: _____ State: FL Zip Code: 32922

   Phone #: (321) 639-1320 Fax #: (321) 639-9950

   Mobile #: _____ E-mail: kim@cfglawoffice.com

9. Property Owner Information: * *Check here if same as Applicant* ➔ ☐
* *If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): First National Real Estate Company, a Florida corporation successor by merger with Cape Canaveral Heights Properties, Inc., a Florida corporation

Name: Roger Miller, President

Mailing Address: 2601 Biscayne Blvd.

City: Miami State: FL Zip Code: 33137

Phone #: (305) 576-6333 Fax #:

Mobile #: E-mail: rmiller@millergrp.com

Company (if applicable): Gigi II, LLC

Name: Adam Gersten, Manager

Mailing Address: 995 NE 72nd Terrace

City: Miami State: FL Zip Code: 33138

Phone #: (305) 576-6333 Fax #:

Mobile #: E-mail: rmiller@millergrp.com

Company (if applicable): Jacob Aaron Corporation

Name: Roger Miller, President

Mailing Address: 2601 Biscayne Blvd.

City: Miami State: FL Zip Code: 33137

Phone #: (305) 576-6333 Fax #:

Mobile #: E-mail: rmiller@millergrp.com

10. Applicant's Representatives: * *If more than three other representatives, attach additional sheet with names and addresses.*

Company (if applicable):

Name:

Mailing Address:

City: State: Zip Code:

Phone #: Fax #:

Mobile #: E-mail:

11. Property Information (*if applicable*):

Street Address and Location: SR 520 and SR 524.

Parcel ID: ** If more than three Parcel IDs, attach additional sheet with Parcel IDs.*

SEE ATTACHED

□□-□□-□□-□□-□□□□□.□-□□□□.□□

□□-□□-□□-□□-□□□□□.□-□□□□.□□

Tax Account Numbers: ** If more than three Tax Account #s, attach additional sheet with Tax Account #s.*

□□□□□□□ □□□□□□□

□□□□□□□

Land Area: _____ square feet or 122.58 acres

Existing Use(s) on Property: vacant

Proposed Use(s) on Property: residential subdivision

12. Please submit the following items in order complete the application:

a. √ **Notarized application.**

b. √ **List of owners within 500 feet.** A "radius map package" from Brevard County containing a certified mailing list with mailing labels and a map of all property owners of record who reside within a 500-foot radius of the subject property is required for public notice. It is the applicant's responsibility to obtain these materials from the following for a nominal fee:

Brevard County Planning and Zoning, Attn: Graphics.
Brevard County Government Center, Building A
2725 Judge Fran Jamieson Way
Viera, FL 32940
Phone: (321) 633-2060 Fax: (321) 633-2152

c. √ **Petition.** Complete the Comprehensive Plan Amendment/ Development of Regional Impact petition form. A sample "Petition" form is available from the City.

d. √ **Application fee.** Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal. See Schedule of Fees, Charges and Expenses for applicable fees.

e. √ **Proof of ownership.** A copy of the most recent recorded warranty deed is required.

f. √ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization oragent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf. A sample "Letter of Authorization" form is available from the City.

g. √ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

h. √ **Certified boundary survey.** Submit a boundary survey certified to the City of Cocoa showing all existing structures and all proposed structures.

i. √ **Legal description.** Submit a typed copy of the legal description. It may be submitted on a computer disk or by e-mail.

j. √ **A general description of the proposed amendment to the comprehensive development plan, explaining why the amendment is necessary or appropriate.** *The Amendment will provide a City FLU for the Property, as it currently retains the RES2 Brevard County Designation. RES2 is a low density classification, as is the City LDR designation. This LDR is appropriate since the County designation to the west is RES1, while the City land to the east of the Property is MDR; this is an appropriate transition designation.*

k. √ **An analysis of the fiscal impact of the proposed amendment on the city's finances, if any.** *None.*

l. √ **An analysis of the impact of the amendment on all public facilities, if any.** *See Petition, attached, for analysis.*

m. √ **An analysis of the impact of the amendment on the environment and natural and historical resources, if any.** *See Petition, attached, for analysis.*

n. √ **An analysis of the degree of consistency of the proposed amendment with city's comprehensive plan.** *See Petition, attached, for analysis.*

o. √ **An analysis of the impact upon the city's ability to provide adequate public facilities and maintain the existing level of service for public facilities as identified in the comprehensive plan, if the amendment is granted.** *See Petition, attached, for analysis.*

p. √ **If the application involves a specific parcel of real property, a statement regarding compatibility of the amendment with surrounding neighborhoods and land uses.** *See Petition, attached, for analysis.*

q. √ **A statement regarding the proposed amendment's impact upon any other provisions in the comprehensive plan, and whether an internal inconsistency between provisions might be created.** *See Petition, attached, for analysis.*

r. ☐ **Consistent with Future Land Use Element Policies 1.1.2 G(6)(C) and H(5)(C), the following are required if the applicant is proposing to designate (or expand) new Commercial or Neighborhood Commercial areas:**

s. √ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners. *See sketch, attached.*

13. **Application filing deadline.** The application filing deadline for Small-scale and Emergency Comprehensive Plan amendments and Developments of Regional Impact is on the second Tuesday of each month for public hearings that are held two (2) months later. The application filing deadline for Large-Scale Comprehensive Plan amendments is the second Tuesday of January and June of each year for public hearings that are held in March and August, respectively.

14. **Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Planning and Zoning Division.

Public hearings process information – please read this!

15. **Dates and locations of public hearings.** All applications require one hearing in front of the Planning & Zoning Board/ Local Planning Agency and two hearings in front of the City of Cocoa Council. All regularly scheduled Planning & Zoning Board/ Local Planning Agency hearings are held on the second Wednesday of each month at 6:00 pm in the Cocoa City Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified. All regularly scheduled City of Cocoa Council meetings are held on the second and fourth Tuesday of each month at 7:00 pm in the Cocoa City Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

16. **Board types.** The Planning & Zoning Board/ Local Planning Agency is an advisory board to the City Council and therefore is only authorized to make recommendations. City Council is an authoritative body and is able to make binding decisions.

17. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the application. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

18. **Preparing for the public hearings.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the application request. The City assumes no responsibility or liability relating to the applicant's failure to research and know all applicable laws including, but not limited to state, federal, and city laws, codes, land development regulations, and the comprehensive plan.

19. **Exhibits at public hearings.** If photographs, documents, maps or other materials are provided to the Board/Council as evidence at the public hearing, the applicant must leave those instruments with the Recording Secretary. By law those instruments automatically become part of the public records and cannot be returned to the applicant.

20. **Witnesses at public hearings.** For the purposes of making a decision on the application, the Board/Council shall only consider testimony of qualified witnesses. A witness is determined by the Board/Council and is generally based on:
    a. The witness has personal knowledge of the fact in which the witness will testify; and/or
    b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:
        1. *Layman witness*: Testimony of a witness other than an expert witness is qualified only if:
            - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.
            - The opinions and inferences do not require any special knowledge, skill experience or training.
        2. *Expert witness*. Testimony of an expert witness is qualified only if:
            - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.
            - The witness is adequately qualified to express an opinion on the matter.

21. **Planning & Zoning Board/ Local Planning Agency vs. City Council actions.** If the Planning & Zoning Board finds that the facts presented in the matter justify approval, it may recommend to approve the request, or a portion thereof, and it may specify any conditions deemed necessary to preserve the intent of the City of Cocoa Code. If the Board finds that the facts presented do not justify approval, it may recommend to deny the request and will specify the reasons for denial. A decision is usually made at the same meeting that the hearing is held. Regardless of the outcome, the application will be forwarded to the City Council for consideration where a final decision can be made.

22. **City Council action.** *Small-scale amendments* require two separate City Council public hearings, after which the amendments are transmitted to the Department of Community Affairs (DCA) for review. If approved, the typical effective date is thirty-one (31) days after City Council adoption. *Large-scale amendments* also require two separate City Council public hearings. However, between the two hearings, the amendment must be transmitted to DCA for detailed review. This process typically takes seventy-five (75) days, after which City Council may hold the second hearing. If approved by Council, the amendment is retransmitted to DCA for final approval. The typical effective date is about sixty (60) days after City Council adoption. City Staff can further clarify the details of this process and the processes for the other types of amendments covered by this application.

23. Signatures and Notarization.

STATE OF FLORIDA COUNTY OF BREVARD

I, KIMBERLY B. REZANKA, being first duly sworn, depose and say that:

☐ I am the officer of the corporation authorized to act on this request.

√ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this application and applicable petition, and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

Kimberly B. Rezanka

Kimberly B. Rezanka

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 29th day of January, 2020, Kimberly B. Rezanka on behalf of First National Real Estate Company, a Florida corporation, successor by merger with Cape Canaveral Heights Properties, Inc., a Florida corporation; GIGI II, LLC; and Jacob Aaron Corporation, who is ☑ Personally Known ☐ or has Produced Identification ☐ Type of I.D. Produced _____

NOTARY PUBLIC STATE OF FLORIDA

Patricia L. Clark
Comm.#GG363212
Expires: October 1, 2023
Bonded Thru Aaron Notary

Patricia L. Clark

Patricia L. Clark
Notary Public – State of Florida

FOR OFFICE USE ONLY

Fee of $_____ in cash ☐ or check ☐ (No._____) payable to the "City of Cocoa".

Receipt Number: _____

Date: _____

Signature from Planning & Zoning Division:

Property Information (*if applicable*):

Street Address and Location: Located in Brevard County, generally north of State Route 524 and 520 and west of Adamson Road.

Parcel ID:

*Brevard County Tax Parcel Identification No.

24-35-28-00-01

** Brevard County Tax Parcel Identification No.

24-35-28-00-45	24-35-28-00-752	24-35-28-00-756	24-35-28-00-774

***Brevard County Tax Parcel Identification Nos.

24-35-28-00-7	24-35-28-00-17	24-35-28-00-20	24-35-28-00-28	24-35-28-00-46
24-35-28-00-47	24-35-28-00-56	24-35-28-00-57	24-35-28-00-61	24-35-28-00-71
24-35-28-00-754	24-35-28-00-758	24-35-28-00-760	24-35-28-00-763	24-35-28-00-764
24-35-28-00-766	24-35-28-00-770	24-35-28-00-771	24-35-28-00-772	24-35-28-00-778
24-35-28-00-779	24-35-28-00-780	24-35-28-00-781	24-35-28-00-782	24-35-28-00-786
24-35-28-00-789	24-35-28-00-790	24-35-28-00-791	24-35-28-00-792	24-35-28-00-793
24-35-28-00-794	24-35-28-00-795	24-35-28-00-796	24-35-28-00-797	24-35-28-00-798
24-35-28-00-803	24-35-28-00-806			

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* First National Real Estate Company

**GIGI, II, LLC

***Jacob Aaron Corporation

DESCRIPTION:
A parcel of land lying in the east 1/2 of Section 28, Township 24 South, Range 35 East, Brevard County, Florida and being more particularly described as follows;

Begin at the intersection of the westerly right-of-way line of Adamson Road and the northerly right-of-way line of State Road No.524; thence South 53°26'00" West, along the north right-of-way line of said State Road No.524, a distance of 388.37 feet to the southeast corner of lands as described in O.R. Book 3582 Page 2877; thence North 36°34'01" West, along the east line of said lands, a distance of 330.00 feet to the northeast corner of said lands; thence South 53°26'01" West, along the north line of said lands as described in O.R. Book 3582 Page 2877 and the north line of lands as described in O.R. Book 2756 Page 302 and the north line of lands as described in O.R. Book 3582 Page 2875 all of the Public Records of Brevard County, Florida, a distance of 396.00 feet to the northwest corner of said lands as described in O.R. Book 3582 Page 2875; thence South 36°34'01" East, along the west line of said lands as described in O.R. Book 3582 Page 2875, a distance of 330.01 feet to a point on the aforesaid northerly right-of-way line of State Road No.524; thence South 53°26'01" West, along said north right-of-way line, a distance of 324.01 feet to the southeast corner of lands as described in O.R. Book 6374 Page 2660 of said Public Records; thence North 36°33'56" West, along the east line of said lands, a distance of 330.01 feet; thence South 53°26'01" West, along the north line of said lands, a distance of 132.00 feet; thence South 36°34'01" East, along the west line of said lands, a distance of 330.01 feet to a point on the aforesaid northerly right-of-way line of State Road No.524; thence South 53°26'01" West, along said north right-of-way line, a distance of 414.94 feet; thence North 36°33'59" West, along said northerly right-of-way line of State Road No.524 and the northerly right-of-way line of State Road No.520 a distance of 32.00 feet to a point on the arc of a 1100.08 foot radius circular curve concave northerly; thence westerly, along the arc of said curve, through a central angle of 27°19'20", a distance of 524.58 feet said curve having a chord bearing of South 73°27'48" West and a chord distance of 519.63 feet to the Point-of-Tangency; thence South 87°39'42" West along the north right-of-way line of State Road No.520 a distance of 20.59 feet to the Point-of-Curvature of a 1100.25 foot radius circular curve concave northerly; thence westerly, along the arc of said curve, through a central angle of 17°43'17", a distance of 340.30 feet said curve having a chord bearing of North 82°56'22" West and a chord distance of 338.95 feet; thence North 74°06'29" West, along said northerly right-of-way line, a distance of 403.04 feet to a point on the north-south midsection line of said Section 28; thence North 00°15'37" East, along said north-south midsection line, a distance of 2855.32 feet to a point on the south line of a FPL agreement as recorded in O.R. Book 561 Page 876 of said Public Records; thence South 89°46'43" East, along said south line, a distance of 2055.51 feet to the northwest corner of lands as described in O.R. Book 3766 Page 1897 of said Public Records; thence South 01°02'16" West, along the west line of said lands and the west line of lands as described in O.R. Book 7566 Page 2584 of said public records, a distance of 937.42 feet to the southwest corner of said lands as described in O.R. Book 7566 Page 2584; thence North 89°47'35" East, along the south line of said lands, a distance of 303.17 feet to the northwest corner of lands as described in O.R. Book 7594 Page 1640 of said Public Records; thence South 01°09'41" West, along the west line of lands as described in O.R. Book 7594 Page 1640, O.R. Book 7476 Page 1366 and O.R. Book 7612 Page 1300 all of said Public Records a total distance of 565.24 feet; thence South 89°35'24" East, along the south line of said lands as described in O.R. Book 7612 Page 1300, a distance of 256.24 feet to a point on the aforesaid west right-of-way line of Adamson Road; thence South 01°12'27" West along said west right-of-way line a distance of 387.12 feet to the Point-of-Beginning.

Less and except the following tax parcels:
Tax Parcel 10 as described in Official Records Book 5517-page 272.
Tax Parcel 34 as described in Official Records Book 2452-page 1409.
Tax Parcel 755 as described in Official Records Book 2740-page 1696.
Tax Parcel 757 as described in Official Records Book 7612-page 996.
Tax Parcel 759 as described in Official Records Book 3464-page 800.
Tax Parcel 773 as described in Official Records Book 2464-page 140.
Tax Parcel 776 as described in Official Records Book 2486-page 612.
Tax Parcel 777 as described in Official Records Book 2486-page 618.
Tax Parcel 787 as described in Official Records Book 6962-page 497.
Tax Parcel 788 as described in Official Records Book 6323-page 2902.
Tax Parcel 800 as described in Official Records Book 5685-page 6510.
Tax Parcel 801 as described in Official Records Book 4324-page 3073.
Tax Parcel 802 as described in Official Records Book 5774-page 8012.
Tax Parcel 805 as described in Official Records Book 7570-page 375.
Tax Parcel 808 as described in Official Records Book 5383-page 1892.
Tax Parcel 809 as described in Official Records Book 3412-page 1117.
All as found in the Brevard County Public Records.

NOTE:
SEE SHEET 1 OF 3 FOR GRAPHICS, LINE TABLE AND CURVE TABLE. SEE SHEET 3 OF 3 FOR LESS AND EXCEPT TABLE, LEGEND, NOTES AND CERTIFICATION.

Containing 122.5 acres more or less and being subject to any easements and/or rights-or-ways of record.

Sec.: 28	A SKETCH AND DESCRIPTION PREPARED FOR:	Date : 04/03/19
Twp.: 24 South	CAPE CANAVERAL HEIGHTS PROPERTIES, INC.; GIGI II LLC AND JACOB AARON CORP.	Scale : NTS
Rng.: 35 East	BREVARD COUNTY FLORIDA	P. N. : 391801
Dsn. by : N/A	Bussen-Mayer Engineering Group	Sheet No. 2 of 3
Drn. by : JCC	100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953 PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6885	
Chk. by : JBC		

COMPREHENSIVE PLANAMENDMENT/ DEVELOPMENT OF REGIONAL IMPACT PETITION

TO: City of Cocoa Council

I, the undersigned, hereby petition the City of Cocoa Council for a comprehensive plan amendment/ development of regional impact as specified below:

In order to approve a comprehensive plan amendment/ development of regional impact, the Planning & Zoning Board/ Local Planning Agency and City Council must consider and study the criteria listed below (as described in Section 15-11(c) of the City of Cocoa Code). Please provide your consideration of the following criteria and any pertinent data and evidence that may be useful to the Planning & Zoning Board/ Local Planning Agency and City Council. Use extra sheets if necessary.

a. Whether the proposal favorably or unfavorably impacts the city's budget, or the economy of the region.

The proposed CPA will favorably impact the City Budget as the future development of the anticipated residential subdivision will increase the City tax base. The Cocoa Police Department and the Fire Department have indicated that they will be able to provide service with the existing resources (and the Fire Assessment).

b. Whether the proposal will diminish the service level of public facilities.

Public facilities, other than Police and Fire discussed above, of roads, water, sewer and electric service will not be diminished. See Exhibit "A".

c. Whether the proposal favorably or unfavorably impacts the environment, or the natural or historical resources of the city or the region.

There are no known historical resources in the Property subject to the FLU change.

There are wetlands in the Property, many of which will be persevered by a conservation designation or easement.

Wetlands will only be impacted minimally as needed for the proposed subdivision.

d. Whether the proposal is consistent with goals, policies, and objectives of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, adopted by Chapter 29F-19.001, Florida Administrative Code.

The proposal is consistent with the goals, policies and objectives of the state comprehensive plan and the East Central 2060 Plan. This project will avoid development in the most critical ecosystems and promote denser growth along a transit corridor. The Project will also provide new housing with subdivision amenities that are more affordable than housing being constructed in the Viera or North Merritt Island areas. This area is not vulnerable to flooding or hurricane evacuations, and has proper infrastructure for a subdivision. The subdivision will be designed for live-ability and outside activities, for a sense of community.

e. Whether the proposal will favorably or unfavorably affect the city's ability to provide adequate public facilities, and whether the proposal will reduce the level of service for affected public facilities below the level of service set in the comprehensive plan.

The proposal will favorably affect the City's ability to provide adequate public services and will not reduce the level of services below the level set in the comprehensive plan. The access will be off of State Road 524, an arterial road or high classification of roadway, which has sufficient capacity. See Exhibit "A" for other public service information.

f. Whether the proposal is incompatible with surrounding neighborhoods and land uses.

The proposal is compatible with the single-family nature of the surrounding area, and with the existing subdivisions in the City such as Fern Meadows, Adamson Creek and Emerald Lakes.

g. Whether the proposal will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment.

The proposal will have a favorable effect on the ability of people to find adequate housing that is reasonably accessible to their places of employment because of the Project's proximity to two state highways – SR524 and SR520 – and to I-95.

h. If the amendment being requested is consistent with all the elements of the comprehensive plan.

See attached.

Kimberly B. Rezanka
Applicant's Signature

1/29/2020
Date

Kimberly B. Rezanka
Applicant's Printed Name

If there are any questions contact the Planning and Zoning Division, City Hall, 65 Stone Street, Cocoa, FL 32922.

ADDENDUM TO
COMPREHENSIVE PLAN AMENDMENT/
DEVELOPMENT OF REGIONAL IMPACT PETITION

PETITIONERS: First National Real Estate Company; Gigi II, LLC; Jacob Aaron Corp.

h. If the amendment being requested is consistent with all the elements of the comprehensive plan.

The proposed amendment is consistent with all elements of the City's Comprehensive Plan.

Future Land Use

Policy 1.1.2.3: Low Density Residential. The subdivision will be developed as a Planned Unit Development (PUD), consistent with LDR requirements and with open space and recreational uses. More intensive development would not be appropriate due to wetlands that exist on the Property. The smaller lot sizes will result in the efficient use of land and protection of the natural wetlands systems.

Objective 1.1.7: Natural Resources. The Project will protect and conserve the wetlands and wetland functions on the Property.

Policy 1.1.10.3: The Property will utilize an innovative land use development pattern of a PUD and possible clustering.

Transportation

Policy 2.1.5.1: The Owners will provide required rights-of-way and easements for the subdivision.

Policy 2.1.6.2: Sidewalks will be installed as required by the City.

Objective 2.1.11: Access. Access to the Project from SR524 shall be limited to the minimum number necessary to provide safe and reasonable access.

Housing

Goal 3.1: This Project will provide decent, safe and sanitary housing to meet the needs of present and future population of the City.

Policy 3.1.1.2: This Project will provide another choice of single-family housing, on lots smaller than the agricultural parcels that are currently located – and undeveloped – in this area.

Sanitary Sewer

Policy 4.1.1.3: The Project will meet the adopted levels of service for wastewater generation.

Objective 4.1.2: Sanitary Sewer is available from Brevard County.

Policy 4.1.5.2: All new collection lines and lift stations constructed by the Owners will meet the City Standards and dedicated to the City, at the City's option.

Stormwater Management

Policy 6.1.1.1: The Project shall meet the post-development groundwater recharge rates required by the City

Policy 6.1.1.4: The Project shall not alter the natural drainage patterns to the St. Johns River or the storage capabilities of the Property.

Policy 6.1.4.4: The Project's stormwater managements systems will be designed to meet the rules and criteria of the City, SJRWMD and DEP, as applicable.

Potable Water

Policy 7.1.1.3: Adequate water supplies are available from the City for this Project.

Policy 7.1.4.1: The Project will meet the City's land development regulations for water conservation strategies, as available (reclaimed water is not currently available).

Recreation and Open Space

Policy 10.1.3.1: The subdivision will provide bicycle and pedestrian connections to the recreational facilities provided.

Policy 10.2.1.6: The uses in the open space and conservation areas in the subdivision will be limited to those compatible with and which preserve the natural character of the area.

Public School Facilities

Goal 11.1: Adequate school capacity is available to accommodate enrollment for the City residents that will reside in this subdivision.

Objective 11.1.2: The Owners have submitted a School Concurrency Application to the School Board. However, a recent School Impact Analysis for a 52-acre project, approximately one-half mile to the west of this Project, reveals projected available capacity for this Project. *See* Exhibit "B", School Concurrency Letter, for use by Staff for analysis.

Conservation

Policy 12.1.3.5: A demonstrably secure source of potable water is available to meet the demands of the Project.

Objective 12.1.6: The Project will protect, conserve and maintain the natural functions of the City's ecological zones.

Policy 12.1.6.15: Wetlands and wetland functions shall be protected and conserved, and impacts to wetlands will be minimized and mitigated when unavoidable.

Policy 12.1.7.2: The Project shall preserve the natural functions of the floodplains when practical.

Potable Water: The annexation study area is currently served by the City of Cocoa for potable water services. The City has a 36" PCCP (Pre-Stressed Concrete Cylinder) distribution line located within the right-of–way of State Road 524. Within the right-of-way of State Road 520 the City of Cocoa has a 36" PCCP distribution line and a 54" PCCP distribution line. The City also has a network of water service lines including a 12" AC (Asbestos Cement) water main located within the right-of-way of Adamson Road. See Exhibit 6, 7 and 8.

Wastewater: The annexation study area is currently served by Brevard County Utilities. The County maintains both a 10" sanitary sewer line on State Road 524 and a 12" sanitary sewer line on State Road 520 abutting the subject parcels. Both lines include existing force mains. The City of Cocoa and Brevard County will need to enter into service agreements for this annexation. See Exhibit 9.

Reclaimed Water: The annexation study area is not currently served by Brevard County or the City of Cocoa for reclaimed water services. The City of Cocoa reclaimed water services are expanding to the west with developments like Integra on State Road 524 and with continued expansions will serve this area in the future.

Electric Service: The annexation study area is served by Florida Power & Light for electric services. If annexed, the neighborhood will remain with Florida Power & Light and there will be no interruption of service. Upon annexation, electric rates will remain same.

Solid Waste: The annexation area is currently served by a private solid waste contractor, Waste Management for garbage collection services. Upon annexation, the private solid waste contractor for the City of Cocoa, Waste Management will continue to provide service to this area.

Stormwater Management: The Annexation Study Area will be subject to the City of Cocoa's stormwater utility program upon annexation. Said program is now funded by a levy of an annual stormwater utility special assessment. The assessment provides funding to maintain the City's stormwater utility program which will provide a special benefit to the Annexation Study Area including, but not limited to, maintenance for the retention ponds and drainage features in the area. The amount of the stormwater special assessment would vary depending on the amount of imperviousness on each property, and on whether the annexed properties have existing on-site stormwater management systems and will be billed on the annual tax bill.
The current Rate Schedule for Fiscal Year 2020 (October 1, 2019 - September 30, 2020) Assessment Rates for Single Family Parcels (residential)*

Tier 1: 400-2,300 sq. ft. of impervious area	Tier 2: 2,400-4,400 sq. ft. of impervious area	Tier 3: Greater than 4,400 sq. ft. of impervious area
$71.96	$110.71	$192.64

*Independent of any common area associated with the parcel.

Assessment Rates for Non-Single-Family Parcels per Equivalent Residential Unit (ERU) is $110.71.

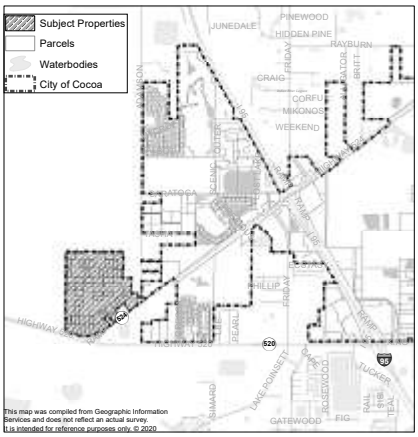
CITY OF COCOA
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT
THE COCOA CITY COUNCIL
PROPOSES TO CONSIDER THE FOLLOWING:

ORDINANCE NO. 04-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR FIFTY-NINE (59) PARCELS OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY 139.23 ACRES, GENERALLY LOCATED AT THE INTERSECTION OF STATE ROAD 524 AND STATE ROAD 520, AND MORE SPECIFICALLY WEST OF ADAMSON ROAD AND NORTH OF STATE ROADS 520 AND 524, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF THE REAL PROPERTY FROM BREVARD COUNTY "RESIDENTIAL 2" TO CITY OF COCOA "LOW DENSITY RESIDENTIAL"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

Ordinance 04-2020



CITY COUNCIL WILL CONSIDER THIS ITEM ON
September 23, 2020
AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

Public Participation and Special COVID-19 Information:
Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:
- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

These documents and information pertaining to the above may also be inspected at the Community Services Department, between 9:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

Members of the public have several options to participate in the public hearings.
(1) In-person attendance. Due to the COVID-19 Emergency and the need to maintain social distancing, meetings in the City Hall Council Chambers are limited to eighteen (18) members in the audience at any one time. Members of the public may utilize the contact information provided below to contact the City Clerk and determine if restrictions on physical attendance at the City Council Chambers have been lifted prior to the date of the public hearings.
(2) Commenting in advance of the meeting. Interested persons are encouraged to provide written comments in advance of the hearings by emailing meetings@cocoafl.org or mailing to the following address:

City of Cocoa
Attn: Dodie Selig, Planning and Zoning Manager
65 Stone Street
Cocoa, FL 32922

Written comments must be received prior to 4:00 p.m. on the date of the hearing to be read into the record.
(3) Viewing and Commenting In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet addresses:
- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

Interested persons may submit their written comments or questions during the hearings by email at: meetings@cocoafl.org. Interested persons who wish to provide public input during the meeting will also be able to do so by calling 321-433-8446 or by accessing the e-comment link for this meeting on using the Legistar calendar link above. For more information about this CMT meeting or to provide information to be considered at this meeting, contact the City Clerk as provided below.
The City of Cocoa will be utilizing Communications Media Technology (CMT) for upcoming City Council meetings pursuant to the Governor's Executive Order Number 20-69 and Florida Statutes, Section 120.54(5)(b)(2). Specifically, one or more members of the City Council may attend and participate by speakerphone.

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

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that if a person decides to appeal any decision made by the 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 Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

FT-GCI0493272-01

Legislation Details (With Text)

File #:	20-588	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	9/1/2020			**In control:**	City Council
On agenda:	9/23/2020			**Final action:**	
Title:	Ordinance No. 14-2020 / Acceptance of annexation petition and 1st Reading: Annexing approximately .6 acres of real property located in unincorporated Brevard County (as described in Exhibit "A") into the City of Cocoa in accordance with Chapter 171.044 of the Florida Statutes and Appendix A, Article VI of the City of Cocoa Code. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 14-2020 4050 W King St. Annexation 9-3-20.pdf Exhibit A Ord 14-2020 Annexation 4050 W King St 9-3-20.pdf Exhibit B Ord 14-2020 Annexation 4050 W King St 9-3-20.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 3, 2020
Agenda Date: September 23, 2020
Prepared By: Angela Essing, Economic Development Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Ordinance No. 14-2020 / Acceptance of annexation petition and 1st Reading: Annexing approximately .6 acres of real property located in unincorporated Brevard County (as described in Exhibit "A") into the City of Cocoa in accordance with Chapter 171.044 of the Florida Statutes and Appendix A, Article VI of the City of Cocoa Code.

BACKGROUND:

The City of Cocoa has been approached by Gem Holdings, LLC, owned by Ann Jeanette Miner, regarding a voluntary annexation into the City of Cocoa of a parcel of land identified by Brevard County parcel Identification Number 24-35-26-00-763.1 located at 4050 W King Street.

Brevard County Commissioners have been notified of the proposed annexation. The proposed annexation is consistent with the annexation policy directives adopted by the City of Cocoa City Council. This annexation will provide for a rational extension of the City boundaries along King Street.

Proposed Annexation Area:

The proposed annexation area is generally located at the northwest intersection of State Road 520 and Cox Road, and

more specifically at 4050 West King Street (Exhibit “B”). The metes and bounds description for the proposed annexation area is described in Exhibit "A".

The proposed annexation is for 1 parcel consisting of ±.6 acres of real property. This annexation is therefore consistent with the requirements of a voluntary annexation of the Florida Statutes.

Current and Proposed Future Land Use and Zoning:

City of Cocoa future land use designation and zoning classification have not been determined and are not required at this time. However, a preliminary land use analysis has been performed and the property owner will be requesting an Industrial Future Land Use and M-1 Light Industrial Zoning.

Adequate Public Facilities

The analysis of facilities available to serve the annexation study area shows that the City of Cocoa has, and can provide, the necessary public facilities and services to serve the 4050 W King Street Annexation in the same manner as such services are provided within the rest of the City of Cocoa.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

The current tax value of the property is roughly $176,380 that equates to approximately $4,000 in ad valorem taxes and non-ad valorem assessments. If the property were to develop in the future to the highest and best use the City could realize additional revenue and employment for the local community.

PREVIOUS ACTION:

No previous actions have been taken.

RECOMMENDED MOTION:

Ordinance No. 14-2020 / Acceptance of annexation petition and 1st Reading: Annexing approximately .6 acres of real property located in unincorporated Brevard County (as described in Exhibit “A”) into the City of Cocoa in accordance with Chapter 171.044 of the Florida Statutes and Appendix A, Article VI of the City of Cocoa Code.

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ORDINANCE NO. 14-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA ANNEXING REAL PROPERTY GENERALLY LOCATED AT 4050 W KING STREET WITH A PARCEL ID NUMBER OF 24-35-26-00-763.1, AND MORE PARTICULARLY DESCRIBED BY METES AND BOUND LEGAL DESCRIPTION AS SET FORTH HEREIN; PROVIDING FOR THE AMENDMENT OF COCOA CHARTER, ARTICLE 1, CITY BOUNDARIES, TO INCORPORATE THE REAL PROPERTY INTO THE CITY BOUNDARIES; PROVIDING FOR THE FILING OF THE REVISED COCOA CHARTER WITH THE DEPARTMENT OF STATE; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 171, Florida Statutes provides the exclusive method of municipal annexation, in order to ensure sound urban development and efficient provision of urban services; and

WHEREAS, the City has determined that the area to be annexed is contiguous and reasonably compact, is developed for urban purposes, is not within the boundaries of another municipality, and has otherwise met all other requirements of Chapter 171, Florida Statutes; and

WHEREAS, GEM Industries Incorporated has petitioned the City of Cocoa for annexation of a parcel of land identified by Brevard County Parcel Identification Number 24-35-26-00-763.1; and

WHEREAS, the City Council has determined that the annexation of the subject area has met all procedural requirements and that it will promote sound urban development and efficient provision of urban services; and

WHEREAS, the annexation is in compliance and consistent with the goals and objectives of the City of Cocoa Comprehensive Plan, Charter, and City Code; and

WHEREAS, in the best interest of the public health, safety, and welfare of the citizens of Cocoa, the City Council of the City of Cocoa desires to annex the real property generally described below into the municipal boundaries of the City of Cocoa; and

WHEREAS, upon adoption of this Ordinance, the municipal boundary lines of the City of Cocoa, contained in Cocoa Charter, Article 1, Section 1, shall be redefined to include the subject real property.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Annexation of Real Property. The real property shall be, and is hereby annexed into the City of Cocoa, Florida. This real property is described in Exhibit "A" and illustrated in Exhibit “B”. The real property shall be known as existing within the boundaries of the City of Cocoa, Florida, from the effective date of this ordinance.

Section 2. City Boundaries Redefined; Cocoa Charter Amended. Pursuant to Section 166.031(3), Florida Statutes, and Section 171.091, Florida Statutes, the City of Cocoa Charter, Article 1, Section 1, is hereby amended to redefine the corporate boundaries of the City of Cocoa to include real property described in Section 1 of this Ordinance. The City Clerk shall file the revised Cocoa Charter, Article 1, Section 1, with the Department of State within thirty (30) days of the effective date of this Ordinance.

Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions. All ordinances and resolutions or parts of ordinances and resolutions in conflict herewith are hereby repealed to the extent of conflict.

Section 4. Severability. Should any section or provision of this Ordinance, or any portion hereof, any paragraph, sentence, or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not effect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

Section 5. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____day of _____, 2020.

_____
Jake Williams Jr., Mayor

ATTEST

_____
Carie Shealy, City Clerk

First Reading: _____
Second Reading: _____
Effective Date: _____

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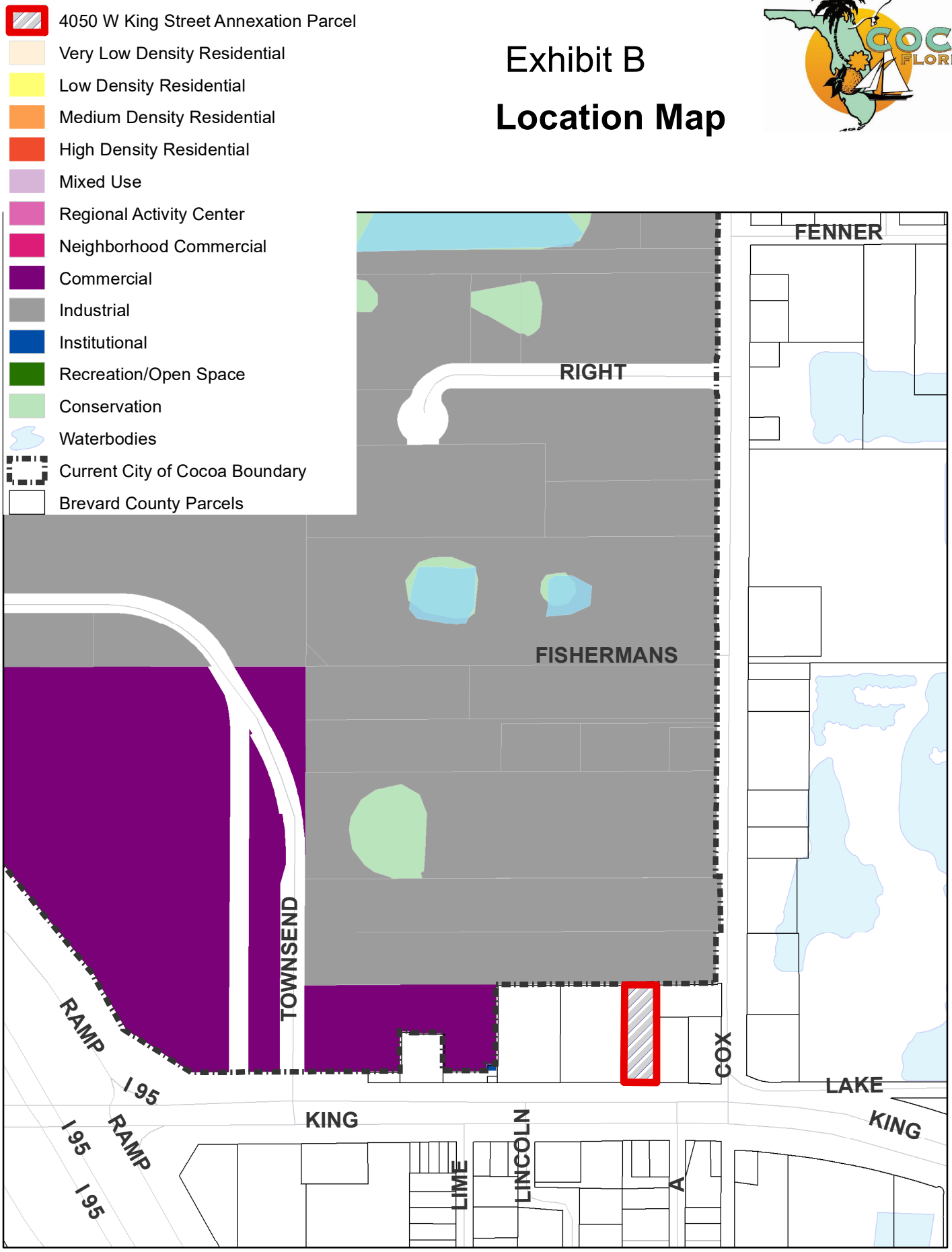
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Exhibit B

Location Map



This map was compiled from Geographic Information Services and does not reflect an actual survey. It is intended for reference purposes only. © 8-2020

Legislation Details (With Text)

File #:	20-600	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Public Hearing
File created:	9/9/2020			**In control:**	City Council
On agenda:	9/23/2020			**Final action:**	
Title:	Conduct final Public Hearing to approve the City of Cocoa's FY 2020/2021 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A- Final Action Plan 20-21.pdf Exhibit B-FINAL STATEMENT OF CDBG PROJECTS FOR FY 2020.pdf Exhibit C- Florida Today Ads First and Final.pdf Exhibit D- City Clerk's Journal Page 4, 2-26-2020.pdf Exhibit E- Certifications.pdf Exhibit F- Map of Cocoa.pdf Exhibit G- Cocoa CRA Map.pdf Exhibit H- Census Tracts Cocoa Map.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 9, 2020
Agenda Date: September 23, 2020
Prepared By: Ibis S. Berardi, Housing Program Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Conduct final Public Hearing to approve the City of Cocoa's FY 2020/2021 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements.

BACKGROUND:

The City of Cocoa anticipates receiving $175,690 in Community Development Block Grant (CDBG) funds and $85,105 in HOME grant funds for Fiscal Year 2020/2021 from the U.S. Department of Housing and Urban Development (HUD). The City receives HOME funds from HUD as part of the Brevard County HOME Consortium, which is composed of the cities of Cocoa, Melbourne, Palm Bay, Titusville, and Brevard County.

The overall purpose of the CDBG Program is the development of viable urban communities by

providing quality housing, a suitable living environment and expanding economic opportunities principally for persons of low- and moderate income. Eligible activities include public services, public facilities and improvements, housing, code enforcement, clearance and demolition, economic development, acquisition, and disposition. At least 70% of all CDBG funds must be expended on program activities benefiting low- and moderate income persons. HOME Program funds can only be used for housing activities benefiting low- and moderate income persons.

Based on priorities and goals identified in the FY 2016/2020 Five-Year Consolidated Plan, the City of Cocoa developed a one year Action Plan, which identifies community development projects that shall be undertaken between October 1, 2020 and September 30, 2021.

As required by HUD and the City's Citizen Participation Plan, an ad was placed in the Florida Today newspaper summarizing the proposed projects and a 30 day public comment period. The 30 day public comment period began August 20, 2020 and ended on September 19, 2020. No comments have been received.

Projects were advertised with the approximate funding amounts of $177,490 for CDBG and $65,872.88 for HOME in accordance to Council's approved recommendations on February 26, 2020. However, the City has since received the actual grant allocations of $175,690 for CDBG and $85,105 for HOME. The CDBG allocation decreased by $1,800 and the HOME allocation increased by $19,232.12. The below project amounts have been adjusted accordingly.

PROPOSED FINAL STATEMENT OF CDBG PROJECTS FOR FY 2020/2021

PUBLIC SERVICES:	
Community Services Council (*meals on wheels & seniors at lunch)*	$ 8,200
Central Brevard Sharing Center (*community kitchen)*	$12,900
Salvation Army (*meals in domestic violence shelter)*	$ 5,253
CDBG OTHER AND PUBLIC FACILITIES IMPROVEMENTS:	
Repayment of Section 108 Loan	$114,199
ADMINISTRATION:	
CDBG Administration and Operational funds	$34,138
Fair Housing Education & Outreach	$ 1,000
TOTAL CDBG FUNDS:	**$175,690**

PROPOSED FINAL STATEMENT OF HOME PROJECTS FOR FY 2020/2021

Housing: CHDO/Housing Activity	$76,594
HOME Administration and Operational funds	$ 6,323
HOME Administration County	$ 2,188
TOTAL HOME FUNDS:	**$85,105**

Staff is requesting Council hold the second and final public hearing on the proposed FY2020/2021 Action Plan; approve the plan for submission to HUD; and authorize the Mayor to sign all subsequent certifications and agreements.

STRATEGIC PLAN CONNECTION:

Community Development (Redevelopment of the City's Core) - Supporting these projects in the City will raise the quality of life for its residents, especially those underserved and disadvantaged.

BUDGETARY IMPACT:

None, these funds will be budgeted in the FY2020/2021 budget.

PREVIOUS ACTION:

Held Public Hearing on February 26, 2020 to obtain the views of citizens on housing and community development needs; Council approved recommendations on FY 2020/2021 CDBG and HOME Program funding; and approved notice to solicit public comment and notice of final Public Hearing.

RECOMMENDED MOTION:

Conduct final Public Hearing to approve the City of Cocoa FY 2020/2021 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements.

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The City of Cocoa, in conjunction with the other members of the Brevard County HOME Consortium, worked collaboratively with the community to develop a unified vision. This resulted in the development of a five-year Consolidated Plan for fiscal years 2016/2020. This year the City of Cocoa and the Home Consortium partners are developing the next five-year Consolidated Plan for fiscal years 2021/2025. The Plan includes goals and priorities, which shape various housing, public services, and community development programs into effective, coordinated neighborhood and community development strategies. It sets the standard for strategic planning and citizen participation to take place in a comprehensive context, and to reduce duplication of effort at the local level.

Each year, the City of Cocoa undertakes a process which includes public input and citizen participation to develop a one-year Action Plan that describes actions, projects, and programs that will take place during the upcoming year to address the priority needs and specific objectives identified in the strategic plan section of the five year Consolidated Plan.

The City of Cocoa is a CDBG entitlement city and is solely responsible for the administration of the funds. Through an interlocal agreement with Brevard County and the cities of Melbourne, Palm Bay, Titusville, and Cocoa receive HOME Investment Partnership funds. Brevard County is the lead agency of the HOME Consortium, therefore, the City's Action Plan shall be submitted to HUD by Brevard County.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Specific objectives identified in the Consolidated Plan and the City of Cocoa's Five-Year Strategic Plan includes the areas of housing, homelessness, special needs, and non-housing community development needs such as:

- ***Housing:*** Preserving existing affordable housing; producing new affordable homes in designated target areas and mixed-income rental units city-wide; providing home ownership opportunities for those wishing to own their own home; providing services to educate home buyers regarding

the mortgage process; enabling homeowners through education and counseling to retain their home; and demolishing structures that are substandard and unfit for human habitation.

- ***Homeless:*** Providing transitional housing to address the increasing population impacted by current real estate market conditions and labor force reductions; establishing facilities for substance abusers, mentally ill, dually diagnosed, and support case management services for ex-offenders; support activities to fill gaps in Brevard County's Continuum of Care and to respond to urgent community needs; support increased permanent supportive housing and transitional beds for persons with special needs to include housing for unaccompanied homeless youth.
- ***Special Needs*:** Objectives are to provide facilities to temporarily house chemically dependent or dually diagnosed individuals; support services to youth; support provision of additional independent living facilities with supportive services for the developmentally disabled, mentally ill, physically disabled, and persons with AIDS (including rental assistance for persons with AIDS); rehabilitate facilities providing supportive housing and provide services to enable the elderly to remain in their homes.
- ***Non-Housing Community Development Needs:*** Design and construct comprehensive infrastructure and streetscape improvements, enhance safety and sustainability, support neighborhood-based organizations in sponsoring clean-up campaigns, signage, etc. and provide other technical assistance as needed. Support the appropriate abandonment of septic tanks and permanent sewer hook-ups. Support the design and construction of neighborhood parks in the target areas.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City continues to develop viable communities through the provision of decent, affordable, and available housing, creating suitable living environments, expanding economic opportunities, and preventing and eliminating slums and blight. Verbal feedback from citizens and businesses indicate that the City's demolition and housing rehab programs are helping to beautify neighborhoods.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Summary from citizen participation section of plan.

The citizen participation process included an online survey for input, meetings, as well as, two (2) public hearings. During the first public hearing, three (3) agencies spoke. The agencies were: Community Services Council of Brevard - Senior Nutrition Program; Central Brevard Sharing Center; and the

Salvation Army North Central Brevard Corps. Each agency discussed the need for continued CDBG funding and the services their agency provides to the citizens of Cocoa.

Also, an extensive community outreach program was conducted in the development of the FY2016-2020 Consolidated Plan to ensure the plan responds to community needs. The outreach effort included:

* A Housing and Community Development Needs Survey was developed and distributed to over 8,000 residents in low-income neighborhoods in Brevard County for input regarding community needs.

* A Social Service Provider Survey was developed and distributed to more than seventy (70) providers to help determine the capacity and gap of services being provided throughout Brevard County, including Cocoa.

* Staff attended various meetings to obtain citizen input, Housing Authority of the City of Cocoa monthly board meetings, Brevard County Continuum of Care Homeless Coalition, and Innovative Housing Meeting.

The FY2016-2020 Consolidated Plan was distributed at the Brevard County libraries, Cocoa West Community Center, Cuyler Park Community Center, and Woody Simpson Community Center. No Comments were received.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

During the first public hearing, three (3) agencies spoke. The agencies were: Community Services Council of Brevard - Senior Nutrition Program; Central Brevard Sharing Center; and the Salvation Army north Central Brevard Corps. Each agency discussed the need for continued CDBG funding and the services their agency provides to the citizens of Cocoa.

6. Summary of comments or views not accepted and the reasons for not accepting them

There were no comments or views not accepted.

7. Summary

The City's involvement with multiple agencies and community groups serving the needs of the low and moderate income persons provides ample opportunity for the City to receive information about issues

affecting the low income community. This informal forum also allows for citizens to make their needs and concerns known as well. Coordination takes time and effort. The City will continue to work towards building capacity for better coordination and achieving solid results through partnerships in the years ahead.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	COCOA	
CDBG Administrator	COCOA	Community Services

Table 1 – Responsible Agencies

Narrative

The City of Cocoa is a direct entitlement community for Community Development Block Grant (CDBG) funds. However, this is not the case with HOME funds. The City of Cocoa, in partnership with Brevard County and the cities of Melbourne, Palm Bay, and Titusville receives HOME funds through a Consortium. The Brevard County HOME Consortium (Consortium) brings together the cities and the unincorporated areas of Brevard County.

Consolidated Plan Public Contact Information

Nancy A. Bunt, Community Services Director

Community Services Department

65 Stone Street, Cocoa, FL 32922

(321) 433-8511/ nbunt@cocoafl.org

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

Housing is a critical component to ending chronic homelessness. The primary manner in which the City will eliminate chronic homelessness is through its continued collaborative association with the Brevard Homeless Coalition and its support of local community-based service providers. With Brevard Homeless Coalition and support of local community-based service providers, the City will aid individuals and families in receiving the necessary services to reduce and prevent the potential of becoming homeless. These services include mortgage, rent and utility payment assistance; transitional and emergency housing; community kitchens; domestic violence funding; mental health services and substance abuse treatment. The primary manner in which the City will aid persons in need of services will be through the 211 Brevard referral network, an online database of community service providers.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

To improve living environments of the extremely-low and low-income households that reside in public housing, the Housing Authority of the City of Cocoa (Authority) developed a self-sufficiency program (ROSS) available to public housing residents. ROSS programs address issues such as: elimination of drug use, a literacy program, GED training, job training & business development, job training, employment counseling, work placement, basic skills training, English proficiency, financial/household management, and other programs (such as substance abuse or mental health treatment). The City reviews and certifies the Authority's annual plan and five (5) year plan. The City reviews proposed capital improvements, proposed development, demolition, or disposition of public housing developments and ensures the goals, objectives, and strategies of the Authority support the priority needs addressed in the City's Consolidated Plan. Primary agencies located and/or serving persons within the City: **Brevard County Family & Children's Services**-Provides food, counseling, emergency financial assistance, and others. **Central Brevard Sharing Center**-Provides food, clothing, emergency rent, medical/financial assistance, cold weather shelter & meals daily. **Housing for Homeless Program**-Provides 32 units in Cocoa for homeless & special needs, 77 County-wide. Twelve units provide permanent long-term affordable housing for persons with mental illness/other special needs; ten units provide transitional housing for homeless, special needs individuals/families with children. The remaining two units are used for special services such as counseling. **Early Learning Coalition of Brevard County**-Assists working parents in finding/paying for child care services, offers parenting classes, support groups for teen mothers. **Crosswinds Youth Services**-Programs for children, young people and their families including Emergency Youth Crisis Shelter; 24-hour Crisis, Info & Referral Line; Community Counseling; Transitional Living Program; Foster Care; Intensive Delinquency Diversion Services; Juvenile Assessment Center; Project Safe Place; and CareerSource Brevard NextGen Services. **The Salvation Army**- Provides emergency food, clothing, counseling, financial assistance for rent, utilities & medical prescriptions. **The**

Salvation Army Domestic Violence Shelter-Provides food, clothing, counseling, and housing for victims of domestic violence. **North Brevard Charities Sharing Center**-Provides food, clothing, counseling, financial assistance, emergency housing, transitional housing, and permanent rental housing. The agency has five (5) transitional housing units within Cocoa. The City has several assisted housing providers funded by state and/or federal funds: Westminister Asbury South has 142 Section 8 project based rental units; Westminister Asbury North has 50 Section 8 project based rental units; Abilities at Crestview/College Pine/Windover has 51 Section 811 rental units for persons with disabilities; Arlington Apartments has 41 HUD Use Agreement rental units; Cocoa Lakes Apartments has 49 Section 8 Project based rental units; Clear Pond Estates has 72 Section 8 Project based rental units and 28 Low-income Housing Tax Credit rental units; Oak Meadows has 120 Low-income Housing Tax Credit rental units; and Clearlake Isles was completed in 2017, with 84 Low-income Housing Tax Credit over 55 rental units.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Homelessness is a prevailing situation that exists throughout Brevard County. The Housing for Homeless Agency provides supportive services, transitional housing and assistance with securing long-term permanent housing to homeless families and individuals. The City of Cocoa and Brevard County provide financial assistance to the Housing for Homeless. City staff participates in a continuum of care process which recently became a 501(c)(3) as the Brevard Homeless Coalition. This process is supported by numerous homeless providers and municipalities throughout the County. City staff attends meetings held on a monthly basis. The City of Cocoa will continue to assist homeless services providers with seeking and securing needed financial assistance for the provision of services. Those at risk of becoming homeless include one-parent families; dysfunctional substance abusers; released prison inmates; battered spouses; persons in extended employment training programs; persons receiving emergency assistance; persons in self-sufficiency programs; and households with incomes at 0%-30% AMI, paying more than 30% of their income for housing or who are doubled-up with family or friends. According to the Brevard Homeless Coalition, the homeless population recorded count for Brevard County in 2016 was 827, 845 in 2017, 734 in 2018, 815 in 2019. These populations often require temporary and or transitional housing in conjunction with such diverse supportive services as childcare, social supports (e.g., self-help groups), health care, mental health care, substance abuse counseling and treatment, transportation, job training, and programs that address the social emotional and educational needs of children. Within Cocoa, there are a number of social service agencies and churches that provide homeless assistance programs include preventive services, short-term/long-term housing and emergency food, clothing, and financial assistance. The following is a list of primary agencies local and serving the homeless within the City of Cocoa: **Brevard County Family & Children's Services** - Provides food, counseling and emergency financial assistance that includes rental, utilities, medical, lodging, and transportation expenses. **Central Brevard Sharing Center** - Provides food, clothing, emergency rent, medical or financial assistance, cold weather shelter, and meals on a daily basis. **Housing for Homeless Program** - Provides 32 units in Cocoa for homeless and special needs, 77 countywide. Twelve units

provide permanent long-term affordable housing for persons with mental illness and other special needs; ten units provide transitional housing for homeless, special needs individuals and families with children. The remaining two units are for the provision of special services such as counseling and miscellaneous support services. **The Salvation Army** - Provides emergency food, clothing, counseling, and financial assistance for rent, utilities, and medical prescriptions. **The Salvation Army Domestic Violence Shelter** - Provides food, clothing, counseling, and housing for victims of domestic violence. **North Brevard Charities Sharing Center** - Provides food, clothing, counseling, financial assistance, emergency housing, transitional housing, and permanent rental housing.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Brevard Homeless Coalition has set up policies and procedures for applying for and allocating ESG grant funds. In recent years the local COC has implemented the Vulnerability Index Service Prioritization Decision Assistance Tool (VISDPAT). Utilizing HMIS, the Brevard Homeless Coalition and working Partners (to include 211) organizations can enter an individual/family into HMIS and identify the level of vulnerability to the services needed. By determining the level of needs using the VISPDAT for individuals/families, the CHAT Team (a group of local social service partners) can then assign which organization would be better suited to providing those needs. The system works to reach out and assist those families requiring ESG services, to reduce the time the family would be at risk of homelessness.

Scheduled trainings for HMIS and VISPDAT intakes are available to local service providers by contacting the CHAT Team for more information.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Central Brevard Sharing Center
	Agency/Group/Organization Type	Housing Services - Housing Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings, housing need assessment, and various homelessness needs. Organization assisted by having clients complete written surveys.
2	**Agency/Group/Organization**	Aging Matters in Brevard
	Agency/Group/Organization Type	Services-Elderly Persons Grantee Department Neighborhood Organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Fair Housing
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings, housing need assessment, and various homelessness needs. Organization assisted by having clients complete written surveys.
3	**Agency/Group/Organization**	North Brevard Charities
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless Services - Victims

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings, housing need assessment, and various homelessness needs. Organization assisted by having clients complete written surveys.
4	**Agency/Group/Organization**	Emma Jewel Charter School
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in the Community meetings, housing needs assessment, homeless need - families with children and homeless special needs.
5	**Agency/Group/Organization**	Habitat for Humanity of Brevard County
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings held by the Consortium and provided input on housing needs.

6	**Agency/Group/Organization**	Housing Authority of the City of Cocoa
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in the Community meetings, housing needs assessment and public housing needs.
7	**Agency/Group/Organization**	BREVARD COUNTY
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted EDC of Florida's Space Coast, Brevard County's Economic Development Office. The EDC provided Economic Development input.
8	**Agency/Group/Organization**	Brevard Homeless Coalition, Inc.
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings held by the Consortium and provided input on homelessness needs.

9	**Agency/Group/Organization**	THE SALVATION ARMY, A GEORGIA CORPORATION
	Agency/Group/Organization Type	Housing Services - Housing Services-Victims of Domestic Violence Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings held by the Consortium and provided input on housing and homelessness needs for victims of domestic violence.
10	**Agency/Group/Organization**	COMMUNITY HOUSING INITIATIVE TRUST, INC.
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings held by the Consortium and provided input on housing needs and the market analysis.

Identify any Agency Types not consulted and provide rationale for not consulting

There were no agencies that were not consulted.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Brevard Homeless Coalition	The Continuum of Care (CoC) conducts homeless counts, surveys of the homeless population, and strategic planning to end homelessness. Consistent with the goals of the CoC.
SHIP Local Housing Assistance Plan	City of Cocoa	The Plan identifies housing strategies and allows the City to create partnerships that produce and preserve affordable homeownership and multifamily housing.
Comprehensive Plan-Housing Element	City of Cocoa	The Housing Element is the City's chief policy document for the development of affordable and market rate housing.
Housing Authority 5 Year and Annual Plan	Housing Authority of the City of Cocoa	The Plan identifies how the PHA will carry out the public housing program of the agency in conformity with Title VI of the Civil Rights Act of 1964, The Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

Table 3 - Other local / regional / federal planning efforts

Narrative

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The City's Community Services Department is an integral component in the coordination between the City, agencies, groups, organizations, non-profit human service providers and the community. Brevard County, as the lead agency of the HOME Consortium, along with the City consulted with the advisory groups, including the CDBG Advisory Board, Affordable Housing Council, Cocoa West Neighborhood Meetings, Clearlake Neighborhood Meetings, the Dr. Joe Lee Smith Center Community Meetings, Innovative Housing Team, the Housing Authority of the City of Cocoa, The Housing Authority of Brevard County, Re-Entry Task Force, Brevard Commission on Aging, and the Brevard Homeless Coalition. These advisory groups provided information on community needs and affordable housing needs, and completed the "Needs Assessment" survey. These consultations, meetings, and surveys shaped the City's goals. The CDBG Citizen Participation Plan indicates that all federal regulations regarding public comment periods and participation will be followed by the City of Cocoa. The City encourages the public to review documents concerning the CDBG Program and provide feedback when desired and needed. Representatives of participating cities of the Brevard County HOME Consortium, Brevard County, the Housing Authority of the City of Cocoa, and other stakeholders were notified of funding and emailed from a database of interested parties. Notification was also posted in the Florida Today, a local newspaper on November 7, 2019. Various community meetings and public hearings were held on February 26, 2020, and September 23, 2020 to gather input regarding the CDBG program and potential projects. Project funding was approved by the Cocoa City Council on September 23, 2020. The FY 20-21 Annual Action Plan was made available for public comment for 30 days. An announcement of the notice of a 30-day comment period was published in the local newspaper, Florida Today and on the city website, www.cocoafl.org.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Notice was posted on February 6, 2020 in Florida Today of first public hearing on February 26, 2020 to receive comments on the City's FY20/21 Action Plan.	During the first public hearing, three (3) agencies spoke. The agencies were: Community Services Council of Brevard, Central Brevard Sharing Center, and the Salvation Army. Each agency discussed the need for continued CDBG funding and the services their agency provides to the citizens of Cocoa.	There were no comments not accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Newspaper Ad	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Notice was posted on April 9, 2020 in Florida Today of final public hearing on May 13, 2020 to receive comments on the City's FY20/21 Action Plan. CDBG-CV funds through the CARES ACT were announced, and a Substantial Amendment to the FY 19/20 Annual Action was submitted and presented, putting on hold the FY 20/21 Annual Action Plan.	There were no comments received.	There were no comments not accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Staff attended the Cocoa Housing Authority Board meeting on September 8, 2020.	No comments were received.	There were no comments not accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Notice was posted on April 9, 2020 in Florida Today of final public hearing on September 23, 2020 to receive comments on the City's FY20/21 Action Plan.	There were no comments received.	There were no comments not accepted.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The funding levels incorporated in the Five-Year Consolidated Plan FY 2016-FY 2020 and One-Year Action Plan released for public comment are based on the funding allocation awarded to the City of Cocoa for FY 2020-2021 in the amount of $175,690. The City of Cocoa will request citizen comment on this planned process for the allocation of federal funding for FY 2016. All CDBG funded activities are proportionally increased or decreased from the estimated funding levels to match actual allocation with the following exceptions: General Administration, Planning, and Fair Housing are capped at 20% of the CDBG allocation; Targeted Public Services allocation is capped at 15% of the CDBG allocation; and Section 108 loan repayment.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Admin and Planning Housing Public Improvements Public Services	175,690	0	0	175,690	0	Community Development Block Grant (CDBG) funds will be used for housing, public improvements, public services, demolition, admin and planning.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
Section 108	public - federal	Public Improvements	0	0	0	0	804,537	The City received a Section 108 Loan to construct a 18,000 square foot community center within a low-income area, Census Tract 626.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG and HOME funds received by the City will be used along with State grants received to address housing, public service, and community development needs within the City. Cocoa was awarded $58,219 in State funding through the Florida Housing Finance Corporation as Coronavirus Relief Funds, State Housing Initiative Partnership (SHIP) for SFY 2019-2020 $29,047 and SFY 2020-2021 $0. These funds will be used to address housing needs identified in the Consolidated Plan. SHIP funds also provide a match requirement for HOME funds. Twenty percent (20%) of SHIP funds will be used to assist special needs households. In addition, all Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs. Agencies that are funded with CDBG funds will be strongly encouraged to seek additional resources to serve the low income residents of Cocoa. The Section 108 Loan, $894,000.00 was been approved by a HUD in 2019-2020. The City allocated FY 2018-2019 funds in the amount of $190,000.00 towards Park Improvements at the Dr. Joe Lee Smith Center Park Center. The funds will pay a portion of the $4,525,000 to construct a new 18,000 square foot community center, dedicated to serving the needs of lower-income residents of the City through recreational activities, multi-programming services and health care program. The Dr. Joe Lee Smith Center is located in Census Tract 626, which is 80.81% low-moderate income. Principal payments are anticipated to begin in August of 2020 on the Section 108 Loan.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Cocoa currently owns a 22 lot subdivision and approximately 13 infill lots. In 2016, the City of Cocoa using general funds dollars purchased the 22 vacant lots within Census Tract 626. The City owns the following vacant lots:

629 S Georgia Avenue, 1110 Grove Avenue, 1970 Furman Court, 1059 Olive Street, 1050 Bellefonte Avenue, 712 Stone Street, 1101 Avon Place, 514 S. Wilson Avenue, 801 Eden Street, 805 Temple Street, 804 Barbara Jenkins Avenue, 619 Stone Street, and 320 Loquat Avenue.

The City of Cocoa is adopted a Resolution in accordance with Florida Statue 166.0451 and is in the process of drafting a Request for Proposals (RFP) to dispose of the properties.

Discussion

The City of Cocoa will use all available funds and seek additional resources to address the needs identified in the plan.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Planning and Administration	2016	2020	Non-Housing Community Development Administration	City wide	Affordable Housing Homebuyer Program Public Facilities Improvements	CDBG: $35,138	Other: 1 Other
2	Public Services	2016	2020	Non-Housing Community Development	City wide	Public Services	CDBG: $25,437	Public service activities other than Low/Moderate Income Housing Benefit: 1176 Persons Assisted
3	Fair Housing Compliance, Testing and Outreach	2016	2020	Fair Housing	City wide	Neighborhood Services	CDBG: $1,000	Other: 1800 Other
4	Repayment of Section 108 Loan Guarantee	2016	2020	Non-Housing Community Development	CENSUS TRACT 626	Public Facilities Improvements	CDBG: $50,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1203 Persons Assisted
5	Housing Rehabilitation	2016	2020	Affordable Housing	City wide	Affordable Housing	CDBG: $367,143	Rental units rehabilitated: 6 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	Spot Demolition/Clearance	2016	2020	Spot Slum/Blight Removal	CENSUS TRACT 626 Census Tract 623	Neighborhood Services	CDBG: $30,231	Buildings Demolished: 6 Buildings

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Planning and Administration
	Goal Description	Administration and oversight of the Community Development Block Grant program. Fair housing activity will be funded.
2	**Goal Name**	Public Services
	Goal Description	Public Service Funding for four (4) nonprofit agencies: Community Services Council's Meals on Wheels and Seniors at Lunch Programs; Central Brevard Sharing Center; Early Learning Coalition and The Salvation Army.
3	**Goal Name**	Fair Housing Compliance, Testing and Outreach
	Goal Description	Fair Housing Compliance, Testing and Outreach in partnership with the Brevard County HOME Consortium and the Fair Housing Continuum.
4	**Goal Name**	Repayment of Section 108 Loan Guarantee
	Goal Description	Repayment of Section 108 Loan Guarantee.

5	**Goal Name**	Housing Rehabilitation
	Goal Description	Rehabilitation of owner-occupied homes for low-income households.
6	**Goal Name**	Spot Demolition/Clearance
	Goal Description	Code Enforcement Initiated Demolitions

AP-35 Projects - 91.420, 91.220(d)

Introduction

Each year the City of Cocoa undertakes a process which includes public input and citizen participation to develop a one year Action Plan that describes actions, projects and programs that will take place during the upcoming year to address the priority needs and specific objectives identified in the strategic plan section of the five year Consolidated Plan. CDBG funding will be used for administration and general oversight of the CDBG Program; fair housing training, outreach and testing; repayment of a Section 108 Loan Guarantee; and public service programs that provide meals for the elderly, meals for those at homeless or at risk of homelessness, domestic violence prevention, and child care assistance. HOME Program funding will be used for administration and general oversight of the HOME program and development of affordable homeownership opportunities in partnership with local developers, Community Housing Development Organizations, and the Consortium.

#	Project Name
1	Planning and Administration
2	CDBG Public Services
3	Fair Housing
4	Section 108 Loan Repayment

Table 7 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The basis for allocating priorities within the City during the Consolidated Plan period, and the rationale for assigning funding priorities annually, is determined primarily by the results (identification of needs and priorities) of the annual citizen participation process, and through committee evaluation of competitive grant applications submitted by eligible sub-recipients and third-party developers. Approximately 80% of available project funds are awarded through formal RFP process. The basis for determining these awards includes basic project eligibility, applicant capacity, and proposed benefit for the low and moderate income community, and leveraging of other funding resources. City initiated activities including planning and program administration; fair housing testing, outreach and training; public facilities and improvements; and repayment of a Section 108 Loan Guarantee typically account for the remaining 85% of projects.

City initiated activities are also targeted at community needs identified during the annual citizen participation process and Council support of priorities identified in the City's Comprehensive and Capital Improvement Plan processes. Public service projects selected for funding will provide a direct benefit to low to moderate income clientele City-wide. These benefits are targeted to all persons whose household income falls below 80% of the median income and whose residence lies within the city limits, and the

region’s homeless population.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Planning and Administration
	Target Area	City wide
	Goals Supported	Fair Housing Compliance, Testing and Outreach
	Needs Addressed	Affordable Housing Homebuyer Program Public Facilities Improvements Public Services Neighborhood Services
	Funding	CDBG: $34,138
	Description	Administration and oversight of the Community Development Block grant program. This will also include funding for fair housing activities.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Activities include public services, public facilities, demolition/clearance, public housing modernization, section 108 loan activity, rehab, purchase assistance, and fair housing activities.
2	**Project Name**	CDBG Public Services
	Target Area	CENSUS TRACT 626 City wide
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	$26,353
	Description	Public Services
	Target Date	9/30/2021

	Estimate the number and type of families that will benefit from the proposed activities	1767
	Location Description	Census Tract 262 & City Wide
	Planned Activities	Agency will provide services to seniors that include the Meals on Wheels Program(MOW) and the Seniors at Lunch Program (SAL). Agency will provide daily hot meals to homeless, individuals and families through their community kitchen. Domestic violence victims will be served meals in the shelter.
3	**Project Name**	Fair Housing
	Target Area	City wide
	Goals Supported	Fair Housing Compliance, Testing and Outreach
	Needs Addressed	Affordable Housing Homebuyer Program
	Funding	CDBG: $1,000
	Description	Fair Housing activities.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Fair housing training and outreach.
4	**Project Name**	Section 108 Loan Repayment
	Target Area	CENSUS TRACT 626
	Goals Supported	Repayment of Section 108 Loan Guarantee
	Needs Addressed	Public Facilities Improvements
	Funding	CDBG: 114,199

	Description	The City of Cocoa is seeking funding through a Section 108 loan to build a community center within census tract 626. Office space will be available for non-profit agencies to serve low-income residents. The City anticipates
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Construction of community center.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Cocoa is a total area of 15.4 square miles and a population of 19,328 according to BEBR. Within the City, there are two (2) established Community Redevelopment Areas (CRA), the Cocoa (Downtown) CRA and the Diamond Square CRA. In FY 2019, local elected officials decided to Sunset CRA US1, ending funding on September 30, 2020. Created in 1981, Cocoa CRA encompasses Census Tract 627, currently known as 715 Block Group 2, and is the most established of the two. The area more commonly known as "Historic Cocoa Village" has experienced a boom in development especially along the banks of the Indian River. However, the area west of Florida Avenue is known as the Heart of Cocoa and is a Federal Consent Decree. Unfortunately, the 2000 Census combined all of CT627 into one block group, thereby reducing the impact of low/moderate income people residing in the Heart of Cocoa. The 2010 Census combined CT627 with CT622, and is now CT 715. In spite of the block group consolidation, the low/moderate percentage is 47.9%. This percentage is staggering when taking into consideration the affluence residing along the riverfront.

The Diamond Square CRA is located within CT626, and is even more depressed with 93.0% of its residents earning less than 80% of the area median income. The population, according to the 2010 Census, is estimated to be at 3,075, resulting in a decline of 12.9% in ten (10) years. Predominantly this decline was caused by the demolition of 101 public housing units and several substandard, dilapidated vacant units. Of this year's current estimated population, 16.1% are White, 78% are Black or African American, and 5.7% are Hispanic or Latino. These areas are also a designated Florida Brownfields Area. The area encompasses all of Diamond Square CRA, and the Heart of Cocoa area. These areas are the focus for the majority of CDBG and HOME funded programs. However, funds are not restricted to only these areas, but are available throughout the City for activities that qualify for assistance under HUD guidelines. In fact, the 2010 Census indicates that 60.8 percent of the citizens of Cocoa earn less than 80% of the area median income and are eligible for CDBG and HOME funding. The highest concentration of low/moderate income persons are found in the CT626, known as the Diamond Square RDA, according to the 2000 U.S. Census, 93.% of the residents in the area are low/moderate. According to the 2006-2010 American Community Survey (ACS) the median household income for the City is $40,856. The median household income for Census Tract 626 is $20,368. See map of Redevelopment Areas in Appendix.

Geographic Distribution

Target Area	Percentage of Funds
CENSUS TRACT 626	70
Census Tract 623	25
City wide	5

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The basis for allocating investments within the low income census tracts was completed through the citizen participation process, which identified the needs within the City. The City is not only attempting to meet the needs of the community but also affirmatively further fair housing. It is essential to engage in not only community building activities and fund needed improvements in low and moderate income areas but also to provide opportunities for residents to live in non-impacted areas.

In the 2010 Census, there are 8 census tracts and 19 block groups within the city, 5 of those census tracts are low/moderate income areas. Census Tract 622 and 627 (in 2000) was redistricted to Census Tract 715 (in 2010). Census Tract 623 (in 2000) was redistricted to Census Tract 623.01 and 623.02 (in 2010). The City of Cocoa has three (3) established Community Redevelopment Areas (CRA), (CT623 and CT626), all with a high concentration of low/moderate income persons. The highest concentration of low/moderate income persons are found in the CT626, known as the Diamond Square RDA, according to the 2000 U.S. Census, 93.% of the residents in the area are low/moderate. According to the 2006-2010 American Community Survey (ACS) the median household income for the City is $40,856. The median household income for Census Tract 626 is $20,368. Estimating a percentage of CDBG funds dedicated to the target areas is difficult. There are 8 census tracts within the City, of those census tracts, the City believes four (4) (census tracts 623.01, 623.02, 624, 626) are low/moderate income areas, so we anticipate 90 percent of the funds will benefit the population of these target areas.

See map of 2010 Census Tracts and Blocks in appendix.

Discussion

The City has sought to invest in programs that reduce or eliminate slum and blight and promote ownership so as to diffuse the threat of creating concentrations of poverty. Through the City's homebuyer program and housing repair programs the City seeks to encourage the development of affordable housing. At the same time, households with limited incomes often prefer to reside in locations that have access to community services such as public transportation, anti-poverty programs communities that have the strength of ethnic diversity and communities that provide faith-based and family-based supports.

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The City of Cocoa, in collaboration with the Brevard County HOME Consortium, has developed the following actions which address obstacles to meeting underserved needs, fostering affordable housing, reducing lead-based paint hazards, reducing the number of poverty level families, developing institutional structures, and enhancing coordination between public and private housing and social service agencies.

The major obstacle to meeting all underserved needs remains the lack of financial resources as identified in the five (5) year Consolidated Plan and Annual Action Plan. To overcome this obstacle, the City of Cocoa will continue to seek other sources of funding and develop viable partnerships with other service providers to enhance the availability for underserved populations such as seniors, homebound frail elderly, the physically and developmentally disabled, victims of domestic violence, and infants and youth within the City.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In order to continue and encourage the creation of new affordable housing within the City of Cocoa and to preserve and augment the residential character of the RU-2-10 Single Family and Multi-Family Dwelling District within the Community Redevelopment Area (CRA) of the City, the City created a Housing Bonus Program to provide a transferable floor area bonus for the development of new affordable housing within the CRA. For each newly constructed unit of qualifying affordable housing as defined in subsection (C) of the Housing Bonus section of the Cocoa Code, a developer is entitled to an increase of floor area for new construction within the Central Business District.

The City adopted a SHIP Local Housing Assistance Plan that put into place expedited permitting policies and procedures to ensure that affordable housing projects receive priority processing. On February 14, 2006, City Council adopted Resolution No. 2006-20 waiving building permit and inspection fees for City projects or projects completed on City property.

Requests for a reduction of parking and/or setback requirements for affordable housing will be reviewed by the city staff and the appropriate board (Planning & Zoning, Board of Adjustment) and/or City Council. Any reductions will be allowed on a case by case basis if appropriate through development agreements. Development agreements must be approved by City Council. Since 2007, the City has entered into three (3)

affordable housing development agreements for setback reductions, two (2) with Habitat for Humanity of Brevard County, Inc. (Habitat) and Central Florida Community Development Corp. (CFCDC). The reduction in setback requirements allowed Habitat to build three (3) homes on land zoned only for two (2) and allowed CFCDC to build eight (8) homes on land zoned only for four (4).

Discussion

These endeavors will increase the availability of housing within the City, and will move the City closer to its goal of developing viable relationships with non-profit housing development organizations and developers for the development of decent, affordable, and accessible housing throughout the City.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The City of Cocoa, in collaboration with the Brevard County HOME Consortium has developed the following actions which addresses obstacles to meeting underserved needs, fostering affordable housing, reducing lead-based paint hazards, reducing the number of poverty level families, developing institutional structures, and enhancing coordination between public and private housing and social service agencies.

Actions planned to address obstacles to meeting underserved needs

The major obstacle to meeting all underserved needs remains the lack of financial resources as identified in the five (5) year Consolidated Plan and annual Action Plan. To overcome this obstacle, the City of Cocoa will continue to seek other sources of funding and develop viable partnerships with other service providers enhance the availability of underserved populations such as, seniors, homebound frail elderly, the physically and developmentally disabled, victims of domestic violence, and infants and youth within the City.

Actions planned to foster and maintain affordable housing

Most of the City's HOME and CDBG funding is used to support programs that support decent and affordable housing opportunities for low/moderate income individuals. In FY 2008-2009 the City partnered with North Brevard Sharing Center (NBSC) for a Transitional Housing Program. Through this program five (5) homes were purchased, rehabilitated, and made available to low/mod income families facing hardship and homeless. The program provides affordable rent for up to 24 months, giving families the opportunity to build their finances and find a permanent home.

The City and Diamond Square Redevelopment Agency has partnered with Habitat for Humanity of Brevard County, recognized as the the first Female Veteran's Village, for United States Female Veterans wanting to be First Time Homebuyers. During fiscal year 2019-2020 two (2) of the six (6) homes were completed. The remaining four (4) homes are anticipated to be completed within the next two (2) years. Two (2) other homebuyers received down payment assistance during fiscal year 2019-2020. The City has allocated $400,000 in HOME funding for First Time Homebuyers needing down payment assistance.

To continue fostering and maintaining affordable housing, the City has allocated prior year CDBG and SHIP funds for the Housing Rehab Program.

In order to continue encouraging the creation of new affordable housing within the City of Cocoa and to preserve and augment the residential character of the RU-2-10 Single Family and Multi-Family Dwelling District within the Community Redevelopment Area (CRA) of the City, the City created a Housing Bonus Program to provide a transferable floor area bonus for the development of new affordable housing within the CRA. For each newly constructed unit of qualifying affordable housing as defined in subsection (C) of

the Housing Bonus section of the Cocoa Code, a developer is entitled to an increase of floor area for new construction within the Central Business District.

And finally, in July 1994, the City adopted a SHIP Local Housing Assistance Plan that put into place expedited permitting policies and procedures to ensure that affordable housing projects receive priority processing. On February 14, 2006, City Council adopted Resolution No. 2006-20 waiving building permits and inspection fees for City projects or projects completed on City property.

Requests for a reduction of parking and/or setback requirements for affordable housing will be reviewed by the city staff and the appropriate board (Planning & Zoning, Board of Adjustment) and/or City Council. Any reductions will be allowed on a case by case basis if appropriate through development agreements. Development agreements must be approved by City Council. Since 2007, the City has entered into three (3) affordable housing development agreements for setback reductions, two (2) with Habitat for Humanity of Brevard County, Inc. (Habitat) and Central Florida Community Development Corp. (CFCDC). The reduction in setback requirements allowed Habitat to build three (3) homes on land zoned only for two (2) and allowed a developer to build eight (8) homes on land zoned only for four (4).

These endeavors will increase the availability of housing within the City, and will move the City closer to its goal of developing viable relationships with non-profit housing development organizations and developers for the development of decent, affordable and accessible housing throughout the City.

Actions planned to reduce lead-based paint hazards

The City will take the following actions to reduce lead based paint hazards:

- Continue to implement the Lead Safe Housing Rule and will ensure that all homes built prior to 1978 are inspected by qualified hazard evaluation professional and all mediation is performed by certified lead hazard contractors.
- Ensure that contractors who perform renovation, repairs, and painting jobs in pre-1978 housing and child-occupied facilities, before beginning work, provide owners, tenants, and child-care facilities with a copy of EPA's lead hazard information pamphlet Renovate Right: Important Lead Hazard Information for Families, Child Care Providers, and Schools and document compliance with this requirement; EPA's pre-renovation disclosure form.
- Ensure that lead hazard reduction be performed according to 24 CFR 35.930 on units testing positive and ongoing maintenance, monitoring and cleaning be ongoing for properties that maintain a relationship with the County/cities.
- Ensure that contractors follow three simple procedures:

1. Contain the work area. The area should be contained so that dust and debris do not escape from that area. Warning signs should be put up and heavy-duty plastic and tape should be used as appropriate: Cover the floors and any furniture that cannot be moved. Seal off doors and heating and

cooling system vents. These will help prevent dust or debris from getting outside the work area. 2. Minimize dust. There is no way to eliminate dust, but some methods make less dust than others. For example, using water to mist areas before sanding or scraping; scoring paint before separating components; and prying and pulling apart components instead of breaking them are techniques that generate less dust than alternatives. 3. Clean up thoroughly. The work area should be cleaned up daily to keep it as clean as possible. When all the work is done, the area should be cleaned up using special cleaning methods before taking down any plastic that isolates the work area from the rest of the home. The special cleaning methods should include using a HEPA vacuum to clean up dust and debris on all surfaces, followed by Wet-mopping with plenty of rinse water. The City will also integrate into its housing policies and programs the Final EPA Renovation & Remodeling Rule implemented on April 22, 2010. The Final Rule will ensure that persons performing renovations and dust sampling are properly trained; renovators, dust sampling technicians and firms performing these renovations are certified; lead-safe work practices are followed during renovations; providers of renovation and dust sampling technician training are accredited; and owners and occupants of target housing and child-occupied facilities receive information on lead-based paint hazards before renovations begin. The purpose of integrating the Final Rule into policies and procedures is to reduce potential exposure to dangerous levels of lead resulting from disturbing lead-based paint in older housing.

Actions planned to reduce the number of poverty-level families

The anti-poverty strategy is the unifying thread that ties the housing, homeless, public housing and non-housing community development strategies together as one comprehensive plan for reducing the number of poverty-families. The strategic plan, goals and objectives noted throughout this document promote self-sufficiency and empowerment.

The City of Cocoa will coordinate efforts among its many partner organizations to ensure that the goals outlines in the Consolidated Plan are met within the one year Action Plan. These partners include the Housing Authority of the City of Cocoa, neighborhood residents, representatives of health and human service agencies, businesses, faith based organizations, non-profit and for-profit developers, and local lenders.

The key goals of the City's anti-poverty strategy and five year Consolidated Plan are as follows: provision of adequate and affordable housing; neighborhood stabilization; elimination of substandard housing; and the availability of special needs housing.

The following are CDBG public service agencies and percentage of area to be served in FY 2020-2021: Community Services Council (Meals on Wheels and Congregate dining) - 95% of $8,200 will be expended in target areas; Central Brevard Sharing Center (Nutritional meals at center) - 100% of $12,900 will be expended in target areas; and Salvation Army (Shelter and meals provided to victims of domestic violence) - 100% of $5,253 will be expended in target areas.

Cocoa is a city of approximately 19,328 persons (2019 BEBR) with a disproportionate share of public

housing units.

In late-2019, renovations were completed with low-income housing tax credit (LIHTC) funding and the HUD RAD conversion, which converts subsidy funding from Public Housing to Project Based Rental Assistance (PBRA), were complete for the 327 units. At this time 144 units are complete. The second phase of 183 units are to be completed by late summer 2020. The LIHTC funding will allow for extensive rehabilitation of all 327 housing units. As of November 2019, there are no public housing units within the City of Cocoa.

The Housing Authority of the City of Cocoa (HACoC) was established in 1953 with the construction of Barlow Homes and the Peter Young Complex. In 1961-65, three (3) additional projects were added: Peachtree Manor, Brockington Home, and the Pineda Homes/Moore Homes Complex. The area is one of two primary traditional African American settlement sites dating back to the early 1900's, and at one time was blessed with a thriving neighborhood-serving commercial corridor, Stone Street. In 1997, the area was designated a Community Redevelopment Area, called Diamond Square CRA; and in 2003, was designated as a Florida Enterprise Zone (EZ 0501).

Actions planned to develop institutional structure

The City of Cocoa will continue to seek and provide training for staff that promotes efficiency and effectiveness in the administration of the CDBG and HOME Programs. Training shall include venues offered by HUD, the Florida Community Development Association, fair housing organizations, and the Florida Housing Coalition, etc. However, due to the COVID-19 pandemic, travel may be limited to webinars for several months. In addition, the City will continue to build relationships with non-profit and for-profit housing providers and developers to support and enhance its housing development strategy. Finally, the City will continue to work collaboratively with municipalities, non-profit and private entities throughout the State to develop and strengthen its capacity to carry out programs within the City. City staff attends the three (3) community redevelopment agency meetings to improve services and quality of life for the residents of the city.

Actions planned to enhance coordination between public and private housing and social service agencies

The existing coordination of services between public/ private housing has been enhanced with the creation of the Brevard County HOME Consortium. Members include Brevard County, the cities of Cocoa, Titusville, Melbourne & Palm Bay. To facilitate communication with other local housing nonprofit organizations, members of the Consortium convene monthly to share federal & state housing program updates, to engage in discussions of local housing programs and initiatives. Within Cocoa there are a number of social service agencies and churches providing homeless assistance programs to include preventive services, short and long-term housing, emergency food, clothing and financial assistance. The following list of primary agencies are supported by the City of Cocoa & the Brevard Homeless Coalition

(BHC) which provide services to the homeless population: **Brevard County Family & Children Services** - Provides food, counseling, and emergency financial assistance that includes rental, utilities, medical, lodging, and transportation expenses. **Central Brevard Sharing Center** – Provides food, clothing, emergency rent, utility, and medical financial assistance. **Housing for the Homeless of Brevard County - WIN (When-In-Need) Program** - Provides 22 apartment homes in Cocoa for homeless and special needs. Twelve (12) units provide permanent long-term affordable housing for persons with mental illness and other special needs; ten units provide transitional housing for homeless, special needs individuals and families with children. The remaining two units are used for special services like counseling and miscellaneous support services. **Early Learning Coalition of Brevard** - Assists working parents in finding/paying for childcare services, parenting classes and support groups for teen mothers. **Crosswinds Youth Services** – Programs for children & young people and their families including Comprehensive Assessment of Troubled Under-Aged Individuals; Emergency Youth Crisis Shelter; 24-Hour Crisis, Community Counseling; Transitional Living Program; Foster Care; Intensive Delinquency Diversion Services; Juvenile Assessment Center; Project Safe Place. **The Salvation Army** - Provides emergency food, clothing, counseling, and financial assistance for rent, utilities, and medical prescription. **The Salvation Army Domestic Violence Shelter** - Provides food, clothing, counseling and housing for women and children of domestic violence. **Catholic Charities of Central Florida** - Provides counseling services, short term emergency financial assistance, transitional housing, pregnancy counseling and adoption services, and a food pantry. The City will continue to partner and support the listed agencies to address the specific objectives of the Strategic Plan which are: help low income families avoid homelessness; establish facilities for substance abusers, mentally ill, and dually diagnosed; and support case management services for ex-offenders; support activities to fill gaps in Brevard County's Continuum of Care; respond to urgent community needs; and increase permanent supportive housing & transitional beds for persons with special needs to include housing for unaccompanied homeless youth. The Florida Legislature awarded $500,000 to **My Community Cares, Inc. for The REENTRY Center of Brevard,** which is located in Cocoa, Census tract 626. The reentry needs of Brevard County which ranks eleventh in the state with men and women returning from prison to the community. **The Reentry Center of Brevard** is the culmination of years of perseverance and dedication put forth by My Community Cares, the Reentry Task Force of Brevard and the Brevard Homeless Coalition. A grand opening was held January 10, 2020, they anticipate serving 200 citizens.

Discussion

The City of Cocoa will use its limited financial resources to address the needs identified in this plan. See attached budget sheet for FY2020-2021.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

The City of Cocoa receives an annual allocation of CDBG funds as an entitlement city. HOME funds are received as part of the Brevard County HOME Consortium. The questions below have been completed as they are applicable.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

Discussion

At this time, the City of Cocoa does not anticipate receiving Program Income, surplus funds from urban renewal settlements, grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan, or income from float-funded activities during FY2020-2021. The City of Cocoa applied for and was approved a Section 108 Loan Guarantee in the amount of $894,000. Repayments for the Section 108 Loan will begin August 1, 2020. The City will track revenues received from the project. However, it is not anticipated that the amount of revenue received will exceed $25,000.

FINAL STATEMENT OF CDBG PROJECTS FOR FY 2020-2021

(Allocation consists of $175,690)

PUBLIC SERVICES:	
Community Services Council (*meals on wheels & seniors at lunch)*	$8,200
Central Brevard Sharing Center (*community kitchen)*	$12,900
Salvation Army (*meals in domestic violence shelter)*	$5,253
CDBG OTHER AND PUBLIC FACILITIES IMPROVEMENTS:	
Repayment of Section 108 Loan the City is currently applying for	$114,199
CDBG ADMINISTRATION:	
CDBG Administration and Operational funds	$34,138
Fair Housing Education & Outreach	$ 1,000

TOTAL CDBG FUNDS: $175,690

FINAL STATEMENT OF HOME PROJECTS FOR FY 2020-2021

(Allocation consists of $85,105)

HOUSING: CHDO/Housing Activity	$76,594
HOME Administration and Operational funds	$6,323
HOME Administration County	$2,188

TOTAL HOME FUNDS: $85,105

CDBG Public Comment Period and participation were announced in Florida Today, local newspaper. No public comments have been received.

AD#4031043 2/6/2020
NOTICE OF PUBLIC HEARING
CITY OF COCOA

The City of Cocoa anticipates receiving approximately $177,490 in Community Development Block Grant (CDBG) funds and approximately $65,872.88 in HOME Investment Partnership funds for Program Year 2020-2021. Funds may be used for eligible activities, such as housing rehabilitation, land acquisition, public services, public facilities and improvements, or demolition and clearance.

The Cocoa City Council will hold a public hearing on Wednesday, February 26, 2020 at 6:00 pm in the Council Chambers, located at 65 Stone Street to obtain citizen input and comments on housing and community development needs and to approve recommendations on FY 2020-2021 CDBG and HOME program funding.

Persons with disabilities or non-English speaking persons requiring special accommodations to participate in the hearing should contact Ibis Berardi, Housing Program Manager at the City of Cocoa at (321) 433-8520 within 48 weekday hours of the hearing. Written comments must be submitted in person or by mail. Oral comments will also be accepted at the public hearing.

1st Public Hearing AD

Ad#4334470 08/20/

NOTICE OF PUBLIC HEARING
CITY OF COCOA'S PROGRAM YEAR 2020/2021
CDBG & HOME ACTION PLAN PROPOSED FINAL STATEMENT OF OBJECTIVES AND USE OF FUNDS

The City of Cocoa expects to receive $175,690 in Community Development Block Grant (CDBG) Entitlement funds and $85,10 HOME Investment Partnership funds for Program Year 2020-2021. Funds may be used for eligible activities, such as housing reh itation, land acquisition, public services, repayment of Section 108 Loan guarantee, public facilities and improvements, or dem tion and clearance. In addition, the Consolidated Plan allows jurisdictions to develop strategies for a five (5) year period, usi combined funding sources, to address housing and community needs. The Cocoa City Council will hold a second and final pu hearing on Wednesday, September 23, 2020 at 6:00 pm in Council Chambers, located at 65 Stone Street to make available for comments on the final statement of objectives and projected use of funds for program year 2020-2021 Action Plan.

The purpose of the City's Community Development Block Grant Program is the development of viable urban communities by viding decent housing and a suitable living environment, and expanding economic opportunities, principally for persons o low/moderate income. The HOME program funds support housing and housing related services provided to low/moderate inc households.

PROPOSED FINAL STATEMENT OF CDBG PROJECTS FOR PROGRAM YEAR 2020-2021

PUBLIC SERVICES:	
Community Services Council (meals on wheels & seniors at lunch)	$8,200
Central Brevard Sharing Center (community kitchen)	$12,900
Salvation Army (meals in domestic violence shelter)	$5,253
CDBG OTHER AND PUBLIC FACILITIES IMPROVEMENTS:	
Repayment of Section 108 Loan Guarantee	$114,199
ADMINISTRATION:	
CDBG Administration and Operational funds	$34,138
Fair Housing Education & Outreach	$1,000
TOTAL CDBG FUNDS	$175,690

PROPOSED FINAL STATEMENT OF HOME PROJECTS FOR PROGRAM YEAR 2020-2021

HOUSING: CHDO/Housing Activity	$76,594
HOME Administration and Operational funds	$6323
HOME Administration County	$2188
TOTAL HOME FUNDS	$85,105

Final CDBG & HOME allocations have been awarded and project funding has been adjusted based on final grant allocatio Copies of the City of Cocoa's 2020-2021 CDBG & HOME ACTION PLAN & PROPOSED PROJECTS are available by email reque ardi@cocoafl.org or by calling (321) 433-8520. All citizens are invited and encouraged to make written comments beginnin 20, 2020 through September 23, 2020. The final public hearing is scheduled for Wednesday, September 23, 2020, loca Stone Street, Cocoa, FL 32922. Persons with disabilities or non-English speaking persons requiring special accommodation ticipate in the hearing should contact Ibis Berardi at the City of Cocoa at (321) 433-8520 within 72 weekday hours of the heari

Final Public Hearing AD

- **Approved. Task Order, Resolution and Budget Amendment to be executed and distributed as necessary.**

VI. Public Hearings:

1. Ordinance No. 03-2020/ 2nd Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXII, to change the Zoning Map designation of one (1) parcel totaling 246.45 acres from Brevard County GU (General Use) to City of Cocoa RU-1-7 (Single Family Residential). (20-61). (Community Services Director)

    - **Ordinance No. 03-2020 approved on Second and Final Reading.**

2. Pass on Second Reading Ordinance 13-2019: Adopting amendments to the City of Cocoa Comprehensive Plan based on the City's Evaluation and Appraisal Report (EAR) of the Comprehensive Plan pursuant to Section 163.3191, Florida Statutes and authorizing transmittal to the Florida Department of Economic Opportunity. (20-84). (Community Services Director)

    - **Ordinance No. 13-2019 approved on Second and Final Reading.**

3. Conduct a Public Hearing to obtain citizen input and comments on housing and community development needs; approve recommendations on FY2020-2021 CDBG and HOME program funding; and provide notice to solicit public comment and notice of final public hearing scheduled for May 13, 2020. (20-97). (Community Services Director)

    - **Approved.**

VII. Council Business:

1. Consider the Appointment of Mr. Randal Hiester as the 2nd Alternate Member to the Board of Adjustment. (20-104). (Administrative Services Director)

    - **Approved. Correspondence to be handled through the City Clerk's office.**

2. Approve the Code Enforcement Lien for the property located at 315 Belmont Dr. be Reduced to $2,000.00, as recommended by the Code Enforcement Board. (20-62). (Chief of Police)

    - **Approved. Lien reduced to $2,000.**

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 09/23/2020

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier: B-20-MC-120003

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Cocoa

* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000292

* c. Organizational DUNS: 0791956080000

d. Address:

* Street1: 65 Stone Street

Street2:

* City: Cocoa

County/Parish:

* State: FL: Florida

Province:

* Country: USA: UNITED STATES

* Zip / Postal Code: 32922-7982

e. Organizational Unit:

Department Name: Community Services

Division Name: Housing & Neighborhood Service

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mrs.

* First Name: Nancy

Middle Name: Ann

* Last Name: Bunt

Suffix:

Title: Community Services Director

Organizational Affiliation: City of Cocoa

* Telephone Number: (321)433-8511

Fax Number: (321)433-8543

* Email: nbunt@cocoafl.org

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

City of Cocoa

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grant (CDBG) Entitlement Grant

*** 12. Funding Opportunity Number:**

* Title:

Community Development Block Grant

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

This CDBG application includes administration; fair housing testing, training and outreach, public services; and public facilities and improvements

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 15 * b. Program/Project: 15

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 09/23/2020 * b. End Date: 09/30/2021

18. Estimated Funding ($):

* a. Federal	175,690.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	175,690.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: Jake

Middle Name:

* Last Name: Williams

Suffix: Jr.

* Title: Mayor

* Telephone Number: (321)433-8488 Fax Number: (321)433-8498

* Email: jwilliams@cocoafl.org

* Signature of Authorized Representative: * Date Signed:

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Cocoa	09/23/2020

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

_____ _____

Signature of Authorized Official Date

Mayor

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2020 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

_____ _____

Signature of Authorized Official Date

Mayor

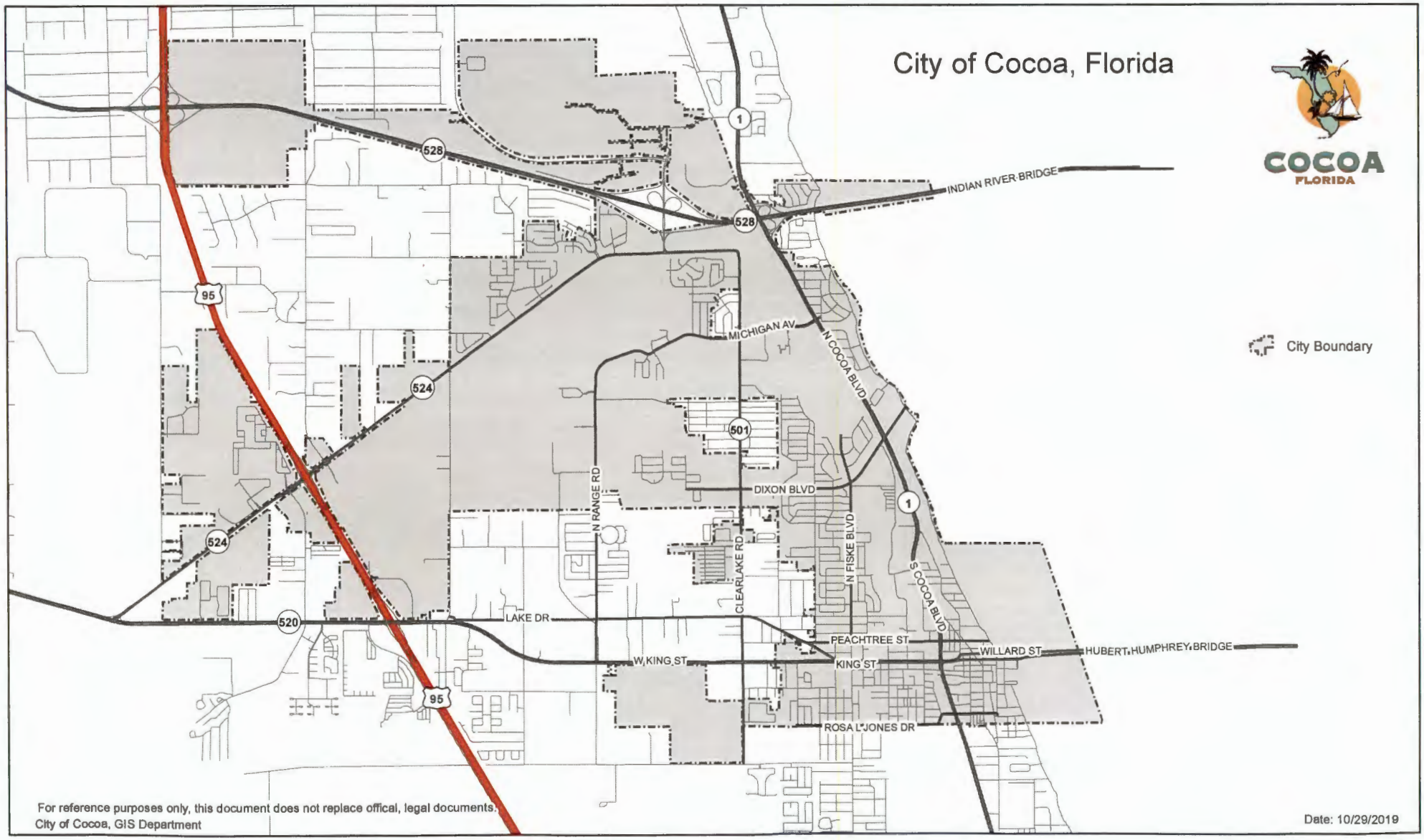
Title

APPENDIX TO CERTIFICATIONS

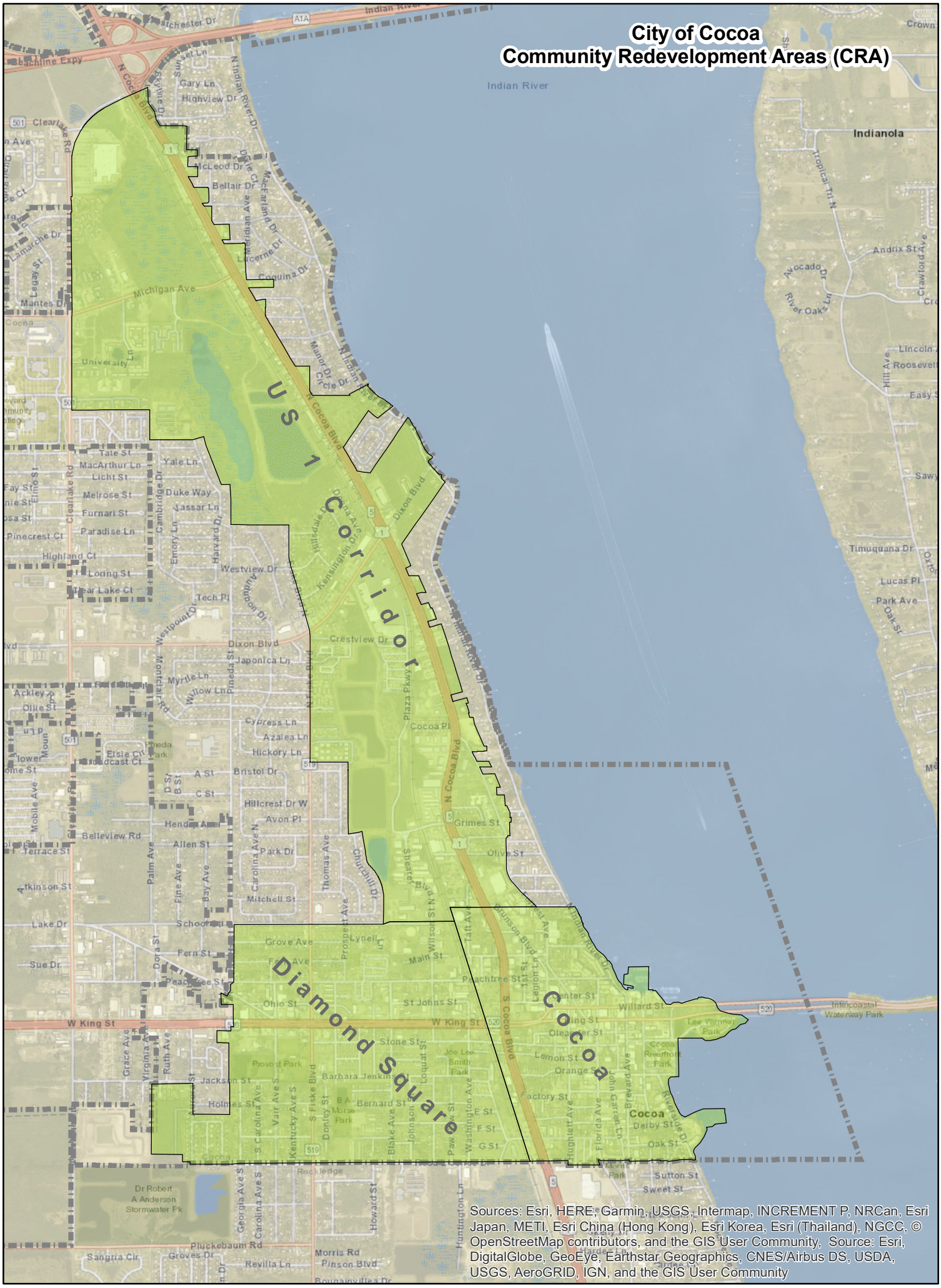
INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

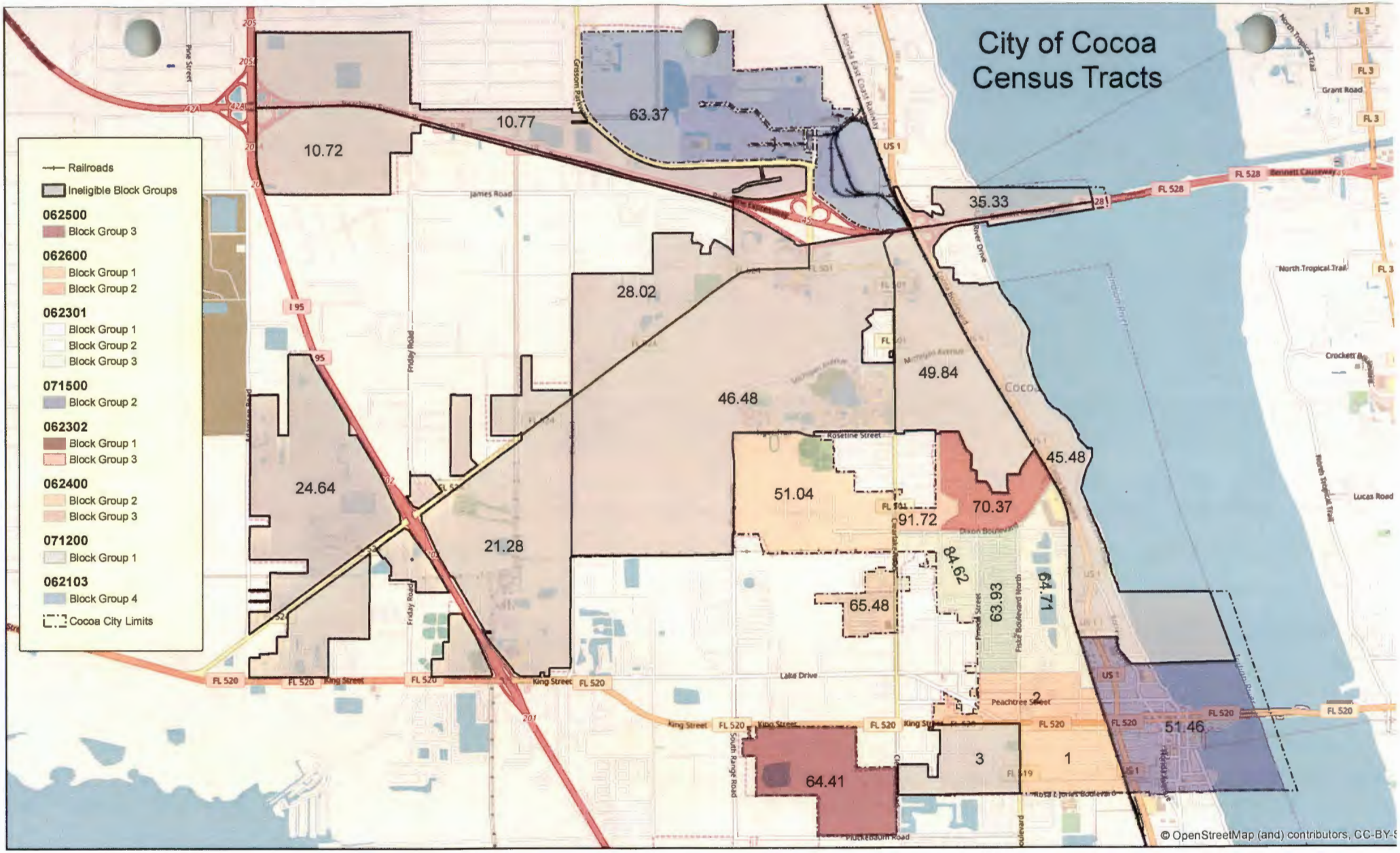
Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.


City of Cocoa, Florida
COCOA
FLORIDA
City Boundary
INDIAN RIVER BRIDGE
HUBERT HUMPHREY BRIDGE
MICHIGAN AV
DIXON BLVD
LAKE DR
W KING ST
KING ST
PEACHTREE ST
WILLARD ST
ROSA L JONES DR
N RANGE RD
CLEARLAKE RD
N FISKE BLVD
N COCOA BLVD
S COCOA BLVD
528
95
524
520
501
1
For reference purposes only, this document does not replace offical, legal documents.
City of Cocoa, GIS Department
Date: 10/29/2019

City of Cocoa
Community Redevelopment Areas (CRA)




City of Cocoa
Census Tracts
Railroads
Ineligible Block Groups
062500
Block Group 3
062600
Block Group 1
Block Group 2
062301
Block Group 1
Block Group 2
Block Group 3
071500
Block Group 2
062302
Block Group 1
Block Group 3
062400
Block Group 2
Block Group 3
071200
Block Group 1
062103
Block Group 4
Cocoa City Limits
10.72
10.77
63.37
35.33
28.02
46.48
49.84
45.48
24.64
21.28
51.04
91.72
70.37
84.62
63.93
64.71
65.48
64.41
51.46
1
2
3
I 95
US 1
FL 520
FL 528
King Street
James Road
Friday Road
Rosetine Street
Dixon Boulevard
Peachtree Street
Lake Drive
Florida East Coast Railway
Grant Road
North Tropical Trail
Lucas Road
Bennett Causeway
Pluckebaum Road
South Range Road
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Legislation Details (With Text)

File #:	20-605	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	9/10/2020			**In control:**	City Council
On agenda:	9/23/2020			**Final action:**	
Title:	Approval of an Amendment to a previously approved PUD / a Rezoning (Ordinance 15-2020) of one (1) parcel from Brevard County (GU) to City of Cocoa (PUD) and incorporating into Phase One-C Final PUD / and a Preliminary Subdivision consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code with conditions. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ord 15-2020 - Adamson Creek One-C PUD.pdf Ordinance Exhibit 1.pdf Ordinance Exhibit 2-a.pdf Ordinance Exhibit 2-b.pdf Exhibit A - Civil Plans.pdf Exhibit B - Preliminary Plat.pdf Exhibit C - Location Map.pdf Exhibit D - Proposed Amenity Schedule.pdf Exhibit E - Drainage Analysis.pdf Exhibit F - Geosyntec Final Review Comments 08-17-2020 signed.pdf Exhibit G - 5th DA Modification to Adamson Creek.pdf Exhibit H - Drainage Easement Phase 1A.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 10, 2020
Agenda Date: September 23, 2020
Prepared By: Dodie Selig, AICP, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approval of an Amendment to a previously approved PUD / a Rezoning (Ordinance 15-2020) of one (1) parcel from Brevard County (GU) to City of Cocoa (PUD) and incorporating into Phase One-C Final PUD / and a Preliminary Subdivision consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code with conditions.

BACKGROUND:

Project Information:
These three applications for Phase 1C (Exhibit A - Civil Plans and Exhibit B - Preliminary Plat) are

part of a larger project known as Adamson Creek. The project is located on the east side of Adamson Road and to the east of the previously developed phases 1A and 1B. (Exhibit C - Location Map) Phase 1C includes three (3) parcels of land identified by the Brevard County Property Appraiser as: 24-35-22-25-3, 24-35-22-00-257, and 24-35-22-00-10.

The Adamson Creek subdivision project was first developed as a Planned Unit Development (PUD) in 2005 consisting of 431 single-family homes on 178 acres with 44 acres of open space and amenities. Phase 1 was approved and recorded in 2006. Due to a slowdown in the market triggered by the recession, Phase1 was later broken down into 3 phases (1A, 1B and 1C) of which phase 1A was recorded in 2007 with 154 single-family homes.

On October 13, 2015 the City approved a Preliminary Subdivision for Phases 1B and 1C. The site work did not occur within the 1 year timeframe that the application was valid for. The property changed hands in April 2016 and again in January 2018 when the present owners, DR Horton, Inc., purchased the property. They resubmitted the subdivision for Phase 1B which was recorded on August 29, 2019. This application will include Phase 1C from the original Phase 1 along with an additional parcel of land containing 14.3 acres that was originally known as Phase 3.

Project Details:
This Phase 1C of the project contains 62.4 acres overall, with 55.55 acres of developable land (streets, houses, stormwater ponds and amenities) and 6.85 acres of wetland area and related buffer zone in Tract V. This phase will include 155 single-family homes on two streets wrapping around a stormwater pond in Tract H, which will be stocked with fish and have a dock/viewing platform along the west side. Also provided in this phase are a 10 station fitness course along a walking trail that runs the length of the west side of the stormwater pond in Tract I, an observation deck at the north end of the stormwater pond in Tract I, and a new walking trail around the south, east and north sides of Tract I. Three new tracts have been created: M-1 is open space, V is an area of wetlands, and W which is behind the lift station on Tract U.)

A revised amenities schedule was submitted along with phase 1C (Exhibit D - Proposed Amenities Schedule). The schedule lists all amenities in phases 1A, 1B and 1C along with completion timeframes. Two of the larger amenities tracts (Tract M and Tract L) are physically located in phase 1A but were allowed to be constructed once the developer began phase 1C. These are indicated on the amenities schedule and the Phase 1C plans. A revised 5th DA Modification for the amenities has been attached (Exhibit G - 5th DA Modification) and will need to be approved along with the amendment to the previously approved PUD and Ordinance 15-2020.

Future Land Use Designation: VLDR (Very Low Density Residential) and Conservation

Zoning District: PUD (Planned Unit Development)

Existing Land Use: Vacant Land

Council District: District 3 - Councilmember Don Boisvert

Overview of Surrounding Area:

	Future Land Use Des	Zoning Districts	Land Uses
North	RES 2 (Brevard Coun	AU and RR1 (Brevard County)	Single-Family Residential and Vacant Land
South	Low Density Resident Conservation (City)	PUD (City)	Single-Family Residential (Adamson Creek Phase 1A)
East	Low Density Resident Conservation (City)	PUD (City) and GU (Brevard County)	Single-Family Residence and Vacant Land (Adamson Creek Phase 1C)
West	RES 2 and PUB (Brev	GML(H) (Brevard County)	Single-Family Residential and Vacant Land (Brevard County Land Fill)

Preliminary Subdivision / Large Scale Site Plan Analysis

Consistency with Code of the City of Cocoa
The submitted application and plans have been reviewed by City staff for consistency with Chapter 18 Subdivisions and with Appendix A Zoning of the City of Cocoa Code and found to be in substantial compliance although a few issues remain to be addressed as detailed below.

The majority of the lots created by this subdivision are 50 feet in width and 120 feet in depth which equates to 6,000 sq.ft. of lot area. Lots on roadway curves are allowed a minimum width of 25 feet, and corner lots are required to be 15% larger than interior lots. This subdivision plat meets these requirements. There is no minimum lot size under PUD zoning. Minimum setbacks and distance separation between structures will be addressed when a building permit is applied for.

Floodplain and compensatory storage requirements were reviewed by Geosyntec Consultants on behalf of the City who have determined that the Phase 1C plans are in compliance with the City's Comprehensive Plan and Code. (Exhibit F - Geosyntec Final Review Comments)

A condition of the original PUD approval was the addition of lighting along the wetland trail and boardwalk in Tract M. The applicant has requested that they be allowed to not provide lighting along the walking path in Tract M as well as the path which surrounds the stormwater pond in Tract I, as it represents a liability they do not wish to assume. They propose instead to post signage at the entrance to the paths in Tract I and M indicating that it is only open from dawn to dusk. Staff has discussed the issue with the applicant and understands the concerns. As long as such signs are clearly posted at the access points to the trail, staff has no objection to requesting that Council remove that condition of the original PUD approval.

Another issue that was actually identified during the platting of phase 1B is also being resolved at this time. That pertained to the streets in Phase 1A, which were originally to be private roadways but were actually platted as public streets. No drainage easement was provided on that original 1A plat, therefore a new drainage easement has been provided to correct that issue (Exhibit H - Drainage Easement Phase 1A).

During the approval process of Phase 1B concerns were raised regarding water flow impacts on the property at 1685 Adamson Road. The applicant's engineer, Kenneth Ludwa, P.E. with B.S.E. Consultants, Inc. provided the City with a memorandum of analysis determining that the property would not be adversely impacted by stormwater runoff. (Exhibit E - Drainage Analysis)

The Assistant City Attorney has identified several items which need to be addressed. These have been added as

conditions of approval.

Consistency with Comprehensive Plan Policies and Objectives

Policy 1.1.10.3: Innovative land use development patterns, including PUDs and Cluster Zoning shall be permitted and encouraged in appropriate areas, as defined in the land development regulations.

Concurrency Management/Adequate Public Facilities

Wastewater

This project is connected to Brevard County sewer. The applicant provided notice from the County that the Brevard County South Central Regional WWTP has sufficient capacity for the proposed phases of Adamson Creek.

Stormwater Management

The Level of Service (LOS) for Stormwater Management is as follows:

Design Storm Event”	25-year frequency/24-hour duration event
On-site Stormwater Management:	Retention of the first one inch of rainfall for areas of more than one acre.
Stormwater Quantity:	Post development Stormwater runoff flow rates, quantities, peaks, and velocities shall be equal to or less than levels that existed prior to development.
Stormwater Quality:	No significant degradation of water quality in receiving water bodies.

A St Johns River Water Management District Permit for this project was issued on March 13, 2018 and a copy was provided to the City. This permit is valid through March 11, 2023.

Potable Water

The LOS for potable water is 122 gallons per capita per day (gpcd} per household. Based on the City of Cocoa EAR Population Projections report, the average permanent resident per dwelling unit is 2.35 per occupied unit. Thus, the average demand per household is estimated at 287 gpcd, and based on the 155 proposed dwelling units the overall demand is 44,485 gpcd.

The Dyal Plant provides potable for the City of Cocoa service area and it is currently permitted to operate at 48 million gallons per day (mgd). The maximum provision over the past twelve months is 34 mgd. Thus, there is sufficient capacity for Potable Water.

Solid Waste

The Level of Service (LOS) for the City of Cocoa is 1.2 tons of solid waste disposal per capita per

year, and residential collection LOS shall be 2 times per week per household with green waste and recyclables once per week. The City contracts with Waste Management for the provision of solid waste, and the projected solid waste generated will be collected consistent with the adopted level of service standards.

Roadways (Transportation)

The minimum LOS for SR501 (Adamson Road) is D.

The Space Coast TPO Traffic Counts Report for 2018 indicates that for the SR524 to Pine Rd segment of Adamson Road, the average annual daily traffic trips is 6,100 and it is classified as Urban Minor Collector. Based on the Current Maximum Acceptable Volume (17,700) established by the Space Coast TPO, there is sufficient capacity on Adamson Road to support this development.

Recreation

The Level of Service (LOS) for Recreation is 1.25 acres per 1,000 population.

Pursuant to the City of Cocoa Comprehensive Plan EAR (October 2010) Data and Analysis, there exists a surplus of 118.34 acres of parks, which was determined to be more than sufficient to meet the needs of the citizens through 2020. The City's current population is 18,833 which requires 23.54 acres of park and recreation facilities. The EAR identified the City as having 323.58 acres (including the 165.09 acres Cocoa Conservation Area) available for residents. Thus, the City has sufficient recreation/parks to support the project and maintain the adopted LOS.

Schools

A School Capacity Availability Determination Letter was received from the Brevard County School Board for this project. It indicates that there is sufficient capacity at both Fairglen Elementary and Cocoa Junior/Senior High School.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

On September 2, 2020, the Planning & Zoning Board recommended approval of this item and at the same time approved a Large Scale Site Plan for this project with the following condition:

1. The Large-Scale Site Plan shall not be effective until and unless the Final PUD/Preliminary Subdivision has been approved by City Council.

RECOMMENDED MOTION:

APPROVAL OF AN AMENDMENT TO A PREVIOUSLY APPROVED PUD / A REZONING (ORDINANCE 15-2020) OF ONE (1) PARCEL FROM BREVARD COUNTY (GU) TO CITY OF COCOA (PUD) AND INCORPORATING INTO PHASE ONE-C FINAL PUD / AND A PRELIMINARY SUBDIVISION consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code with the following conditions:

1. The Preliminary Subdivision, 5th DA Modification, and Drainage Easement for Phase 1A shall not be effective until/unless the amendment to the previously approved subdivision and rezoning to PUD for one parcel (Ordinance 15-2020) are approved.
2. Provide a revised Title Opinion with no date limitation to the search for property information.
3. Revise Plat note #5.C to read “An easement to the City of Cocoa and Brevard County for emergency access and maintenance over all private road rights-of-way, private drainage easement and storm water management tracts.”
4. Revise Plat note #9 to eliminate the last two sentences.
5. Revise Plat note #15 as requested by Brevard County to remove reference to the City.
6. Revise the Open Space calculations table (Plat and Civil plans) to remove the line “Required Open Space (25% of 62.4 acres) - 15.6”. Add a line indicating that 33.83 acres were provided in Phase 1A and B or provide the full open space table.
7. Provide a revised amenities schedule updating changes and including new tracts.
8. Remove the required condition from the original PUD approval that lighting be provided along the walking trail and boardwalk in Tracts M and I.
9. Provide drawing(s) of signage indicating that the walking trail around the stormwater pond in Tract I and in Tract M will only be open from dawn to dusk. Show location of said signs on civil plans.

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ORDINANCE NO. 15-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ADAMSON CREEK PLANNED UNIT DEVELOPMENT FINAL DEVELOPMENT PLAN FOR PHASE ONE-C; CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 14.3 ACRES, MORE OR LESS, AND GENERALLY LOCATED DIRECTLY WEST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "1" ATTACHED HERETO, FROM BREVARD COUNTY G-U (GENERAL USE DISTRICT) TO CITY OF COCOA PUD (PLANNED UNIT DEVELOPMENT DISTRICT) AND INCORPORATING THE PARCEL INTO THE ADAMSON CREEK FINAL DEVELOPMENT PLAN FOR PHASE ONE-C; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under Section 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, on June 14, 2005, the City Council approved the preliminary planned unit development plan for the property known as the Adamson Creek Phase One PUD and further adopted Ordinance 15-2005, which tentatively approved the PUD zoning for the Adamson Creek Phase One property, subject to approval of a final development plan; and

WHEREAS, on June 27, 2006, the City Council approved the final development plan for Adamson Creek Phase One, which the current owner of the property now desires to amend; and

WHEREAS, in addition, on July 25, 2006, the City Council adopted Ordinance 27-2006, which tentatively approved the PUD zoning for property that was intended to be known as Phase Three of the Adamson Creek PUD, subject to approval of a final development plan required to be approved within one year; and

WHEREAS, the final development plan for the Phase Three Adamson Creek property was never approved and, accordingly, the tentative PUD zoning lapsed; and

WHEREAS, the current owner of a portion of the property intended to be Phase Three of Adamson Creek now desires to amend the Adamson Creek Phase One final development plan to

incorporate such property within Phase One-C and simultaneously rezone the property described herein from Brevard County G-U to City of Cocoa PUD; and

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City Council desires to further permit the amendment of the final development plan for Adamson Creek Phase One-C, which shall incorporate the rezoned property ; 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. **Zoning Map Amendment.** That the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from Brevard County G-U (General Use) to City of Cocoa PUD (Planned Unit Development District) for the real property depicted and described on **Exhibit 1,** attached and incorporated herein by this reference, in accordance with the final development plan as kept on file with the City of Cocoa in File No. PZ-20-00100001. The City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

Section 3. **Amendment of Final Development Plan.** The final development plan for Adamson Creek Phase One, specifically Phase One-C, is hereby amended and superseded by the final development plan as kept on file with the City of Cocoa in File No. PZ-20-00100001. The new final development plan shall affect the real property depicted and described on **Exhibit 2**, attached and incorporated herein by this reference.

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. **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.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2020.

_____
JAKE WILLIAMS, JR., Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

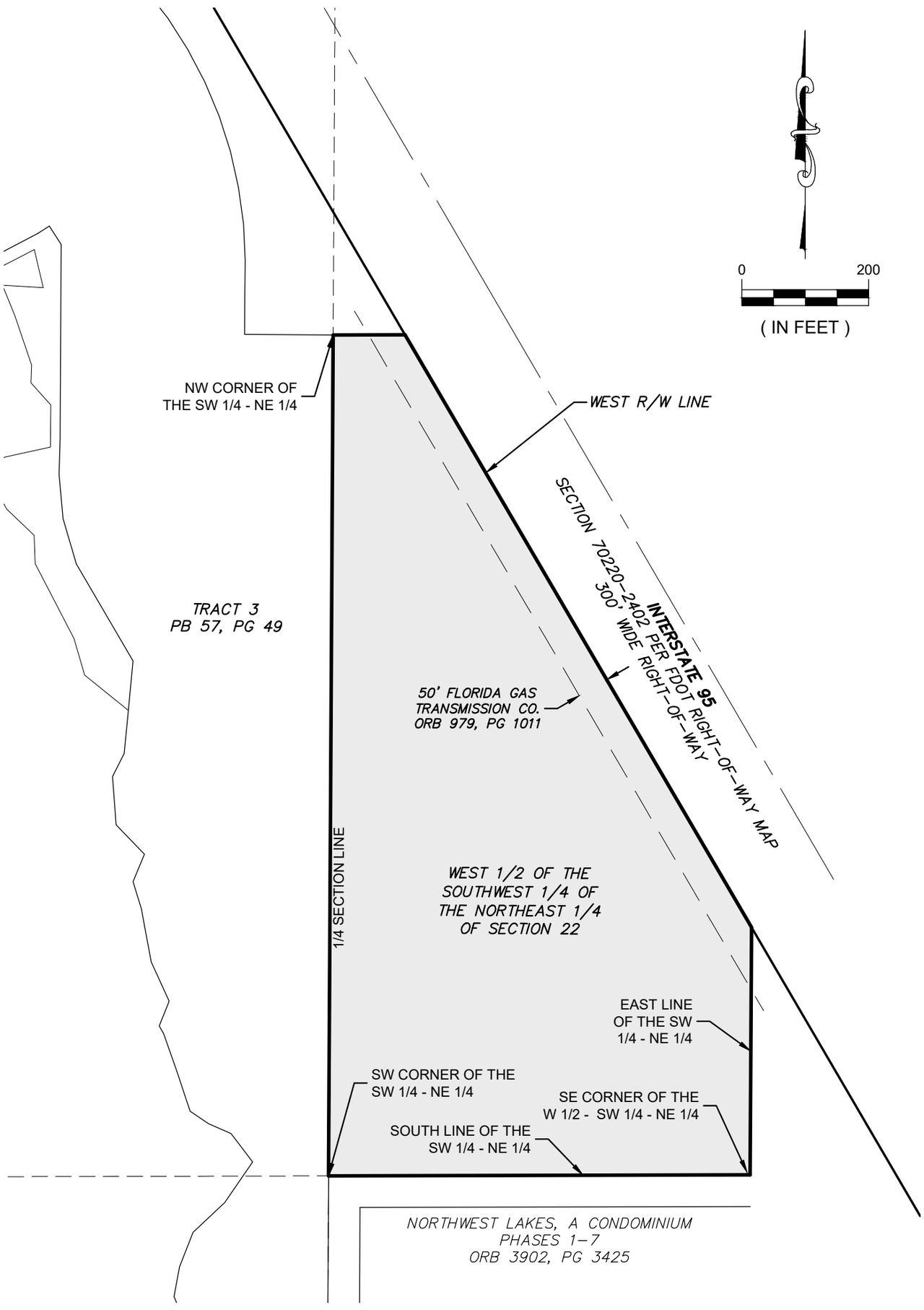
THIS IS NOT A BOUNDARY SURVEY, SKETCH OF DESCRIPTION ONLY

Exhibit 1

LEGAL DESCRIPTION

THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, EXCEPT ANY PART THEREOF COMPRISING A PORTION OF THE RIGHT OF WAY OF I-95, LYING IN BREVARD COUNTY, FLORIDA.

CONTAINING 14.3 ACRES MORE OR LESS.



B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 09/02/2020
DESIGN/DRAWN: KL/DRB
DRAWING# 1145302_100_005
PROJECT# 11453.02
SHEET 1 OF 1

H:\Projects Folder\11453.02\Drawings\1145302_100\1145302_100_005.dwg September 2, 2020 4:45:16 PM DB

Exhibit 2(a)

DESCRIPTION OF ADAMSON CREEK PHASE ONE-C

TRACT 3, ADAMSON CREEK PHASE ONE-A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER WITH THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 4 IN OFFICIAL RECORDS BOOK 8071, PAGE 1946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER ALSO WITH THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 95, ALL BEING IN SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT 3 AND RUN N89°54'29"E ALONG THE NORTH LINE OF SAID TRACT 3 AND THE NORTH LINE OF SAID PARCEL 4, A DISTANCE OF 646.75 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 4 AND A NON-TANGENT INTERSECTION WITH THE CURVED WEST BOUNDARY OF TRACT S OF SAID ADAMSON CREEK PHASE ONE-A, (SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID TRACT S); THENCE ALONG THE WEST LINE OF SAID TRACT S THE FOLLOWING NINETEEN (19) COURSES AND DISTANCES; (1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 5929.58 FEET, A CENTRAL ANGLE OF 2°24'50", A CHORD BEARING OF S24°45'17"E AND A CHORD LENGTH OF 249.79 FEET), A DISATNCE OF 249.81 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE WEST; (2) THENCE S89°54'29"W, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 81.82 FEET; (3) THENCE S00°16'59"W, A DISTANCE OF 143.93 FEET; (4) THENCE S07°22'26"E, A DISTANCE OF 42.82 FEET; (5) THENCE S24°41'05"E, A DISTANCE OF 42.91 FEET; (6) THENCE S41°49'05"E, A DISTANCE OF 44.27 FEET; (7) THENCE S45°59'00"E, A DISTANCE OF 310.00 FEET; (8) THENCE S46°35'43"E, A DISTANCE OF 51.50 FEET; (9) THENCE S42°35'28"E, A DISTANCE OF 58.27 FEET; (10) THENCE S37°36'39"E, A DISTANCE OF 58.27 FEET; (11) THENCE S32°37'51"E, A DISTANCE OF 58.27 FEET; (12) THENCE S27°39'03"E, A DISTANCE OF 58.27 FEET; (13) THENCE S22°40'15"E, A DISTANCE OF 58.27 FEET; (14) THENCE S17°41'27"E, A DISTANCE OF 58.27 FEET; (15) THENCE S12°42'39"E, A DISTANCE OF 58.27 FEET; (16) THENCE S07°43'51"E, A DISTANCE OF 58.27 FEET; (17) THENCE S02°45'02"E, A DISTANCE OF 58.27 FEET; (18) THENCE S00°59'32"W, A DISTANCE OF 50.97 FEET; (19) THENCE S00°19'09"W, A DISTANCE OF 64.50 FEET TO THE SOUTHWEST CORNER OF SAID TRACT S; THENCE S89°40'51"E ALONG THE SOUTH LINE OF SAID TRACT S, A DISTANCE OF 140.00 FEET TO THE NORTHWEST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE N89°53'14"E, ALONG THE NORTH LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, A DISTANCE OF 113.22 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID INTERSTATE 95; THENCE S30°19'39"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1081.98 FEET TO A POINT ON THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22; THENCE S00°19'09"W ALONG SAID EAST LINE, A DISTANCE OF 390.07 FEET TO SOUTHEAST CORNER OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22; THENCE S89°52'00"W ALONG THE SOUTH LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, A DISTANCE OF 664.77 FEET TO THE SOUTHWEST CORNER OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22 AND A POINT ON THE BOUNDARY LINE OF SAID TRACT 3; THENCE ALONG THE BOUNDARY LINE OF SAID TRACT 3 THE FOLLOWING SEVENTY (70) COURSES AND DISTANCES; (1) THENCE S00°19'09"W, A DISTANCE OF 1334.27 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 3; (2) THENCE N89°58'23"W, A DISTANCE OF 16.92 FEET; (3) THENCE N08°53'29"W, A DISTANCE OF 73.91 FEET; (4) THENCE N07°14'12"E, A DISTANCE OF 99.37 FEET; (5) THENCE N64°31'19"W, A DISTANCE OF 77.11 FEET; (6) THENCE S57°14'18"W, A DISTANCE OF 145.00 FEET; (7) THENCE S62°29'02"W, A DISTANCE OF 49.23 FEET; (8) THENCE S78°10'44"W, A DISTANCE OF 10.88 FEET; (9) THENCE N00°54'03"E, A DISTANCE OF 21.33 FEET; (10) THENCE N34°36'56"E, A DISTANCE OF 63.29 FEET; (11) THENCE N44°38'20"E, A DISTANCE OF

148.87 FEET; (12) THENCE N03°54'50"E, A DISTANCE OF 216.82 FEET; (13) THENCE N05°18'23"E, A DISTANCE OF 243.14 FEET; (14) THENCE N13°52'57"W, A DISTANCE OF 109.98 FEET; (15) THENCE N23°00'03"W, A DISTANCE OF 323.75 FEET; (16) THENCE N10°39'59"E, A DISTANCE OF 47.82 FEET; (17) THENCE N21°20'41"E, A DISTANCE OF 58.17 FEET; (18) THENCE N46°31'35"E, A DISTANCE OF 68.69 FEET; (19) THENCE N34°46'00"E, A DISTANCE OF 77.57 FEET; (20) THENCE N37°07'27”W, A DISTANCE OF 56.20 FEET; (21) THENCE N66°26'23"W, A DISTANCE OF 39.14 FEET; (22) THENCE N55°56'01"W, A DISTANCE OF 34.89 FEET; (23) THENCE N18°22'07"W, A DISTANCE OF 64.70 FEET; (24) THENCE N19°23'46”W, A DISTANCE OF 64.50 FEET; (25) THENCE N29°05'29”W, A DISTANCE OF 13.86 FEET; (26) THENCE N21°27'53"E, A DISTANCE OF 42.16 FEET; (27) THENCE N24°24'06”W, A DISTANCE OF 68.00 FEET; (28) THENCE N10°43'08”W, A DISTANCE OF 85.75 FEET; (29) THENCE N17°03'09”W, A DISTANCE OF 43.86 FEET; (30) THENCE N22°25'29"E, A DISTANCE OF 46.95 FEET; (31) THENCE N43°56'57”W, A DISTANCE OF 64.25 FEET; (32) THENCE N04°08'44”W, A DISTANCE OF 76.26 FEET; (33) THENCE N26°51'50"E, A DISTANCE OF 40.59 FEET; (34) THENCE N05°22'29"E, A DISTANCE OF 68.44 FEET TO THE SOUTHEAST CORNER OF TRACT M OF SAID ADAMSON CREEK PHASE ONE-A; (35) THENCE CONTINUE N05°22'29"E, A DISTANCE OF 78.28 FEET; (36) THENCE N30°19'31”W, A DISTANCE OF 176.97 FEET; (37) THENCE N16°17'17”W, A DISTANCE OF 74.28 FEET; (38) THENCE N05°06'44”W, A DISTANCE OF 70.34 FEET; (39) THENCE N01°33'15"E, A DISTANCE OF 54.19 FEET; (40) THENCE N00°19'09"E, A DISTANCE OF 308.03 FEET; (41) THENCE N32°30'23”W, A DISTANCE OF 34.60 FEET; (42) THENCE S57°29'37”W, A DISTANCE OF 21.75 FEET; (43) THENCE S62°13'24”W, A DISTANCE OF 55.19 FEET; (44) THENCE S64°10'33”W, A DISTANCE OF 55.38 FEET; (45) THENCE S60°13'10”W, A DISTANCE OF 51.18 FEET; (46) THENCE S55°43'48”W, A DISTANCE OF 47.85 FEET; (47) THENCE S50°48'57”W, A DISTANCE OF 47.85 FEET; (48) THENCE S45°54'05”W, A DISTANCE OF 47.85 FEET; (49) THENCE S40°59'13”W, A DISTANCE OF 47.85 FEET; (50) THENCE S36°04'22”W, A DISTANCE OF 47.85 FEET; (51) THENCE S33°22'16”W, A DISTANCE OF 49.85 FEET; (52) THENCE S33°21'57”W, A DISTANCE OF 50.00 FEET; (53) THENCE N56°43'06”W, A DISTANCE OF 120.00 FEET; (54) THENCE S33°21'57”W, A DISTANCE OF 29.95 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; (55) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 1°51'47", A CHORD BEARING OF S34°17'51”W, AND A CHORD LENGTH OF 3.25 FEET), A DISTANCE OF 3.25 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTHEAST; (56) THENCE S52°35'53"E ALONG SAID NON-TANGENT LINE, A DISTANCE OF 124.06 FEET; (57) THENCE S42°54'01"E, A DISTANCE OF 30.00 FEET; (58) THENCE S47°05'59”W, A DISTANCE OF 30.00 FEET; (59) THENCE N42°54'01”W, A DISTANCE OF 30.00 FEET; (60) THENCE S47°05'59”W, A DISTANCE OF 55.48 FEET; (61) THENCE S70°33'47”W, A DISTANCE OF 104.48 FEET; (62) THENCE S00°16'59”W, A DISTANCE OF 400.00 FEET; (63) THENCE S00°48'10"E, A DISTANCE OF 50.01 FEET; (64) THENCE S03°13'34”W, A DISTANCE OF 61.69 FEET; (65) THENCE S11°24'05”W, A DISTANCE OF 63.60 FEET; (66) THENCE N74°30'39”W, A DISTANCE OF 171.13 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT; (67) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 15°12'21", A CHORD BEARING OF N07°53'10"E, AND A CHORD LENGTH OF 72.77 FEET), A DISTANCE OF 72.98 FEET TO THE END OF SAID CURVE; (68) THENCE N00°16'59"E, A DISTANCE OF 7.00 FEET; (69) THENCE N89°43'01”W, A DISTANCE OF 140.00 FEET; (70) N00°16'59”E, A DISTANCE OF 2065.77 FEET TO THE POINT OF BEGINNING. CONTAINING 62.4 ACRES, MORE OR LESS.

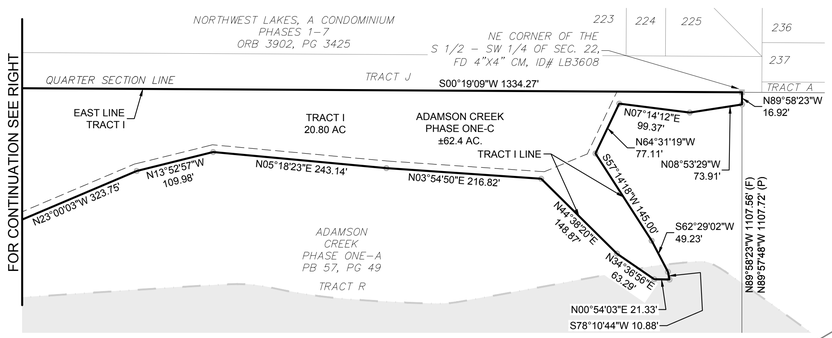
ADAMSON CREEK PHASE ONE-C

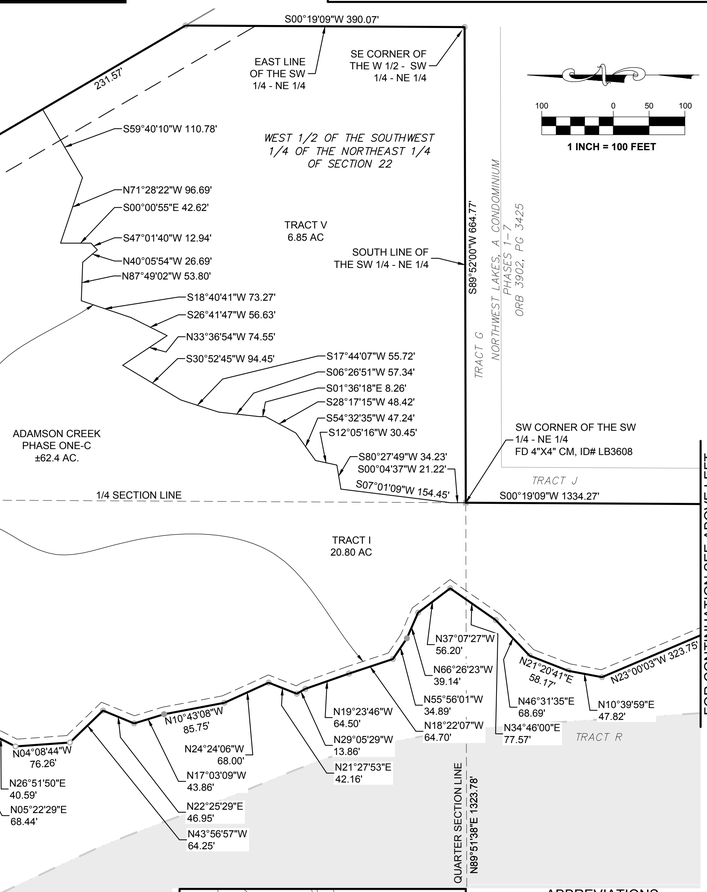
Exhibit 2(b)

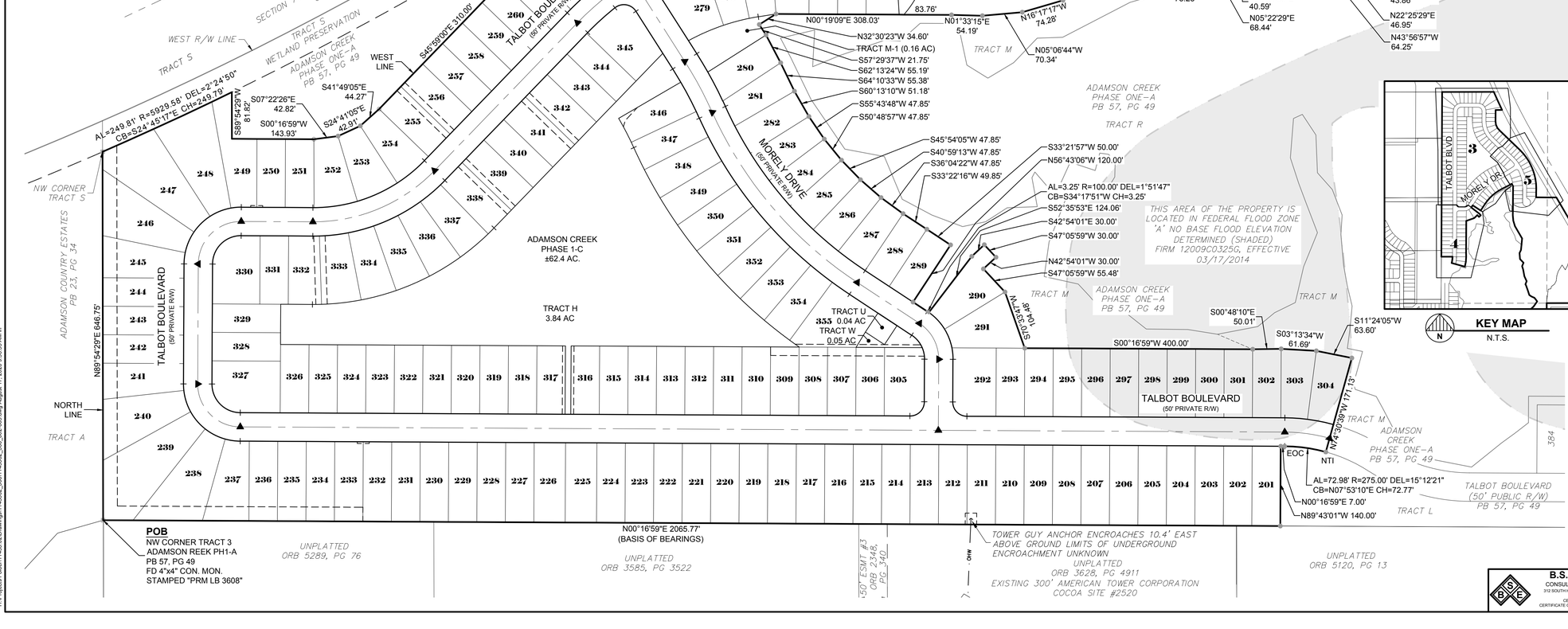
PLAT BOOK _____, PAGE _____
SHEET 2 OF 5
SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST

A REPLAT OF (TRACT 3, ADAMSON CREEK PHASE ONE-A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER WITH THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 4 IN OFFICIAL RECORDS BOOK 8071, PAGE 1946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER ALSO WITH THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST), CITY OF COCOA, BREVARD COUNTY, FLORIDA

PRELIMINARY PLAT







POB
NW CORNER TRACT 3
ADAMSON REEK PH1-A
PB 57, PG 49
FD 4"x4" CON. MON.
STAMPED "PRM LB 3608"

KEY MAP
N.T.S.

SURVEY SYMBOL LEGEND

- SECTION CORNER; MARKED AS NOTED
- 1/4 SECTION CORNER; MARKED AS NOTED
- FOUND (FD) 4"X4" CONCRETE MONUMENT (CM); STAMPED "PRM LB3608", UNLESS OTHERWISE NOTED
- FOUND (FD) 1/2" IRON ROD AND CAP (IRC); STAMPED "LB3608", UNLESS OTHERWISE NOTED
- SET PRM 5/8" IRON ROD AND CAP (IRC); STAMPED "PRM LB4905", UNLESS OTHERWISE NOTED
- PERMANENT CONTROL POINT(PCP); SET MAG NAIL AND DISK STAMPED "PCP LB4905", UNLESS OTHERWISE NOTED
- FLOOD ZONE

ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
(NR)	NOT RADIAL
AC	ACRES
AL	ARC LENGTH
BOC	BEGINNING OF CURVE
CB	CHORD BEARING
CDD	CENTRAL DRAINAGE DISTRICT
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
DEL	CENTRAL/DELTA ANGLE
DE	PRIVATE DRAINAGE EASEMENT
E	EAST
EOC	END OF CURVE
ESMT	EASEMENT
FD	FOUND
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FT	FOOT/FEET
LB	LICENSED BUSINESS
N	NORTH
NTI	NON-TANGENT INTERSECTION
NTS	NOT TO SCALE
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PKD	PARKER-KALEN NAIL AND DISK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PRC	POINT OF REVERSE CURVATURE
PG(S)	PAGE(S)
R	RADIUS
R/W	RIGHT-OF-WAY
SEC	SECTION
S	SOUTH
W	WEST

- THIS PLAT PREPARED BY -

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CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 08/17/2020
DESIGN/DRAWN: SMG/RMB
DRAWING#1145302_300_002-005
PROJECT# 11453.02

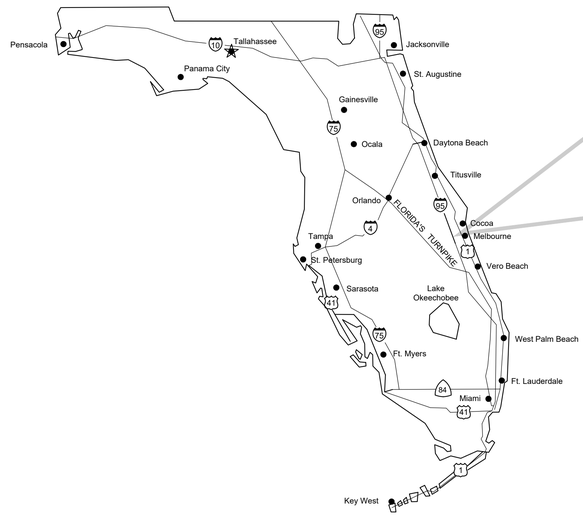
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ADAMSON CREEK

PHASE ONE-C

PRELIMINARY SUBDIVISION/FINAL PUD/LARGE SCALE SITE PLAN
SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST
CITY OF COCOA, BREVARD COUNTY, FLORIDA

SHEET INDEX		
SHEET #	**DRAWING #**	**SHEET TITLE**
1	1145302_400_001	COVER SHEET
2	1145302_400_002	SYMBOLS AND ABBREVATIONS
3	1145302_400_003	EXISTING CONDITIONS PLAN
3A	1145302_400_003A	OVERALL SITE PLAN WITH AMENITIES
3B	1145302_400_003B	AMENITIES DETAILS
4	1145302_400_004	OVERALL DRAINAGE PLAN
5	1145302_400_005	PAVING, GRADING, DRAINAGE AND AMENITIES PLAN
6	1145302_400_006	PAVING, GRADING, DRAINAGE AND AMENITIES PLAN
7	1145302_400_007	PAVING, GRADING, DRAINAGE AND AMENITIES PLAN
8	1145302_400_008	PAVING, GRADING, DRAINAGE AND AMENITIES PLAN
8A	1145302_400_008A	PAVING, GRADING, DRAINAGE AND AMENITIES PLAN
9	1145302_400_009	PAVING, GRADING, DRAINAGE AND AMENITIES ENLARGEMENT DETAILS
9A	1145302_400_09A	PAVING, GRADING, DRAINAGE AND AMENITIES ENLARGEMENT DETAILS
10	1145302_400_010	OVERALL UTILITY PLAN
11	1145302_400_011	UTILITY PLAN
12	1145302_400_012	UTILITY PLAN
13	1145302_400_013	UTILITY PLAN
13A	1145302_400_013A	UTILITY PLAN
14	1145302_400_014	ROADWAY PLAN AND PROFILE
15	1145302_400_015	ROADWAY PLAN AND PROFILE
16	1145302_400_016	ROADWAY PLAN AND PROFILE
17	1145302_400_017	ROADWAY PLAN AND PROFILE
18	1145302_400_018	GENERAL DETAILS
19	1145302_400_019	GENERAL DETAILS
20	1145302_400_020	FDOT DETAILS
21	1145302_400_021	FDOT DETAILS
22	1145302_400_022	BREVARD COUNTY PUBLIC WORKS ENGINIEERING STANDARD DEVELOPMENT NOTES
23	1145302_400_023	BREVARD COUNTY DETAILS
24	1145302_400_024	SANITARY SEWER LIFT STATION PUMP SPECIFICATIONS
25	1145302_400_025	CITY OF COCOA WATER TECHNICAL PROVISIONS
29	1145302_400_029	CITY OF COCOA WATER DETAILS
27	1145302_400_027	CITY OF COCOA WATER TECHNICAL PROVISIONS
28	1145302_400_028	CITY OF COCOA WATER DETAILS
29	1145302_400_029	CITY OF COCOA WATER DETAILS
30	1145302_400_030	STORM WATER POLLUTION PREVENTION PLAN (SWPPP)
	PRELIMINARY PLAT	
1	1145302_300_001	PRELIMINARY PLAT
2	1145302_300_002	PRELIMINARY PLAT
4	1145302_300_004	PRELIMINARY PLAT
4	1145302_300_004	PRELIMINARY PLAT
5	1145302_300_005	PRELIMINARY PLAT
	BOUNDARY SURVEY	
1	1145302_100_001	BOUNDARY SURVEY
	LANDSCAPE PLAN	
1	1145302_401_LS1	COVER SHEET
2	1145302_401_LS2	GENERAL LANDSCAPE PLAN AND NOTES
3	1145302_401_LS3	GENERAL LANDSCAPE PLAN
4	1145302_401_LS4	GENERAL LANDSCAPE PLAN AND DETAILS



LOCATION MAP
NTS

TRACT DATA TABLE / OPEN SPACE CALCULATION				
TRACT	**AREA (±ACRES)**	**AREA (±PERCENT)**	**USE**	**COMMON OPEN SPACE CREDIT (±ACRES)**
A-C	***1.30***	***0.67%***	***LANDSCAPE AMENITIES***	***0.77***
A	0.09	0.05%	LANDSCAPE AMENITIES	0.09
B	1.14	0.59%	LANDSCAPE AMENITIES	0.61
C	0.07	0.04%	LANDSCAPE AMENITIES	0.07
D-I	***36.95***	***19.15%***	***STORMWATER MANAGEMENT, OPEN SPACE AND RECREATIONAL AMENITIES***	***24.12***
D	1.59	0.82%	STORMWATER MANAGEMENT, OPEN SPACE AND RECREATIONAL AMENITIES	1.59
E	4.05	2.10%	STORMWATER MANAGEMENT, OPEN SPACE A ND RECREATIONAL AMENITIES *50% OF 48.26 = 24.13 (TOTAL USABLE POND)	4.05
F	2.44	1.26%	STORMWATER MANAGEMENT, OPEN SPACE AND RECREATIONAL AMENITIES *50% OF 48.26 = 24.13 (TOTAL USABLE POND)	2.44
G	4.23	2.19%	STORMWATER MANAGEMENT, OPEN SPACE AND RECREATIONAL AMENITIES *50% OF 48.26 = 24.13 (TOTAL USABLE POND)	4.23
H	3.84	1.99%	STORMWATER MANAGEMENT, OPEN SPACE AND RECREATIONAL AMENITIES *50% OF 48.26 = 24.13 (TOTAL USABLE POND)	3.84
I	20.80	10.78%	STORMWATER MANAGEMENT, OPEN SPACE AND RECREATIONAL AMENITIES *50% OF 48.26 = 24.13 (TOTAL USABLE POND)	7.97
J-W	***9.19***	***4.76%***	***OPEN SPACE AND RECREATIONAL AMENITIES***	***6.78***
J	0.34	0.18%	OPEN SPACE AND RECREATIONAL AMENITIES	0.34
K	0.30	0.16%	OPEN SPACE AND RECREATIONAL AMENITIES	0.30
L	0.96	0.50%	OPEN SPACE AND RECREATIONAL AMENITIES	0.96
M	7.14	3.70%	OPEN SPACE AND RECREATIONAL AMENITIES	4.73
M-1	0.16	0.08%	DRAINAGE, OPEN SPACE AND RECREATION AMENITIES	0.16
N	0.15	0.08%	OPEN SPACE AND RECREATIONAL AMENITIES	0.15
O	0.14	0.07%	OPEN SPACE AND RECREATIONAL AMENITIES	0.14
W	0.05	0.03%	OPEN SPACE AND RECREATIONAL AMENITIES	0.05
P-V	***65.79***	***34.10%***	***CONSERVATION OF PRESERVED WETLANDS AND UPLANDS/PASSIVE RECREATIONAL USE***	***16.57***
P	3.55	1.84%	UPLAND AND WETLAND OPEN SPACE	1.96
Q	6.29	3.26%	UPLAND AND WETLAND OPEN SPACE	1.57
R	45.05	23.35%	UPLAND AND WETLAND OPEN SPACE	8.94
S	4.05	2.10%	UPLAND AND WETLAND OPEN SPACE	2.00
V	6.85	3.55%	UPLAND AND WETLAND OPEN SPACE	2.10
T-U	***0.14***	***0.07%***	***LIFT STATIONS***	***0.00***
T	0.10	0.05%	LIFT STATIONS	0.00
U	0.04	0.02%	LIFT STATIONS	0.00
1	***0.69***	***0.36%***	***R E TAINED BY THE D E V E LOPER***	***0.00***
1	0.69	0.36%	RETAINED BY THE DEVELOPER	0.00
N/A	***63.46***	***32.89%***	***RESIDENTIAL DEVELOPMENT (406 LOTS)***	***0.00***
N/A	***15.44***	***8.00%***	***ROAD RIGHT-O F -WAY***	***0.00***
	48.24	25.00%	TOTAL RECREATION COMMON OPEN SPACE	48.24
	192.96	***100.00%***	**TOTAL PUD BOUNDARY**	**192.96**
		25.00%	**REQUIRED OPEN SPACE (25% OF 192.96 AC = 48.24 acres)**	**48.24**
		25.00%	**PROVIDED COMMON OPEN SPACE**	**48.24**

*50% OF 48.24 = 24.12 (TOTAL USABLE POND)

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VERTICAL DATUM: NGVD29
CONVERSION FROM NGVD29 TO NAVD88: SUBTRACT 1.38' FROM NGVD29

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BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

1	
2	
3	
4	
5	
6	
1	CITY COMMENTS
2	CITY COMMENTS 08/10/2020
3	CITY COMMENTS 07/24/2020

DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE
ADAMSON CREEK PHASE ONE-C

SHEET TITLE
COVER SHEET

PROJECT NO.
11453.02

DRAWING NO.
1145302_400_001

SHEET
1 of 35

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

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LANDSCAPE SYMBOL LEGEND

- CABBAGE PALM TREE
- PALM TREE
- PINE TREE
- OAK TREE
- TREE LINE
- SHURB 1
- SHRUB 2

IRRIGATION SYMBOL LEGEND

- SPRINKLER
- RAINBIRD 1/4
- RAINBIRD 1/2
- RAINBIRD 3/4
- RAINBIRD FULL

LINE TYPES

- BEL — EXISTING BURIED ELECTRIC
- BTL — EXISTING BURIED TELEPHONE
- CATV — EXISTING CABLE TV
- X — FENCE (TYPE, HEIGHT AS NOTED)
- FM — EXISTING FORCE MAIN (SIZE, TYPE AS NOTED)
- FO — EXISTING FIBER OPTIC
- GAS — EXISTING GAS LINE
- IRR — EXISTING IRRIGATION (SIZE, TYPE AS NOTED)
- OHE — EXISTING OVERHEAD ELECTRIC
- OHU — EXISTING OVERHEAD UTILITY
- RM — EXISTING REUSE MAIN (SIZE, TYPE AS NOTED)
- SF — SILT FENCE
- SS — EXISTING SANITARY SEWER (SIZE, TYPE AS NOTED)
- WM — EXISTING WATER MAIN (SIZE, TYPE AS NOTED)
- CENTERLINE
- BASIN BOUNDARY
- COLUMN / WALL
- GUARD RAIL
- TREE LINE
- DRAINAGE PIPE (SIZE, TYPE AS NOTED)

SYMBOL LEGEND

- EXISTING SANITARY MANHOLE
- EXISTING MANHOLE (TYPE NOTED)
- PROPOSED MANHOLE
- TYPE 2 INLET
- TYPE 3 INLET
- TYPE 4 INLET
- TYPE 5 INLET
- CATCH BASIN
- YARD DRAIN
- FLARED END SECTION
- MITERED END SECTION
- EXISTING GATE VALVE
- PROPOSED GATE VALVE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING BLOW-OFF
- PROPOSED BLOW-OFF ASSEMBLY WITH GATE VALVE
- EXISTING FIRE DEPT. CONNECTION
- PROPOSED FIRE DEPT. CONNECTION
- EXISTING WATER METER
- PROPOSED WATER METER
- EXISTING WATER SERVICE
- PROPOSED WATER SERVICE
- EXISTING REUSE SERVICE
- PROPOSED REUSE SERVICE
- SANITARY SERVICE
- STUB OUT
- EXISTING AIR RELEASE VALVE
- AIR RELEASE VALVE
- EXISTING CLEAN OUT
- CLEAN OUT
- CROSS TEE
- TEE
- BACK FLOW PREVENTION DEVICE
- REDUCER
- POST INDICATOR VALVE
- UTILITY RISER
- CONCRETE POWER POLE
- WOOD UTILITY POLE
- GUY WIRE
- GUY POLE
- EXISTING LIGHT POLE
- PROPOSED LIGHT POLE
- EXISTING SIGN
- PROPOSED SIGN
- DIRT PAD ELEVATION
- FINISHED FLOOR ELEVATION
- TYPE A LOT DRAINAGE
- TYPE B LOT DRAINAGE
- (12) LOT NUMBER
- FLOW ARROW

ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
(C)	CALCULATED DIMENSION
(D)	DEED DIMENSION
(F)	FIELD MEASURED DIMENSION
(M)	METER(S)
(NR)	NOT RADIAL
(P)	PLAT DIMENSION
A/C	AIR CONDITIONER
AC	ACRES
ADS	ADVANCED DRAINAGE SYSTEMS (CPP)
AL	ARC LENGTH
ARV	AIR RELEASE VALVE
AVE	AVENUE
BLVD	BOULEVARD
BM	BENCH MARK
BVC	BEGIN VERTICAL CURVE
BVP	BEGIN VERTICAL PROFILE
C/L	CENTERLINE
C/O	CLEAN OUT
CA	CENTRAL ANGLE
CATV	CABLE TELEVISION
CB	CHORD BEARING
CBS	CONCRETE BLOCK STRUCTURE
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
COR	CORNER
CPP	CORRUGATED PLASTIC PIPE
DE	DRAINAGE EASEMENT
DEL	DELTA/CENTRAL ANGLE
DI	DITCH INLET/ CATCH BASIN
DIP	DUCTILE IRON PIPE
DS	DRAINAGE STRUCTURE
E	EAST
EG	EXISTING GROUND
ELEC	ELECTRIC
EL/ELEV	ELEVATION
EOP	EDGE OF PAVEMENT
EOW	EDGE OF WATER
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
ESMT	EASEMENT
EVC	END VERTICAL CURVE
EVP	END VERTICAL PROFILE
EX	EXISTING
FD	FOUND
FDC	FIRE DEPARTMENT CONNECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FES	FLARED END SECTION
FFE	FINISHED FLOOR ELEVATION
FH	FIRE HYDRANT
FL	FLOW LINE
FM	FORCE MAIN
FPL	FLORIDA POWER AND LIGHT
FT	FEET
GLO	GENERAL LAND OFFICE
GR	GROUND
GV	GATE VALVE(S)
H/C	HANDICAP
HP	HIGH POINT
HWY	HIGHWAY
ID#	IDENTIFICATION NUMBER
INV	INVERT
IP	IRON PIPE
IPC	IRON PIPE AND CAP
IR	IRON ROD
IRC	IRON ROD AND CAP
JCT	JUNCTION
LF	LINEAR FEET
L	LEFT
LP	LOW POINT

ABBREVIATIONS

LS	LANDSCAPE
LWP	LIGHTER WOOD POST
MAX	MAXIMUM
MES	MITERED END SECTION
MH	MANHOLE
MHW	MEAN HIGH WATER
MI	MILE(S)
MIN	MINIMUM
N	NORTH
N&D	NAIL AND DISK
NAVD88	NORTH AMERICAN VERTICAL DATUM 1988
NGVD29	NATIONAL GEODETIC VERTICAL DATUM 1929
NG	NATURAL GROUND
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
NWL	NORMAL WATER LEVEL
OHE	OVERHEAD ELECTRIC/ UTILITY
OR/ORB	OFFICIAL RECORDS BOOK
P/L	PROPERTY LINE
PAVT	PAVEMENT
PB	PLAT BOOK
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PD&UE	PUBLIC DRAINAGE AND UTILITY EASEMENT
PDE	PUBLIC DRAINAGE EASEMENT
PG(S)	PAGE(S)
PGL	PROPOSED GRADE LINE
PK	PARKER-KALEN
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
POL	POINT ON LINE
PP	POWER/UTILITY POLE
PR	PRIVATE
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE PIPE
PVI	POINT OF VERTICAL INTERSECTION
R	RADIUS/RIGHT
R/W	RIGHT-OF-WAY
RAD	RADIAL
RB	RADIAL BEARING
RCP	REINFORCED CONCRETE PIPE
REF	REFERENCE
RGE	RANGE
RM	REUSE MAIN
RND	ROUND
RPB	ROAD PLAT BOOK
RR	RAILROAD
S	SOUTH
SEC	SECTION
SF	SQUARE FOOT
SMH	SEWER MANHOLE
SPK	SPIKE
SS	SANITARY SEWER
ST	STREET
STA	STATION
SVC	SERVICE
SW	SIDEWALK
TEL	TELEPHONE
TOB	TOP OF BANK
TOE	TOE OF SLOPE
TWP	TOWNSHIP
TYP	TYPICAL
UE	UTILITY EASEMENT
UG	UNDERGROUND
UTIL	UTILITY
W	WEST
WM	WATER MAIN

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STATE OF FLORIDA, No. 41951

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7 CITY COMMENTS	08/19/20
8 CITY COMMENTS 08/10/2020	08/13/20
9 CITY COMMENTS 07/24/2020	07/31/20
DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

SYMBOLS AND ABBREVATIONS

PROJECT NO.

11453.02

DRAWING NO.

1145302_400_002

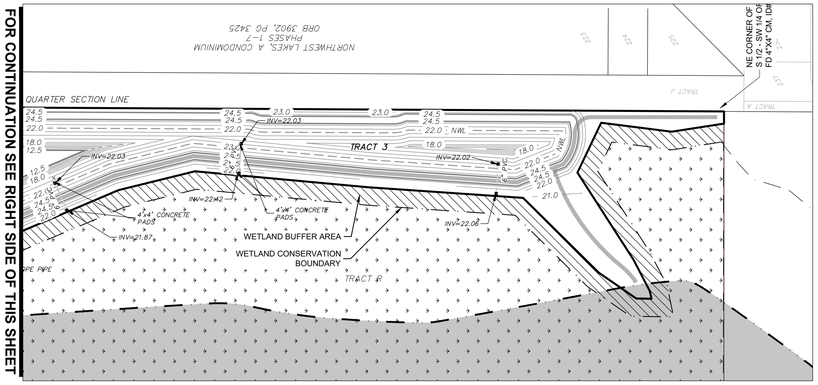
SHEET

2 of 35

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FOR CONTINUATION SEE RIGHT SIDE OF THIS SHEET



NOTES:

1. PONDS 5 AND 6 HAVE BEEN CONSTRUCTED DURING PHASE ONE-A.
2. NO CLEARING OR CONSTRUCTION IS ALLOWED WITHIN THE WETLAND CONSERVATION AREA.
3. INSTALL INLET PROTECTION ON ALL INLETS.
4. CITY OF COCOA ZONING: ARTICLE XI, SECTION 17 - PLANNED UNIT DEVELOPMENT DISTRICT (PUD)
5. TOTAL ACRES = 62.4 AC
6. REFER TO DRAINAGE STRUCTURE TABLE ON SHEET 9 FOR INFORMATION ON EXISTING DRAINAGE STRUCTURES WITHIN PHASE 1C SUBDIVISION.
7. REFER TO SHEETS 6-8 FOR INFORMATION ON EXISTING DRAINAGE STRUCTURES IN POND #5.

LEGEND

- STORM SEWER
- WATER MAIN
- REUSE MAIN
- SANITARY MAIN
- SANITARY FORCE MAIN
- BOUNDARY LINE
- FLOOD ZONE
- WETLAND AREA / CONSERVATION AREA
- WETLAND BUFFER AREA / CONSERVATION AREA
- COMMON CONCRETE SIDEWALK
- FLOOD ZONE
- 269 — LOT NUMBER
- ×27.07 — EXISTING ELEVATION
- NWL — NORMAL WATER LEVEL

50' FLORIDA GAS TRANSMISSION CO. ORB 979, PG 1011

WEST R/W LINE

NORTHWEST LAKES, A CONDOMINIUM PHASES 1-7 ORB 3902, PG 3425

WETLAND BUFFER AREA

WETLAND CONSERVATION BOUNDARY

EXISTING ELEVATIONS ARE FROM LIDAR DATA

EXISTING POND #5
NWL=22.00
TOB = 24.50
ANNUAL 24HR PEAK = 22.90
10YR 24HR PEAK = 23.27
25YR 24HR PEAK = 23.46
100YR 24HR PEAK = 23.78

TRACT 3

3' WIDE CONCRETE FLUME

EX X-MES-58
RIM=-39.93
NW INV=15.03

53 LF 30" RCP

143 LF 54" RCP

TRACT M
PB 57, PG 49-59

TRACT LINE

EX X-DS-53A
RIM=25.50
W INV=15.80
SE INV=15.80

EX X-MES-53A
RIM=-9.09
E INV=15.87
S

63 LF 54" RCP

EXISTING POND #6
NWL = 22.00
TOB = 25.20
ANNUAL 24HR PEAK = 22.96
10YR 24HR PEAK = 23.76
25YR 24HR PEAK = 24.25
100YR 24HR PEAK = 25.19

TRACT 3

EX X-DS-50A
RIM=24.65
S INV=17.49
E INV=17.49

4' WIDE CONCRETE FLUME

EX X-MES-44
RIM=--9.45
SW INV=16.05

177 LF 30" RCP

126 LF 48" RCP

EX X-DS-44
RIM=27.10
NE INV=16.11
S INV=16.11

165 LF 36" RCP

EX X-DS-46
RIM=24.80
E INV=16.48
N INV=16.48
W INV=20.15

EXISTING DITCH NOT TO BE DISTURBED

UNPLATTED
EXISTING ELEVATIONS ARE FROM LIDAR DATA
ORB 5289, PG 76

ORB 3585, PG 3522

TOWER GUY ANCHOR ENCROACHES 10.4' EAST ABOVE GROUND LIMITS OF UNDERGROUND ENCROACHMENT UNKNOWN

EXISTING 300' AMERICAN TOWER CORPORATION COCOA SITE #2520

AMERICAN TOWER CORPORATION COCOA SITE #2520

50' ESMT #3 ORB 2348, PG 340

UNPLATTED
ORB 5120, PG 13

EXISTING ELEVATIONS ARE FROM LIDAR DATA

THIS AREA OF THE PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE 'A' NO BASE FLOOD ELEVATION DETERMINED (SHADED) FIRM 12009C0325G, EFFECTIVE 03/17/2014

ADAMSON CREEK PHASE ONE-A PB 57, PG 49

ADAMSON CREEK PHASE ONE-C PB 57, PG 50

BUBBLE UP CB-5C TOP OF GRATE EL=23.15 W.INV.=16.90' SUMP EL =14.85'

RIP-RAP COLLAR AROUND DRAINAGE STRUCTURE

BUBBLE UP CB-5C TOP OF GRATE EL=23.15'ON 22, Y LB3608

4'x4' CONCRETE PADS

CENTERLINE OF 3' WIDE CONCRETE FLUME INV=22.22'

EXISTING RUBBLE WEIR ELEV=22.85

CENTERLINE OF 3' WIDE CONCRETE FLUME INV=22.32

CENTERLINE OF 3' WIDE CONCRETE FLUME INV=22.38

15" R.C.P.

MES INV.= 22.47'

TRACT 3

INV=22.01

40" HDPE PIPE

MES INV.= 22.99'

EX. RM 6" PVC (DR-18)

EX. FM 8" PVC (C900 DR-18)

EX. SANITARY 8" PVC (SDR-35)

EX. WM 8" PVC (DR-18)

EX. SANITARY MANHOLE

DS-33

DS-34

DS-35

DS-36

QUARTER SECTION LINE

TRACT R

TRACT J

TRACT A

PB 23, PG 34

FOR CONTINUATION SEE TOP LEFT OF THIS SHEET

100 0 50 100

(IN FEET)

VERTICAL DATUM: NGVD29

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HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

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⚠ CITY COMMENTS	08/19/20
⚠ CITY COMMENTS 08/10/2020	08/13/20
⚠ CITY COMMENTS 07/24/2020	07/31/20
DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

EXISTING CONDITIONS PLAN

PROJECT NO.
11453.02

DRAWING NO.
1145302_400_003

SHEET
3 of 35

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FITNESS COURSE NOTE:

10-STATION FITNESS COURSE SHALL BE SUPERIOR PLAYGROUNDS MODEL 60019400XX OR EQUIVALENT, INCLUDING THREE LARGE INSTRUCTIONAL SIGNS AND THE FOLLOWING STATIONS.

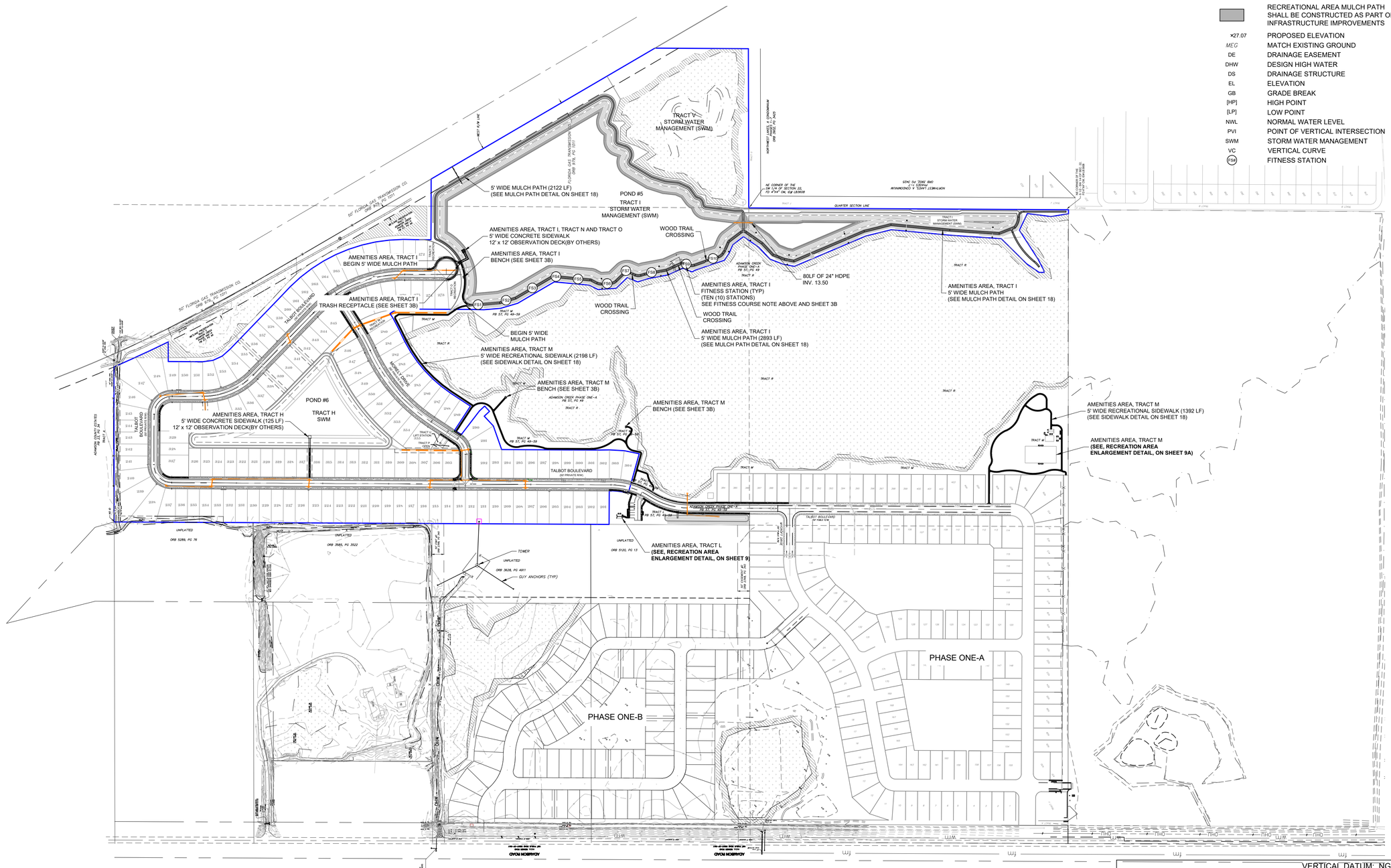
- (FS1) VERTICAL LADDER
- (FS2) BEAM JUMP
- (FS3) STRETCHING POST
- (FS4) PULL-UP AND CHIN-UP BARS
- (FS5) JUMP TOUCH BEAM
- (FS6) PARALLEL BARS
- (FS7) SIT-UP BENCH
- (FS8) SPRING-UP BARS
- (FS9) HORIZONTAL LADDER
- (FS10) BALANCE BEAM

NOTES:

1. PONDS 5 AND 6 HAVE BEEN CONSTRUCTED DURING PHASE ONE-A.
2. NO CLEARING OR CONSTRUCTION IS ALLOWED WITHIN THE WETLAND CONSERVATION AREA.
3. INSTALL INLET PROTECTION ON ALL INLETS.
4. SEE SHEET 18 FOR PAVEMENT DETAILS.
5. SEE SHEET 19 FOR TYPICAL LOT GRADING DETAILS.
6. SEE SHEET 20 FOR FDOT DRAINAGE STRUCTURE DETAILS.
7. SEE ENLARGEMENT DETAILS ON SHEET 9 FOR SIGNAGE AND PAVEMENT MARKING CALLOUTS.
8. SEE SHEET 9 FOR DRAINAGE STRUCTURE TABLE.
9. SEE SHEET 3B FOR ADDITIONAL AMENITIES INFORMATION.

LEGEND

- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- WM — PROPOSED WATER MAIN
- RM — PROPOSED REUSE MAIN
- FM — PROPOSED SANITARY FORCE MAIN
- 269 — LOT NUMBER
- DRAINAGE BASIN LINE
- PROPERTY LINE
- BUILDING SETBACK
- SF — SILT FENCE
- WETLAND CONSERVATION AREA
- WETLAND BUFFER CONSERVATION AREA
- COMMON AREA CONCRETE SIDEWALKS SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS
- HOME BUILDER AREA CONCRETE SIDEWALKS SHALL BE CONSTRUCTED AS PART OF HOME CONSTRUCTION
- RECREATIONAL AREA SIDEWALKS SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS
- RECREATIONAL AREA MULCH PATH SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS
- ×27.07 — PROPOSED ELEVATION
- MEG — MATCH EXISTING GROUND
- DE — DRAINAGE EASEMENT
- DHW — DESIGN HIGH WATER
- DS — DRAINAGE STRUCTURE
- EL — ELEVATION
- GB — GRADE BREAK
- [HP] — HIGH POINT
- [LP] — LOW POINT
- NWL — NORMAL WATER LEVEL
- PVI — POINT OF VERTICAL INTERSECTION
- SWM — STORM WATER MANAGEMENT
- VC — VERTICAL CURVE
- (FS#) — FITNESS STATION



200 0 100 200

(IN FEET)

VERTICAL DATUM: NGVD29

VERTICAL DATUM: NGVD29
CONVERSION FROM NGVD29 TO NAVD88: SUBTRACT 1.38' FROM NGVD29

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1 CITY COMMENTS	08/19/20
2 CITY COMMENTS 08/10/2020	08/13/20
3 CITY COMMENTS 07/24/2020	07/31/20
DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

OVERALL SITE PLAN WITH AMENITIES

PROJECT NO.
11453.02

DRAWING NO.
1145302_400_003A

SHEET
3A of 35

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Landscape Forms Inc. Petoskey Trash Receptacle

Share Comment Bookmark

Product Description CAD/BIM Files User Reviews/Comments





Product Website

Product Description

Like the prized coral fossil stone that shares its names, Petoskey is pleasing to the eye...and solid as a rock. Petoskey is engineered for active commercial and institutional spaces and has become a favorite for courtyards, city parks, university campuses, mixed use retail areas and transportation hubs.

- 30-gallon capacity litter receptacle; polyethylene liner included
- Choice of tube support or hinged lid style
- Receptacle formed of 11-gauge steel; Ash Urn of 14 guage.
- Hinged lid receptacle may be specified with signage/special openings to designate collection of waste or recyclables
- Signage printed on high performance, exterior grade, UV protected vinyl - mounted securely to each unit
- Click here to view standard signage choices
- Receptacle with 3in. o.d. steel tube support may be surface mount or embedded
- Hinged lid receptacle and ash urn: freestanding/surface mount or embedded
- Metal parts finished with Pangard II® powdercoat available in standard colors
- Optional powdercoat colors available for an upcharge

Product Details

CSI Division:	32 33 23
CSI Division Title:	Site Trash and Litter Receptacles
Manufacturer's Brochure:	http://www.landscapeforms.com/en-US/LFlibrochures/PetoskeyLitterAsh.pdf
Product Cut Sheet/Specs/Demo:	http://www.landscapeforms.com/en-US/Product%20Data/LF_PetoskeyLitter_ProductData.pdf

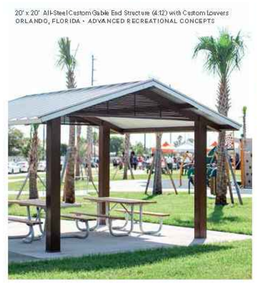
Related Keywords

Clear Floor Space Clear Ground Space Essential Container Operable Part (Control) Outdoor Constructed Feature Reach Range Trash Can (Outdoor)

Related Section Numbers









ROOFING OPTIONS

- 24 Ga. R-Panel Roofing
- 24 Ga. Medallion Lok S.S.
- 26 Ga. Medallion Lok S.S.*
- 29 Ga. Max-Rib Metal Roofing*
- Fiberglass Shingles*
- Cedar Shingles*

Metal roof panels are furnished pre-cut.

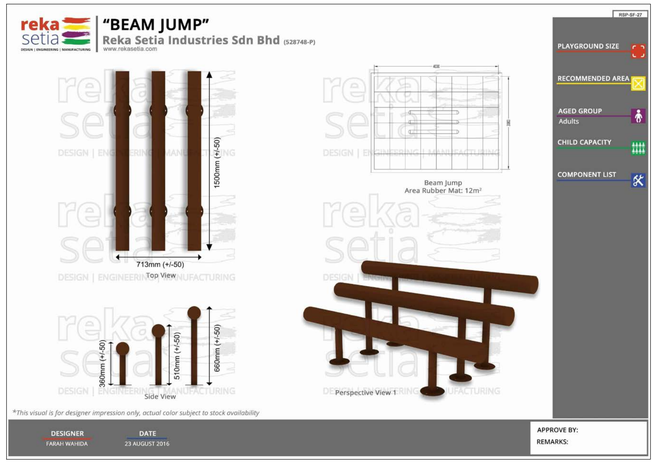
**Requires T&G sub decking.*

OPTIONS & ACCESSORIES

- Ornamental Lattice & Handrails
- Ornamental Corner Bracing
- Column Upgrades
- Cupolas
- Weathervanes
- Base Shoe Covers
- Roof and Frame Colors
- Duo-Top & Tri-Top Roof Systems
- Electrical Access Holes
- Gutters & Downspouts
- Lightning Protection
- Sealed Engineering

ASK US ABOUT OUR EXTREME SPORTS COVERS (MODEL 9050)!

Midwest Recreation Products
(866) 830-9196 funandrecreation.com



Fitness


Parallel Bars


Pull/Chin Up Bars


Stretching Post


Jump Touch Beam


Balance Beam


Horizontal Ladder


Spring Up Bars


Sit Up Bench

Description	
10 Station Course***	6001940XX
10 Station Course Sign Package	6001951XX
Parallel Bars	6001940XX
Parallel Bars Sign Package	6001945XX
Vertical Ladder	6001940XX
Vertical Ladder Sign Package	6001945XX
Pull/Chin Up Bars	6001940XX
Pull/Chin Up Bars Sign Package	6001945XX
Stretching Post	6001940XX
Stretching Post Sign Package	6001945XX
Beam Run	6001940XX
Beam Run Sign Package	6001945XX
Jump Touch Beam	6001940XX
Jump Touch Beam Sign Package	6001945XX
Sit-up Bench	AFT13972XX
Sit-up Bench Sign Package	6001945XX
Balance Beams	6001940XX
Balance Beams Sign Package	6001945XX
Horizontal Ladder	6001940XX
Horizontal Ladder Sign Package	6001945XX
Spring Up Bars	6001941XX
Spring Up Bars Sign Package	6001946XX

Fitness Course

The Fitness Course is designed to provide levels of challenge for older children and adults. Available signage explains the various events and gives suggestions for physical programs and warm-up/cool-down routines. The events can be laid out as shown, along a pathway, or configured to fit your area. The same high quality materials used in playground equipment are used to build the Fitness Course - providing the same strength and durability!

Playground Equipment .com

Curved Post Straight Rung Vertical Ladder



Meets National Standards for: ✓ **ASTM** F1487-17 ✓ **CPSC** Guidelines #325

Product Description

The Curved Post Straight Rung Vertical Ladder is a durable metal climber built of stainless steel. The galvanized posts and rungs are sure to stand up to years of exposure to wind, rain, and snow. And the bright colors of this commercial-grade playground equipment are available as displayed or, with longer lead times, possible to customize to a unique scheme of your choosing. Imagine the ladder decked out in your school's colors or featuring tones chosen after a vote by the student body. Climbing gets the blood pumping and exercises large muscles in the core, legs, and arms. Kids engage their gross motor skills on structures like this ladder, which are critical to develop for the sake of better motion control, balance, and posture. The bars are properly spaced apart, making it easy for children across a range of ages to reach the rungs and begin scurrying up and down.

Product Specifications

Model Number: PGS034
Age Range: 5-12 years
Child Capacity: 2-5
Fall Height: 96"
Post Diameter: 4.5-inch
Product Type: Get Physical
Safety Zone: 12' 5" x 16' 3"

Florida Playground & Steel Co.

Tampa Bay: (813) 247-2812
Nationwide: (800) 444-2655
sales@fla-playground.com

HOME RESIDENTIAL COMMERCIAL PLAYGROUND FURNISHING PARTS & ACCESSORIES CONTACT US

Grills

Our high quality grills are exactly what your public or private hangout area needs. Nothing gets family and friends together like a grill out. Be sure to ask about our options to ensure that you are getting exactly what you want from your grill.

Standard Grill

Campfire Grills with High Heat Powder Coat
- offers 360 square inches (20" x 18") of cooking area – includes 8" x 18" Back plate. It features a 4-position grate, 2 3/8" pipe base Bolted to Grill. Grate is 18" x 20" and is coated in a heat-resistant powder coating.

2-3/8" Round Steel Tubing, 11 ga. Steel Plate
- Surface mount - pole is 30.5" in length and has 12" plate with 4 holes to anchor and plate to bolt grill on
- Inground Mount - pole is 48.3" in length (17.8 in cement in ground)

High temp. Powder Coat (Grill, Grate and Pole)

Prices do not include shipping
No installation



Florida Playground & Steel Co.

Swing Sets are Just the Beginning!

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Ultra Play 5 ft. Galvanized Commercial Park Double Sided Bike Rack Portable
Model# 5503-5



72 in. Deluxe Picnic Table With Treated Legs

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
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SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

VERTICAL DATUM: NGVD29

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7	CITY COMMENTS 08/19/20
8	CITY COMMENTS 08/10/2020 08/13/20
9	CITY COMMENTS 07/24/2020 07/31/20
DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

AMENITIES DETAILS

PROJECT NO.
11453.02

DRAWING NO.
1145302_400_003B

SHEET
3B of 35

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

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STORM PIPE NOTES:

1. FOR RCP, THE LAST TWO (2) JOINTS AT THE PIPE END SECTIONS SHALL INCLUDE PIPE END TIE BARS; SEE SHEET 11 FOR DETAILS.
2. HP STORM PIPE (HIGH-PERFORMANCE POLYPROPYLENE PIPE) MAY BE USED IN LIEU OF REINFORCED CONCRETE PIPE (RCP).
3. SEE SHEET 9 FOR DRAINAGE STRUCTURE TABLE.

LEGEND

- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- PROPOSED WATER MAIN
- PROPOSED REUSE MAIN
- PROPOSED SANITARY FORCE MAIN
- 269 LOT NUMBER
- DRAINAGE BASIN LINE
- PROPERTY LINE
- BUILDING SETBACK
- SILT FENCE
- WETLAND CONSERVATION AREA
- WETLAND BUFFER CONSERVATION AREA
- COMMON AREA CONCRETE SIDEWALKS SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS
- HOME BUILDER AREA CONCRETE SIDEWALKS SHALL BE CONSTRUCTED AS PART OF HOME CONSTRUCTION
- RECREATIONAL AREA SIDEWALKS SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS
- RECREATIONAL AREA MULCH PATH SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS
- ×27.07 PROPOSED ELEVATION
- MEG MATCH EXISTING GROUND
- DE DRAINAGE EASEMENT
- DHW DESIGN HIGH WATER
- DS DRAINAGE STRUCTURE
- EL ELEVATION
- GB GRADE BREAK
- [HP] HIGH POINT
- [LP] LOW POINT
- NWL NORMAL WATER LEVEL
- PVI POINT OF VERTICAL INTERSECTION
- SWM STORM WATER MANAGEMENT
- VC VERTICAL CURVE
- FS# FITNESS STATION

FOR CONTINUATION SEE BELOW RIGHT

QUARTER SECTION LINE

TRACT I STORM WATER MANAGEMENT (SWM)

INV=22.03 | INV=22.42 | INV=21.87 | INV=22.02 | INV=22.06

4'x4' CONCRETE PADS

30" HDPE PIPE

WETLAND BUFFER AREA

WETLAND CONSERVATION BOUNDARY

NE CORNER OF SECTION 34-T19S-RD 27 E FD 4"x4" CCM, LSB

50' FLORIDA GAS TRANSMISSION CO. ORB 979, PG 1011

TRACT V STORM WATER MANAGEMENT (SWM)

NORTHWEST LAKES, A CONDOMINIUM PHASES 1-7 ORB 3902, PG 3425

WEST R/W LINE

EXISTING POND #5
NWL=22.00
TOB = 24.50
ANNUAL 24HR PEAK = 22.90
10YR 24HR PEAK = 23.27
25YR 24HR PEAK = 23.46
100YR 24HR PEAK = 23.78

TRACT I STORM WATER MANAGEMENT (SWM)

BUBBLE UP C TOP OF GRAT W.INV.=16.90' SUMP EL =14

RIP-RAP COLLAR AROUND DRAINAGE STRUCTURE

80 LF 24" HDPE
INV. 13.50'
INV=22.08

4'x4' CONCRETE PADS
INV=21.98

CENTERLINE OF 3" WIDE CONCRETE FLUME INV=22.22'

EXISTING RUBBLE WEIR ELEV.=22.85

CENTERLINE OF 3" WIDE CONCRETE FLUME INV=22.32

INV=22.39 | INV=22.05 | INV=21.99 | INV=22.08 | INV=22.31 | INV=22.38 | INV=21.86 | INV=21.88 | INV=22.28

FS1 FS2 FS3 FS4 FS5 FS6 FS7 FS8 FS9 FS10

CENTERLINE OF 3" WIDE CONCRETE FLUME INV=22.23

MES INV.= 22.47 | INV=22.03 | INV=22.01

4'x4' CONCRETE PADS | INV=22.00

RIP-RAP COLLAR AROUND DRAINAGE STRUCTURE

MES INV.=22.99

BUBBLE UP CS=5C TOP OF GRATE EL=22.13' E.INV.=16.88' SUMP EL =14.63'.

30" HDPE PIPE

"ADAMSON CREEK" PHASE ONE-A PB 57,PG 49-52

TRACT M PB 57, PG 49-52

TRACT R

WETLAND BUFFER AREA | WETLAND CONSERVATION BOUNDARY

TRACT I RECREATION | TRACT O RECREATION

OBSERVATION DECK SEE SHEET 3A

DRAINAGE AREA

DS-55 1.54 AC | DS-55 | 224 LF 30" RCP | DS-59 0.14 AC | DS-59

3' WIDE CONCRETE FLUME | 53 LF 30" RCP | BENCH SEE SHEET 3A

DS-56 1.19 AC | DS-56 | 52 LF 18" RCP

EX X-MES=58

DS-54 1.52 AC | DS-57 | 218 LF 54" RCP | DS-54 | 153 LF 54" RCP | TRACT M RECREATION | DS-53 | 35 LF 54" RCP | 136 LF 54" RCP | DS-53 1.02 AC

DS-51 1.53 AC | DS-51 | 39 LF 24" RCP | DS-52 0.86 AC | DS-52

TALBOT BOULEVARD (50' PRIVATE R/W)

MORELY DRIVE (50' PRIVATE R/W)

EX X-DS-75 | EX X-DS-69 | EX X-DS-68 | EX X-DS-53A | EX X-MES-53A | EX X-DS-44 | EX X-DS-50A

WETLAND CONSERVATION BOUNDARY | WETLAND BUFFER AREA | DRAINAGE AREA

EXISTING DITCH NOT TO BE DISTURBED

DS-49 1.44 AC | DS-49 | 179 LF 18" RCP | DS-49A | DS-49A 0.87 AC | DS-50 | DS-50 1.14 AC | 36 LF 24" RCP | 134 LF 30" RCP | 41 LF 24" RCP

EXISTING POND #6
NWL = 22.00
TOB = 25.20
ANNUAL 24HR PEAK = 22.96
10YR 24HR PEAK = 23.76
25YR 24HR PEAK = 24.25
100YR 24HR PEAK = 25.19

TRACT H SWM

OBSERVATION DECK SEE SHEET 3A | 4' WIDE CONCRETE FLUME | 3' WIDE CONCRETE FLUME | 177 LF 30" RCP | 126 LF 48" RCP

TRACT U LIFT STATION | TRACT P OPEN

DS-43 0.95 AC | DS-43 | 251 LF 48" RCP | DS-42 1.35 AC | DS-42 | 35 LF 24" RCP | 123 LF 30" RCP

DS-48 0.98 AC | DS-48 | 405 LF 30" RCP | DS-47A 0.91 AC | DS-47A | 190 LF 18" RCP | DS-47 1.34 AC | DS-47 | 35 LF 24" RCP

X-DS-46 0.83 AC | EX X-DS-46 | 106 LF 30" RCP

DS-40 0.76 AC | DS-40 | DS-41 | 128 LF 24" RCP | DS-45 | 37 LF 24" RCP | DS-45 1.54 AC | DS-39 | 35 LF 24" RCP | DS-39 1.31 AC

DS-38 1.65 AC | DS-38 | 268 LF 30" RCP | DS-37 1.83 AC | DS-37 | 35 LF 30" RCP

TALBOT BOULEVARD (50' PRIVATE R/W)

WETLAND BUFFER AREA | WETLAND CONSERVATION BOUNDARY | BENCH SEE SHEET 3A | DRAINAGE AREA

50' SEMINOLE GAS PIPELINE ORB 979, PG 1011

TRACT L AMENITIES SEE SHEET 3A

DS-36 | 90 LF 24" RCP | DS-35 | DS-34 | DRY POND 2.23 AC | BEGIN SIDEWALK | DRAINAGE AREA | BEGIN ROADWAY | BEGIN SIDEWALK | DS-33 2.12 AC

TALBOT BOULEVARD (50' PUBLIC R/W) DS-34 0.84 AC

VICTORY PARK DRIVE (50' PUBLIC R/W)

DS-35 1.36 AC | DS-36 0.69 AC

TOWER GUY ANCHOR ENCROACHES 10.4' EAST ABOVE GROUND LIMITS OF UNDERGROUND ENCROACHMENT UNKNOWN

EXISTING 300' AMERICAN TOWER CORPORATION COCOA SITE #2520

AMERICAN TOWER CORPORATION

50' ESMT #1 ORB 2345, PG 340

UNPLATTED ORB 5289, PG 76 | ORB 3285, PG 3522 | ORB 5120, PG 13

±250 LF OF WALL

EXISTING DITCH NOT TO BE DISTURBED

DRAINAGE AREA

FENCE 3.5' SOUTH

WETLAND 1 5.704 ACRES

FOR CONTINUATION SEE ABOVE LEFT

NOTES:

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2. NO CLEARING OR CONSTRUCTION IS ALLOWED WITHIN THE WETLAND CONSERVATION AREA.
3. INSTALL INLET PROTECTION ON ALL INLETS.
4. SEE SHEET 18 FOR PAVEMENT DETAILS.
5. SEE SHEET 19 FOR TYPICAL LOT GRADING DETAILS.
6. SEE SHEET 20 FOR FDOT DRAINAGE STRUCTURE DETAILS.
7. SEE ENLARGEMENT DETAILS ON SHEET 9 FOR SIGNAGE AND PAVEMENT MARKING CALLOUTS.
8. SEE SHEET 9 FOR DRAINAGE STRUCTURE TABLE.
9. SEE SHEETS 3A AND 3B FOR ADDITIONAL AMENITIES INFORMATION.

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(IN FEET)
VERTICAL DATUM: NGVD29

VERTICAL DATUM: NGVD29 CONVERSION FROM NGVD29 TO NAVD88: SUBTRACT 1.38' FROM NGVD29

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1 CITY COMMENTS	08/19/20
2 CITY COMMENTS 08/10/2020	08/13/20
1 CITY COMMENTS 07/24/2020	07/31/20
DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE
ADAMSON CREEK PHASE ONE-C

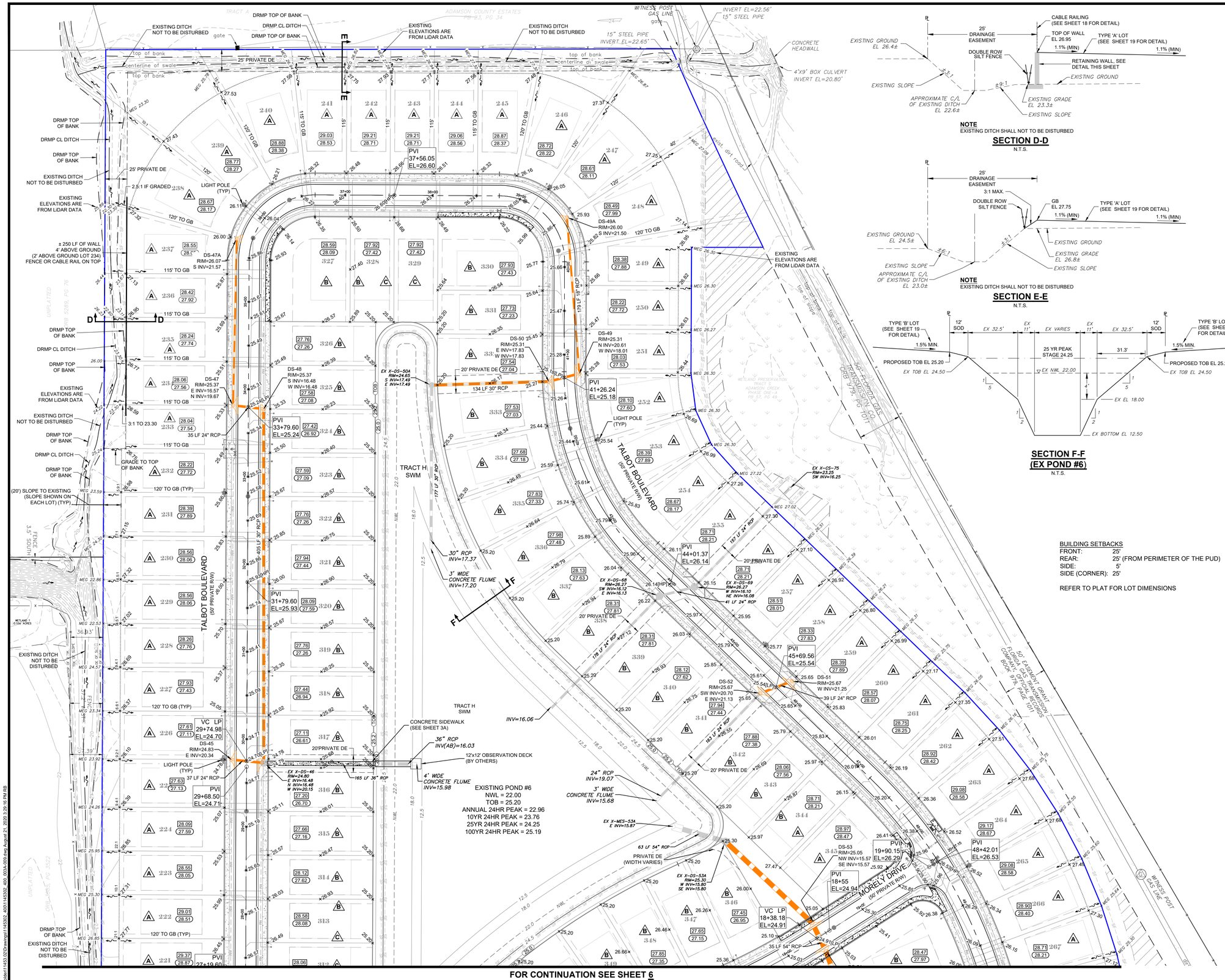
SHEET TITLE
OVERALL DRAINAGE PLAN

PROJECT NO.
11453.02

DRAWING NO.
1145302_400_004

SHEET
4 of 35

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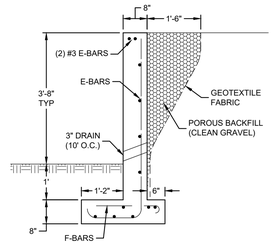


FOR CONTINUATION SEE SHEET 6

SECTION D-D
N.T.S.

SECTION E-E
N.T.S.

SECTION F-F (EX POND #6)
N.T.S.



E-BARS: #3, 12" O.C.
F-BARS: #3, 18" O.C.
HORIZONTAL BARS: #3 AS SHOWN
NOTE: 2" CLEARANCE ALL BARS

RETAINING WALL DETAIL
N.T.S.

BUILDING SETBACKS
FRONT: 25'
REAR: 25' (FROM PERIMETER OF THE PUD)
SIDE: 5'
SIDE (CORNER): 25'

REFER TO PLAT FOR LOT DIMENSIONS

LEGEND

- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- PROPOSED WATER MAIN
- PROPOSED REUSE MAIN
- PROPOSED SANITARY FORCE MAIN
- GRADE BREAK LINE
- 269 LOT NUMBER
- PROPERTY LINE
- BUILDING SETBACK
- SF SILT FENCE
- WETLAND CONSERVATION AREA
- WETLAND BUFFER CONSERVATION AREA
- COMMON AREA CONCRETE SIDEWALKS SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS
- HOME BUILDER AREA CONCRETE SIDEWALKS SHALL BE CONSTRUCTED AS PART OF HOME CONSTRUCTION
- RECREATIONAL AREA SIDEWALKS SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS
- RECREATIONAL AREA MULCH PATH SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS
- PVI 22+60 EL=27.75 FINISHED CENTERLINE OF ROAD ELEVATION
- A TYPE 'A' LOT LOT DRAINS REAR TO FRONT
- B TYPE 'B' LOT LOT WITH SPLIT DRAINAGE
- C TYPE 'C' LOT LOT DRAINS FRONT TO REAR
- 29.86 FINISHED FLOOR ELEVATION (FFE)
- 29.36 DIT PAD ELEVATION
- ×27.07 EXISTING GROUND SPOT ELEVATION
- ×27.07 DESIGN SPOT ELEVATION
- MEG MATCH EXISTING GROUND
- DE DRAINAGE EASEMENT
- DHW DESIGN HIGH WATER
- DS DRAINAGE STRUCTURE
- EL ELEVATION
- GB GRADE BREAK
- [HP] HIGH POINT
- [LP] LOW POINT
- NWL NORMAL WATER LEVEL
- PVI POINT OF VERTICAL INTERSECTION
- VC VERTICAL CURVE
- PROPOSED LIGHT POLE
- FS# FITNESS STATION

NOTES:

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5. SEE SHEET 19 FOR TYPICAL LOT GRADING DETAILS.
6. SEE SHEET 20 FOR FDOT DRAINAGE STRUCTURE DETAILS.
7. SEE ENLARGEMENT DETAILS ON SHEET 9 FOR SIGNAGE AND PAVEMENT MARKING CALLOUTS.
8. SEE SHEET 9 FOR DRAINAGE STRUCTURE TABLE.
9. SEE SHEETS 3A AND 3B FOR ADDITIONAL AMENITIES INFORMATION.

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(IN FEET)
VERTICAL DATUM: NGVD29

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1	CITY COMMENTS	08/19/20
0	CITY COMMENTS 08/10/2020	08/13/20
	CITY COMMENTS 07/24/2020	07/31/20
	DATE:	07/13/20
	DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

PAVING, GRADING, DRAINAGE AND AMENITIES PLAN

PROJECT NO.
11453.02

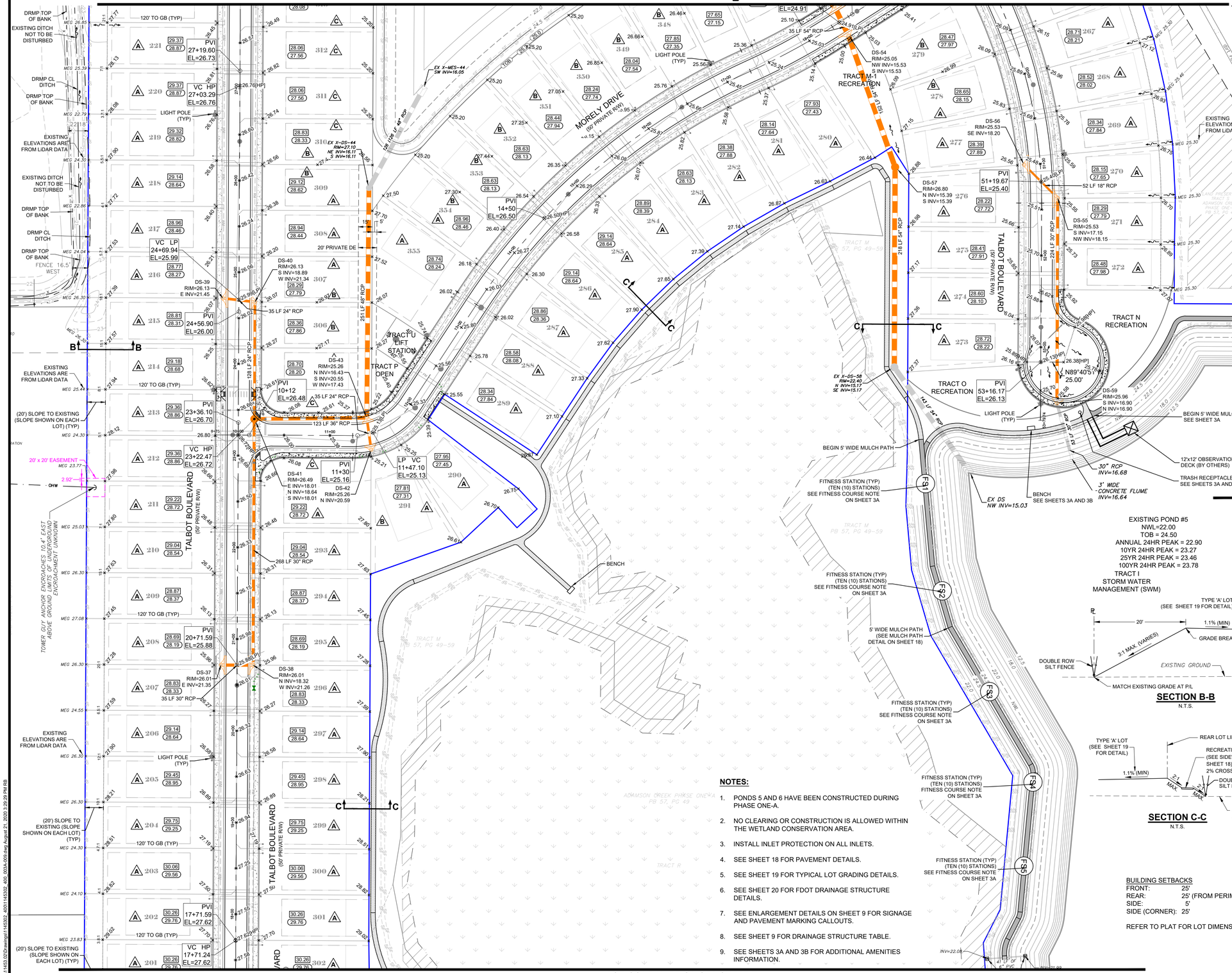
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SHEET
5 of 35

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FOR CONTINUATION SEE SHEET 5



FOR CONTINUATION SEE SHEET 8A

FOR CONTINUATION SEE SHEET 7

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9. SEE SHEETS 3A AND 3B FOR ADDITIONAL AMENITIES INFORMATION.

SECTION B-B
N.T.S.

SECTION C-C
N.T.S.

BUILDING SETBACKS

FRONT:	25'
REAR:	25' (FROM PERIMETER OF THE PUD)
SIDE:	5'
SIDE (CORNER):	25'

REFER TO PLAT FOR LOT DIMENSIONS

LEGEND

- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- PROPOSED WATER MAIN
- PROPOSED REUSE MAIN
- PROPOSED SANITARY FORCE MAIN
- GRADE BREAK LINE
- 269 — LOT NUMBER
- PROPERTY LINE
- BUILDING SETBACK
- SILT FENCE
- WETLAND CONSERVATION AREA
- WETLAND BUFFER CONSERVATION AREA
- COMMON AREA CONCRETE SIDEWALKS SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS
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- C — TYPE 'C' LOT; LOT DRAINS FRONT TO REAR
- 29.86 — FINISHED FLOOR ELEVATION (FFE)
- (29.36) — DIRT PAD ELEVATION
- ×27.07 — EXISTING GROUND SPOT ELEVATION
- ×27.07 — DESIGN SPOT ELEVATION
- MEG — MATCH EXISTING GROUND
- DE — DRAINAGE EASEMENT
- DHW — DESIGN HIGH WATER
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DATE: 07/13/20
DESIGN/DRAWN: SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

PAVING, GRADING, DRAINAGE AND AMENITIES PLAN

PROJECT NO.
11453.02

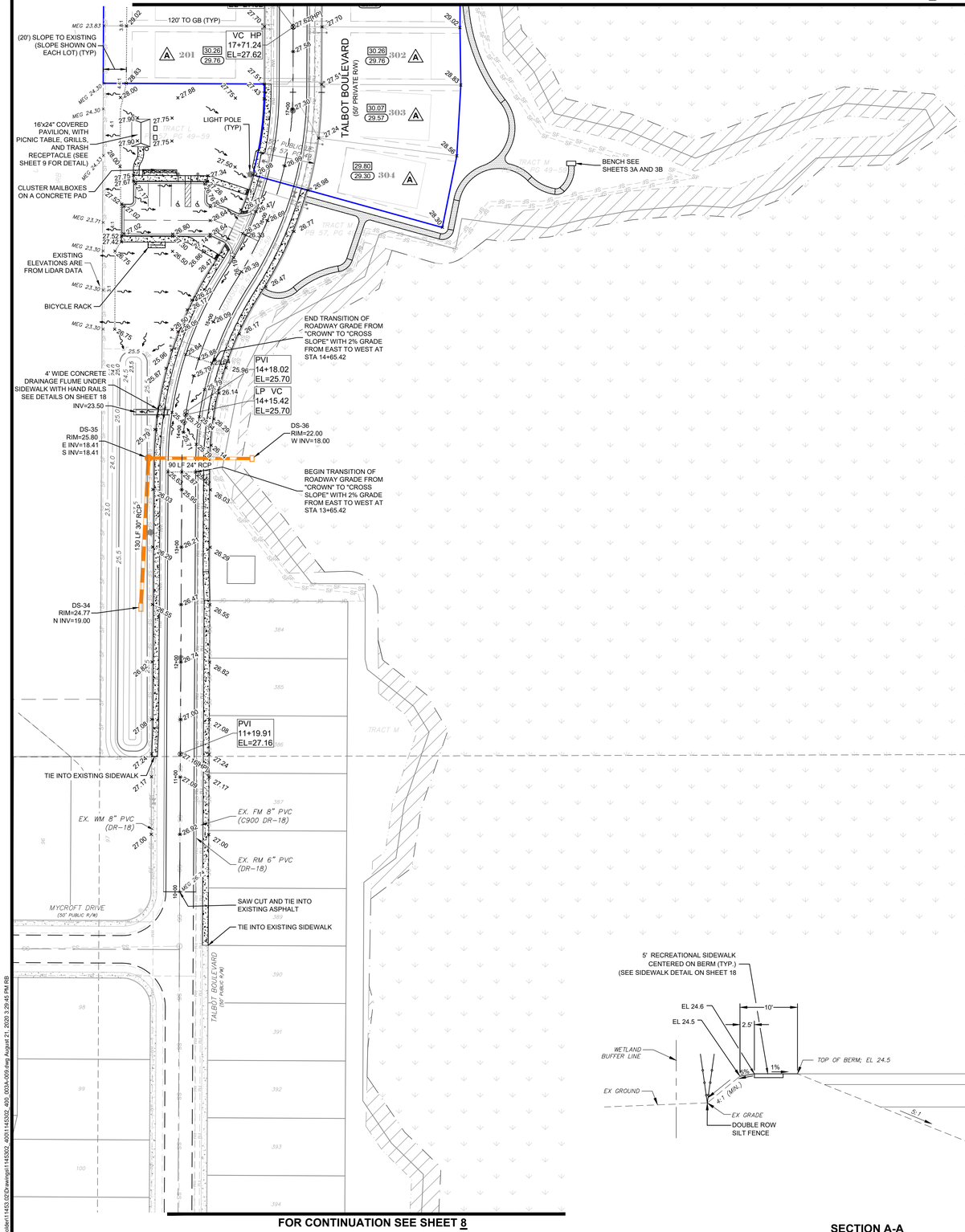
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1145302_400_006

SHEET
6 of 35

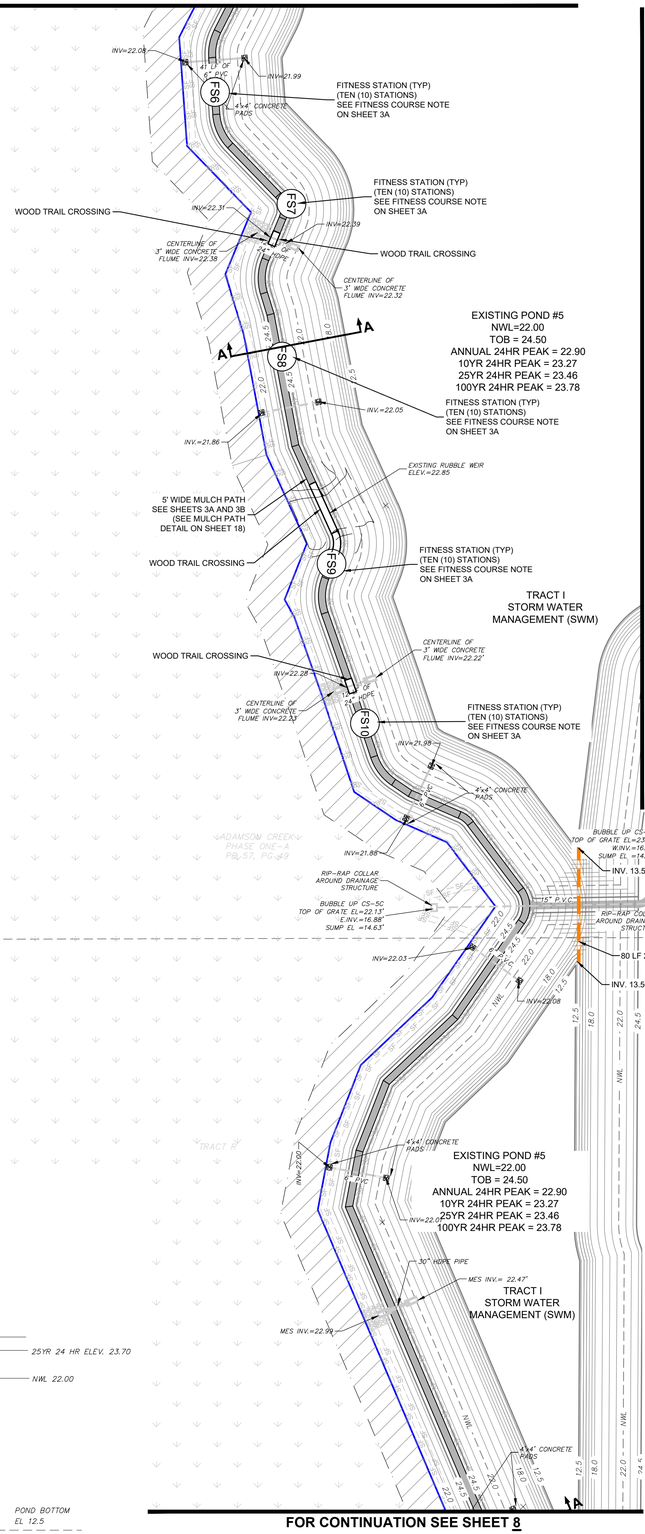
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FOR CONTINUATION SEE SHEET 6



FOR CONTINUATION SEE SHEET 8



SECTION A-A
N.T.S.

FOR CONTINUATION SEE SHEET 8

LEGEND

- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- PROPOSED WATER MAIN
- PROPOSED REUSE MAIN
- PROPOSED SANITARY FORCE MAIN
- GRADE BREAK LINE
- 269 — LOT NUMBER
- PROPERTY LINE
- BUILDING SETBACK
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- WETLAND CONSERVATION AREA
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- RECREATIONAL AREA MULCH PATH SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS
- PVI 22+60 EL=27.75 — FINISHED CENTERLINE OF ROAD ELEVATION
- A — TYPE 'A' LOT, LOT DRAINS REAR TO FRONT
- B — TYPE 'B' LOT, LOT WITH SPLIT DRAINAGE
- C — TYPE 'C' LOT, LOT DRAINS FRONT TO REAR
- 29.86 — FINISHED FLOOR ELEVATION (FFE)
- (29.36) — DIRT PAD ELEVATION
- × 27.07 — EXISTING GROUND SPOT ELEVATION
- × 27.07 — DESIGN SPOT ELEVATION
- MEG — MATCH EXISTING GROUND
- DE — DRAINAGE EASEMENT
- DHW — DESIGN HIGH WATER
- DS — DRAINAGE STRUCTURE
- EL — ELEVATION
- GB — GRADE BREAK
- [HP] — HIGH POINT
- [LP] — LOW POINT
- NWL — NORMAL WATER LEVEL
- PVI — POINT OF VERTICAL INTERSECTION
- VC — VERTICAL CURVE
- PROPOSED LIGHT POLE
- FS# — FITNESS STATION

BUILDING SETBACKS

FRONT:	25'
REAR:	25' (FROM PERIMETER OF THE PUD)
SIDE:	5'
SIDE (CORNER):	25'

REFER TO PLAT FOR LOT DIMENSIONS

NOTES:

1. PONDS 5 AND 6 HAVE BEEN CONSTRUCTED DURING PHASE ONE-A.
2. NO CLEARING OR CONSTRUCTION IS ALLOWED WITHIN THE WETLAND CONSERVATION AREA.
3. INSTALL INLET PROTECTION ON ALL INLETS.
4. SEE SHEET 18 FOR PAVEMENT DETAILS.
5. SEE SHEET 19 FOR TYPICAL LOT GRADING DETAILS.
6. SEE SHEET 20 FOR FDOT DRAINAGE STRUCTURE DETAILS.
7. SEE ENLARGEMENT DETAILS ON SHEET 9 FOR SIGNAGE AND PAVEMENT MARKING CALLOUTS.
8. SEE SHEET 9 FOR DRAINAGE STRUCTURE TABLE.
9. SEE SHEETS 3A AND 3B FOR ADDITIONAL AMENITIES INFORMATION.

B.S.E. CONSULTANTS, INC.
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STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

50 0 25 50
(IN FEET)
VERTICAL DATUM: NGVD29

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2	CITY COMMENTS 08/19/20
1	CITY COMMENTS 08/10/2020 08/13/20
0	CITY COMMENTS 07/24/2020 07/31/20
DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE
ADAMSON CREEK PHASE ONE-C

SHEET TITLE
PAVING, GRADING, DRAINAGE AND AMENITIES PLAN

PROJECT NO.
11453.02

DRAWING NO.
1145302_400_007

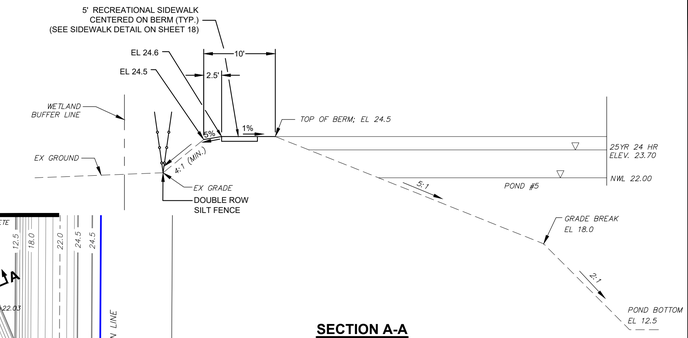
SHEET
7 of 35

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SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

FOR CONTINUATION SEE SHEET 7





SECTION A-A
N.T.S.

LEGEND

	PROPOSED STORM SEWER
	EXISTING STORM SEWER
WM	PROPOSED WATER MAIN
RM	PROPOSED REUSE MAIN
FM	PROPOSED SANITARY FORCE MAIN
	GRADE BREAK LINE
269	LOT NUMBER
	PROPERTY LINE
	BUILDING SETBACK
SF	SILT FENCE
	WETLAND CONSERVATION AREA
	WETLAND BUFFER CONSERVATION AREA
	COMMON AREA CONCRETE SIDEWALKS SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS
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	RECREATIONAL AREA MULCH PATH SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS
PVI 22+60 EL=27.75	FINISHED CENTERLINE OF ROAD ELEVATION
A	TYPE 'A' LOT LOT DRAINS REAR TO FRONT
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C	TYPE 'C' LOT LOT DRAINS FRONT TO REAR
29.86	FINISHED FLOOR ELEVATION (FFE)
29.36	DIRT PAD ELEVATION
×27.07	EXISTING GROUND SPOT ELEVATION
×27.07	DESIGN SPOT ELEVATION
MEG	MATCH EXISTING GROUND
DE	DRAINAGE EASEMENT
DHW	DESIGN HIGH WATER
DS	DRAINAGE STRUCTURE
EL	ELEVATION
GB	GRADE BREAK
[HP]	HIGH POINT
[LP]	LOW POINT
NWL	NORMAL WATER LEVEL
PVI	POINT OF VERTICAL INTERSECTION
VC	VERTICAL CURVE
	PROPOSED LIGHT POLE
FS#	FITNESS STATION

BUILDING SETBACKS

FRONT:	25'
REAR:	25' (FROM PERIMETER OF THE PUD)
SIDE:	5'
SIDE (CORNER):	25'

REFER TO PLAT FOR LOT DIMENSIONS

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PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

PAVING, GRADING, DRAINAGE AND AMENITIES PLAN

PROJECT NO. 11453.02

DRAWING NO. 1145302_400_008

SHEET 8 of 35

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FOR CONTINUATION SEE SHEET 6

FOR CONTINUATION SEE SHEET 6

TRACT I
STORM WATER
MANAGEMENT (SWM)

FITNESS STATION (TYP)
(TEN (10) STATIONS)
SEE FITNESS COURSE NOTE
ON SHEET 3A

FITNESS STATION (TYP)
(TEN (10) STATIONS)
SEE FITNESS COURSE NOTE
ON SHEET 3A

FITNESS STATION (TYP)
(TEN (10) STATIONS)
SEE FITNESS COURSE NOTE
ON SHEET 3A

FITNESS STATION (TYP)
(TEN (10) STATIONS)
SEE FITNESS COURSE NOTE
ON SHEET 3A

FITNESS STATION (TYP)
(TEN (10) STATIONS)
SEE FITNESS COURSE NOTE
ON SHEET 3A

WOOD TRAIL CROSSING

EXISTING POND #5
NWL=22.00
TOB = 24.50
ANNUAL 24HR PEAK = 22.90
10YR 24HR PEAK = 23.27
25YR 24HR PEAK = 23.46
100YR 24HR PEAK = 23.78

FITNESS STATION (TYP)
(TEN (10) STATIONS)
SEE FITNESS COURSE NOTE
ON SHEET 3A

EXISTING RUBBLE WEIR
ELEV.=22.85

5' WIDE MULCH PATH
SEE SHEETS 3A AND 3B
(SEE MULCH PATH
DETAIL ON SHEET 18)

WOOD TRAIL CROSSING

FITNESS STATION (TYP)
(TEN (10) STATIONS)
SEE FITNESS COURSE NOTE
ON SHEET 3A

TRACT I
STORM WATER
MANAGEMENT (SWM)

WOOD TRAIL CROSSING

FITNESS STATION (TYP)
(TEN (10) STATIONS)
SEE FITNESS COURSE NOTE
ON SHEET 3A

4'x4' CONCRETE PADS

RIP-RAP COLLAR
AROUND DRAINAGE
STRUCTURE

BUBBLE UP CS-5C
TOP OF GRATE EL=22.13'
E.INV.=16.88'
SUMP EL =14.63'

INV=22.03

80 LF 24" HDPE

5' WIDE MULCH PATH
SEE SHEETS 3A AND 3B
(SEE MULCH PATH
DETAIL ON SHEET 18)

50' FLORIDA GAS TRANSMISSION CO.
ORB 979, PG 1011

TRACT V
STORM WATER
MANAGEMENT (SWM)

BUBBLE UP CS-5D
TOP OF GRATE EL=23.13'
W.INV.=16.90'
SUMP EL =14.65'
INV. 13.50

15" P.V.C.

RIP-RAP COLLAR
AROUND DRAINAGE
STRUCTURE

NE CORNER OF THE
SW 1/4 OF SECTION 22
4"x4" CM, ID# LB3608

TRACT G

FOR CONTINUATION SEE SHEET 7

FOR CONTINUATION SEE SHEET 7

LEGEND

- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- PROPOSED WATER MAIN
- PROPOSED REUSE MAIN
- PROPOSED SANITARY FORCE MAIN
- GRADE BREAK LINE
- 269 — LOT NUMBER
- PROPERTY LINE
- BUILDING SETBACK
- SILT FENCE
- WETLAND CONSERVATION AREA
- WETLAND BUFFER CONSERVATION AREA
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- PROPOSED LIGHT POLE
- FS# — FITNESS STATION

BUILDING SETBACKS
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SIDE: 5'
SIDE (CORNER): 25'

REFER TO PLAT FOR LOT DIMENSIONS

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PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

PAVING, GRADING, DRAINAGE AND AMENITIES PLAN

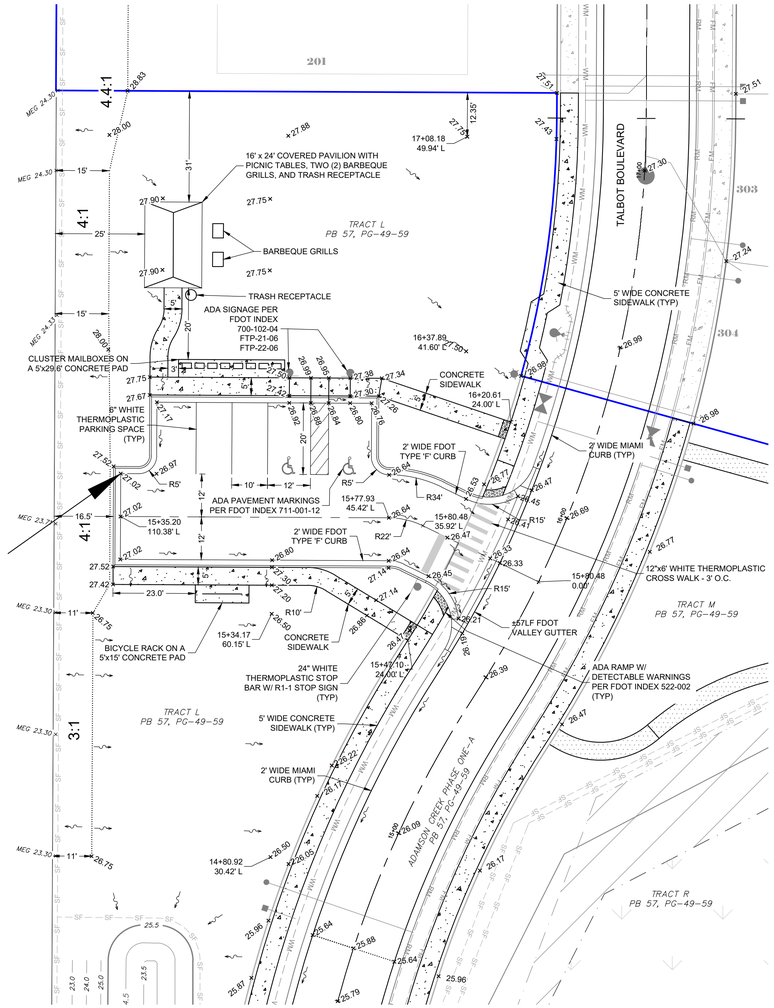
PROJECT NO.
11453.02

DRAWING NO.
1145302_400_008A

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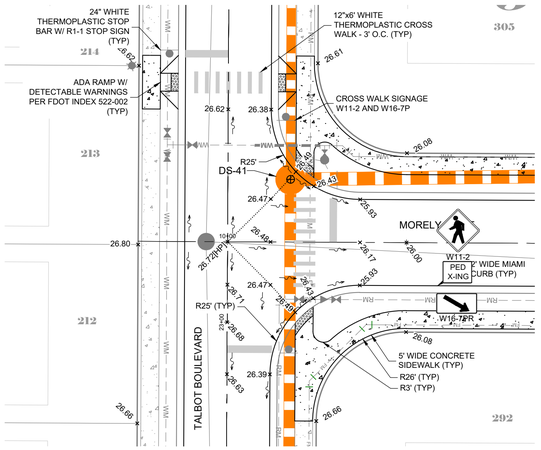
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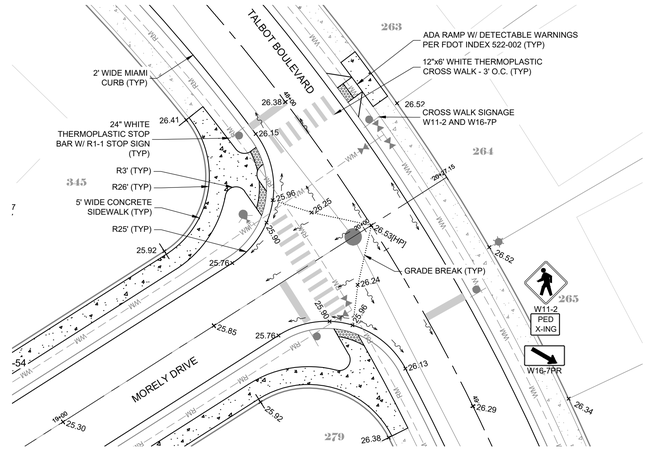
TRACT L - RECREATION AREA ENLARGEMENT DETAIL

SCALE 1" = 20'



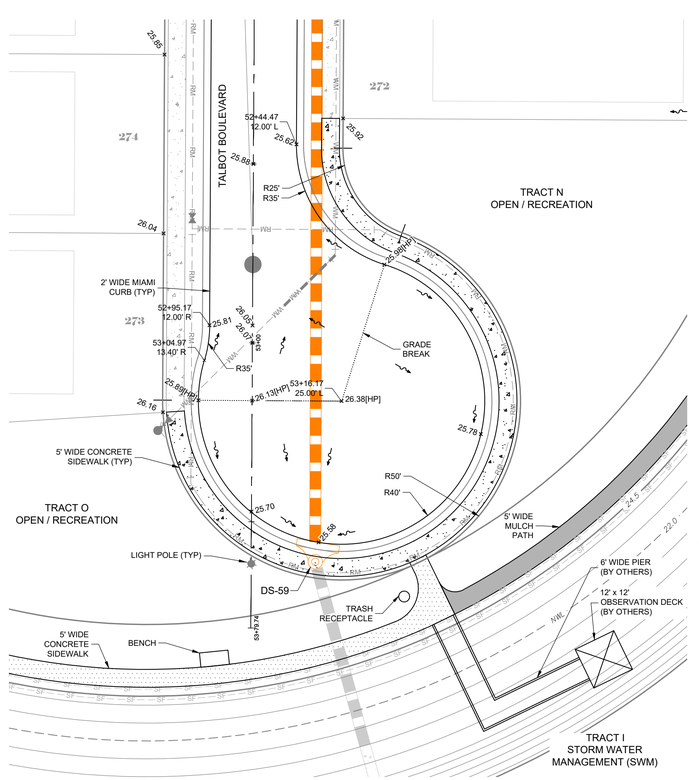
INTERSECTION ENLARGEMENT DETAIL

SCALE 1" = 20'



INTERSECTION ENLARGEMENT DETAIL

SCALE 1" = 20'



TRACT I, TRACT N AND TRACT O - RECREATION AREA AND CUL-DE-SAC ENLARGEMENT DETAIL

SCALE 1" = 20'

DRAINAGE STRUCTURE TABLE

NAME	DESCRIPTION	TOP ELEVATION	INVERTS	SIZE	PIPE LENGTH (FEET)	TO	COMMENT
DS-34	TYPE H 2 GRATE	24.77	N =19.00	30" RCP	130	DS-35	
DS-35	JUNCTION BOX	25.80	E =18.41 S =18.41	24" RCP	90	DS-36	
DS-36	TYPE E	22.00	W =18.00				
DS-37	TYPE 2	26.01	E =21.35	30" RCP	35	DS-38	
DS-38	TYPE 2	26.01	N =18.32 W =21.26	30" RCP	268	DS-41	
DS-39	TYPE 2	26.13	E =21.45	24" RCP	35	DS-40	
DS-40	TYPE 2	26.13	S =18.89 W =21.34	24" RCP	128	DS-41	
DS-41	JUNCTION BOX	26.49	E =18.01 N =18.64 S =18.01	36" RCP	123	DS-43	
DS-42	TYPE 4	25.26	N =20.59	24" RCP	35	DS-43	
DS-43	TYPE 4	25.26	N =16.43 S =20.55 W =17.43	48" RCP	251	X-DS-44	
DS-45	TYPE 2	24.83	E =20.34	24" RCP	37	X-DS-46	
DS-47	TYPE 2	25.37	E =16.57 N =19.67	24" RCP	35	DS-48	
DS-47A	TYPE 3 RIGHT	26.07	S =21.57	18" RCP	190	DS-47	
DS-48	TYPE 2	25.37	S =16.48 W =16.48	30" RCP	405	X-DS-46	
DS-49	TYPE 2	25.31	N =20.61 W =18.01	24" RCP	36	DS-50	
DS-49A	TYPE 3 LEFT	26.00	S =21.50	18" RCP	179	DS-49	
DS-50	TYPE 2	25.31	E =17.83 W =17.83	30" RCP	134	X-DS-50A	
DS-51	TYPE 2	25.67	W =21.25	24" RCP	39	DS-52	
DS-52	TYPE 2	25.67	SW =20.70 E =21.13	24" RCP	163		CONNECT TO EX 24" RCP PIPE

DRAINAGE STRUCTURE TABLE

NAME	DESCRIPTION	TOP ELEVATION	INVERTS	SIZE	PIPE LENGTH (FEET)	TO	COMMENT
DS-53	TYPE 2	25.05	NW =15.57 SE =15.57	54" RCP	35	DS-54	
DS-54	TYPE 2	25.05	NW =15.53 S =15.53	54" RCP	152	DS-57	
DS-55	TYPE 2	25.53	S =17.15 NW =18.15	30" RCP	224	DS-59	
DS-56	TYPE 2	25.53	SE =18.20	18" RCP	52	DS-55	
DS-57	JUNCTION BOX	26.80	N =15.39 S =15.39	54" RCP	218	X-DS-58	
DS-59	TYPE 4	25.96	S =16.90 N =16.90	30" RCP	53		CONNECT TO EX 30" RCP PIPE
X-CS-75	TYPE C	23.25	SW =16.25	24" RCP	157	X-DS-69	
X-DS-44	JUNCTION BOX	27.10	NE =16.11 S =16.11	48" RCP	126	X-MES-44	ADJUST TOP TO EL 27.10
X-DS-46	JUNCTION BOX	24.80	E =16.48 N =16.48 W =20.15	36" RCP	165		REMOVE TEMP TOP
X-DS-50A	JUNCTION BOX	24.65	S =17.49 E =17.49	30" RCP	177		ADJUST TOP TO EL 24.65
X-DS-53A	JUNCTION BOX	25.30	W =15.80 SE =15.80	54" RCP	136	DS-53	ADJUST TOP TO EL 25.30
X-DS-58	JUNCTION BOX	22.40	N =15.17 SE =15.17	54" RCP	143	X-MES-58	ADJUST TOP TO EL 22.40
X-DS-68	JUNCTION BOX	26.27	SW =16.12 E =16.13	24" RCP	178		ADJUST TOP TO EL 26.27
X-DS-69	JUNCTION BOX	26.27	W =16.10 NE =16.08	24" RCP	41	X-DS-68	ADJUST TOP TO EL 26.27
X-MES-44	MES		SW =16.05				
X-MES-53A	MES		E =15.87	54" RCP	63	X-DS-53A	
X-MES-58	MES		NW =15.03				

NOTES

1. ALL STRIPING SHALL BE THERMOPLASTIC PER FDOT STANDARDS. SEE DETAILS ON SHEET 21.
2. ALL SIGNAGE SHALL FOLLOW MUTCD STANDARDS.
3. ALL STOP-CONTROLLED INTERSECTIONS SHALL HAVE STOP BARS, SIGNS AND CROSSWALKS.

LEGEND

- PROPOSED STORM SEWER
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- PROPOSED WATER MAIN
- PROPOSED REUSE MAIN
- PROPOSED SANITARY FORCE MAIN
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ADAMSON CREEK PHASE ONE-C

SHEET TITLE

PAVING, GRADING, DRAINAGE AND AMENITIES ENLARGEMENT DETAILS

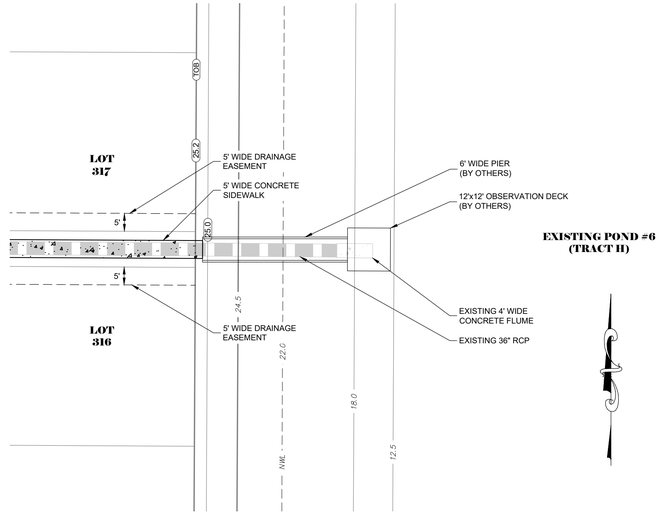
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DRAWING NO. 1145302_400_009

SHEET 9 of 35

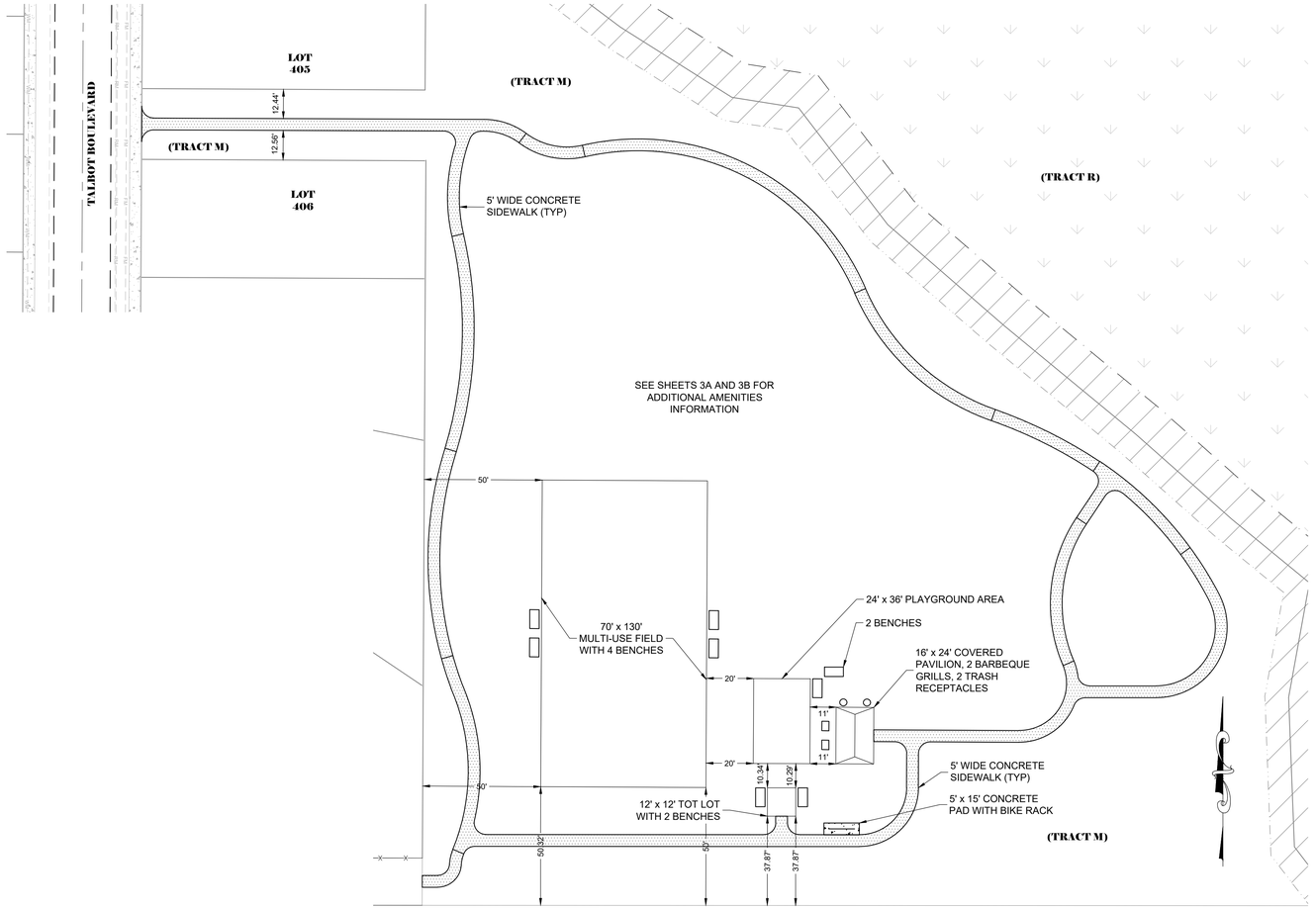
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SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.



TRACT H - OBSERVATION DECK AT POND #6 RECREATION AREA ENLARGEMENT DETAIL

SCALE 1" = 20'



TRACT M - RECREATION AREA ENLARGEMENT DETAIL

SCALE 1" = 30'

LEGEND

- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- PROPOSED WATER MAIN
- PROPOSED REUSE MAIN
- PROPOSED SANITARY FORCE MAIN
- GRADE BREAK LINE
- 269 — LOT NUMBER
- PROPERTY LINE
- BUILDING SETBACK
- SILT FENCE
- WETLAND AREA
- WETLAND BUFFER AREA
- COMMON AREA CONCRETE SIDEWALKS SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS
- HOME BUILDER AREA CONCRETE SIDEWALKS SHALL BE CONSTRUCTED AS PART OF HOME CONSTRUCTION
- RECREATIONAL AREA SIDEWALKS SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS
- PVI 22+60 EL=27.75 — FINISHED CENTERLINE OF ROAD ELEVATION
- A — TYPE 'A' LOT, LOT DRAINS REAR TO FRONT
- B — TYPE 'B' LOT, LOT WITH SPLIT DRAINAGE
- C — TYPE 'C' LOT, LOT DRAINS FRONT TO REAR
- 29.86 — FINISHED FLOOR ELEVATION (FFE)
- (29.36) — DIRT PAD ELEVATION
- ×27.07 — EXISTING GROUND SPOT ELEVATION
- ×27.07 — DESIGN SPOT ELEVATION
- MEG — MATCH EXISTING GROUND
- DE — DRAINAGE EASEMENT
- DHW — DESIGN HIGH WATER
- DS — DRAINAGE STRUCTURE
- EL — ELEVATION
- GB — GRADE BREAK
- [HP] — HIGH POINT
- [LP] — LOW POINT
- NWL — NORMAL WATER LEVEL
- PVI — POINT OF VERTICAL INTERSECTION
- VC — VERTICAL CURVE
- (TYP) — TYPICAL
- PROPOSED LIGHT POLE

NOTES:

1. PONDS 5 AND 6 HAVE BEEN CONSTRUCTED DURING PHASE ONE-A.
2. NO CLEARING OR CONSTRUCTION IS ALLOWED WITHIN THE WETLAND CONSERVATION AREA.
3. INSTALL INLET PROTECTION ON ALL INLETS.
4. SEE SHEET 18 FOR PAVEMENT DETAILS.
5. SEE SHEET 19 FOR TYPICAL LOT GRADING DETAILS.
6. SEE SHEET 20 FOR FDOT DRAINAGE STRUCTURE DETAILS.
7. SEE ENLARGEMENT DETAILS ON SHEET 9 FOR SIGNAGE AND PAVEMENT MARKING CALLOUTS.
8. SEE SHEET 9 FOR DRAINAGE STRUCTURE TABLE.
9. SEE SHEETS 3A AND 3B FOR ADDITIONAL AMENITIES INFORMATION.

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SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

VERTICAL DATUM: NGVD29

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2	CITY COMMENTS 08/19/20
1	CITY COMMENTS 08/10/2020 08/13/20
0	CITY COMMENTS 07/24/2020 07/31/20
DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

PAVING, GRADING, DRAINAGE AND AMENITIES ENLARGEMENT DETAILS

PROJECT NO.
11453.02

DRAWING NO.
1145302_400_09A

SHEET
9A of 35

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SANITARY SEWER STRUCTURE TABLE			
NAME	TOP ELEVATION	INVERTS	COMMENT
SMH1	26.00	W =22.00	
SMH2	26.16	E =20.81 SW =20.71	
SMH3	25.94	NE =20.47 S =20.37	
SMH4	25.60	N =19.19 S =19.09	
SMH5	25.00	N =17.65 S =17.55	
SMH6	26.57	N =16.45 S =16.35	
SMH7	27.30	N =23.40	
SMH8	26.00	N =18.25 S =19.89	
SMH9	26.60	N =15.07 E =14.97 S =16.89	
SMH10	25.05	W =14.44 NE =14.34	
SMH11	25.20	SW =14.03 NE =13.93	5' DIA.
SMH12	25.62	S =21.62	
SMH13	25.40	N =20.72 SE =20.62	

SANITARY SEWER STRUCTURE TABLE			
NAME	TOP ELEVATION	INVERTS	COMMENT
SMH14	25.80	NW =20.17 SE =20.07	
SMH15	26.00	NW =18.47 SE =18.37	
SMH16	26.00	N =21.80	
SMH17	25.70	S =20.64 NW =20.54	
SMH18	26.40	NW =17.80 SW =17.70 SE =19.60	
SMH19	24.95	NE =17.16 SW =12.35	
SMH20	25.70	NE =11.48 SW =11.38	
SMH21	26.35	NE =10.76 SW =10.66	
SMH22	25.82	NE =10.04 SW =9.94	5' DIA.
SMH23	25.44	SW =13.73 NW =9.52 NE =9.62	5' DIA.
SMH24	27.00	SE =9.29	6' DIA. WW

(WW) = WET WELL

CITY OF COCOA GENERAL NOTES:

1. ALL WATER MAIN CONSTRUCTION SHALL BE PER CITY OF COCOA CRITERIA.
2. VALVE AND TEE LOCATIONS ARE SHOWN FOR GRAPHIC CLARITY ONLY. PER CITY OF COCOA CRITERIA, ALL VALVES SHALL BE LOCATED ADJACENT TO TEES (WITHIN 2') WHEREVER POSSIBLE, UNLESS SPECIFICALLY LOCATED OTHERWISE.
3. WHERE APPLICABLE ALL BLOW-OFFS TO BE PLACED AT PROPERTY LINE. IF OTHER FACILITIES CONFLICT (I.E. STORM DRAINAGE) BLOW-OFFS TO BE SET WITHIN 3' OF PROPERTY LINE. ALL BLOWOFFS SHALL BE BRASS PER THE CITY OF COCOA CRITERIA.
4. THE FIRE HYDRANT ASSEMBLIES SHALL CONSIST OF A HYDRANT TEE, GATE VALVE, AND FIRE HYDRANT. THE GATE VALVE IS TO BE PLACED AT THE HYDRANT TEE. THIS NOTE ALSO APPLIES TO THOSE LOCATIONS WHERE THE HYDRANT IS LOCATED ACROSS THE STREET FROM THE MAIN LINE.
5. ANY SERVICE LINE LONGER THAN 60 FEET IN LENGTH WILL NEED TO BE 1". ALL OTHER SERVICE LINES SHALL BE 3/4".
6. SERVICE LINE SHALL CONSIST OF A BRONZE SERVICE SADDLE, CORPORATION STOP, TYPE "K" COPPER, AND CURB STOP.
7. UNLESS OTHERWISE NOTED ALL POTABLE WATER SERVICES TO BE 1" COPPER.
8. WATER FOR FIRE FIGHTING SHALL BE AVAILABLE FOR USE PRIOR TO COMBUSTIBLE MATERIALS BEING BROUGHT ON SITE.
9. ALL WATER MAINS SHALL BE SWABBED PER CITY OF COCOA CRITERIA.
10. TEMPORARY BLOW-OFF TO CONSIST OF GATE VALVE, 20 LF OF MJ DIP, AND 2" (PIPE SIZE 2"-10") OR 4" (PIPE SIZE 12" AND LARGER) BLOW-OFF. SEE CITY OF COCOA DETAIL.
11. FIRE HYDRANTS SHALL BE AMERICAN FLOW CONTROL MODEL #B-84-B; 6", AMERICAN DARLING 5 1/4", MUELLER SUPER CENTURION 250 5 1/4" OR CLOW MEDALLION 5 1/4".
12. A TAPPING CONTRACTOR ACCEPTABLE TO THE CITY OF COCOA IS REQUIRED FOR TAPS.
13. A UTILITY CONTRACTOR IS REQUIRED FOR WATER MAIN INSTALLATION.
14. ALL 2" BLOW-OFFS SHALL BE CONSTRUCTED OF BRASS PER CITY OF COCOA CRITERIA.

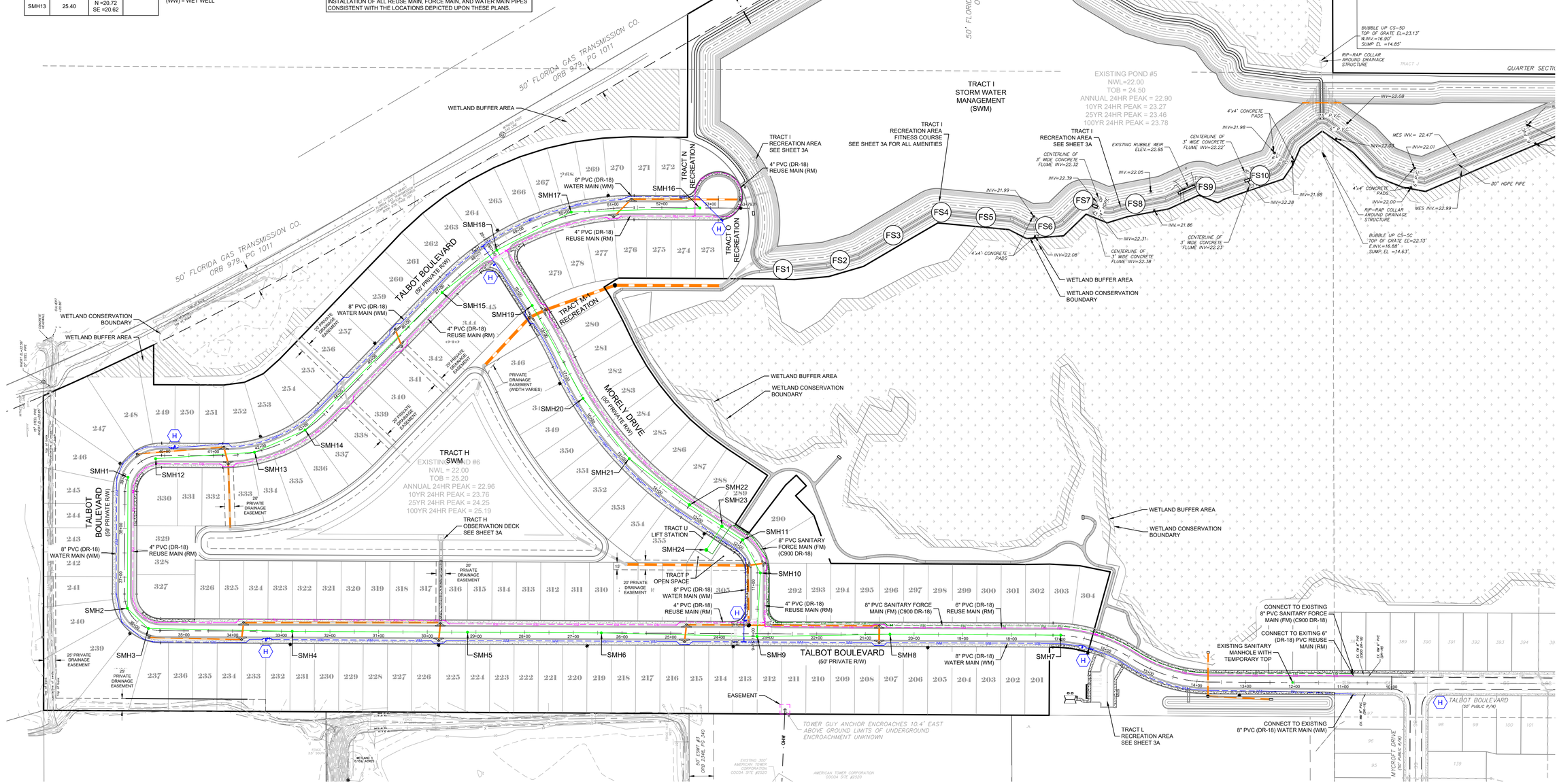
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GENERAL NOTES:

1. NO CONSTRUCTION IS ALLOWED WITHIN THE WETLAND CONSERVATION AREA.
2. SEE SHEET 23 FOR BREVARD COUNTY SANITARY SEWER DETAILS.
3. SEE SHEETS 25-27 FOR CITY OF COCOA TECHNICAL PROVISIONS.
4. SEE SHEETS 28-29 FOR CITY OF COCA WATER MAIN DETAILS.
5. SEE SHEETS 3A, 3B, 9 AND 9A FOR AMENITIES INFORMATION.

LEGEND

- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- WM — PROPOSED WATER MAIN
- RM — PROPOSED REUSE MAIN
- FM — PROPOSED SANITARY FORCE MAIN
- 269 — LOT NUMBER
- PROPERTY LINE
- WETLAND AREA
- WETLAND BUFFER AREA
- COMMON CONCRETE SIDEWALK
- HOME BUILDER CONCRETE SIDEWALK
- RECREATIONAL SIDEWALK
- EL — ELEVATION
- NWL — NORMAL WATER LEVEL
- SWM — STORM WATER MANAGEMENT
- WW — SANITARY WET WELL
- H — HYDRANT LOCATION
- PROPOSED LIGHT POLE
- FS# — FITNESS STATION



VERTICAL DATUM: NGVD29
CONVERSION FROM NGVD29 TO NAVD88: SUBTRACT 1.38' FROM NGVD29

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(IN FEET)
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3	CITY COMMENTS 07/24/2020 07/31/20
DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE
ADAMSON CREEK PHASE ONE-C

SHEET TITLE
OVERALL UTILITY PLAN

PROJECT NO.
11453.02

DRAWING NO.
1145302_400_010

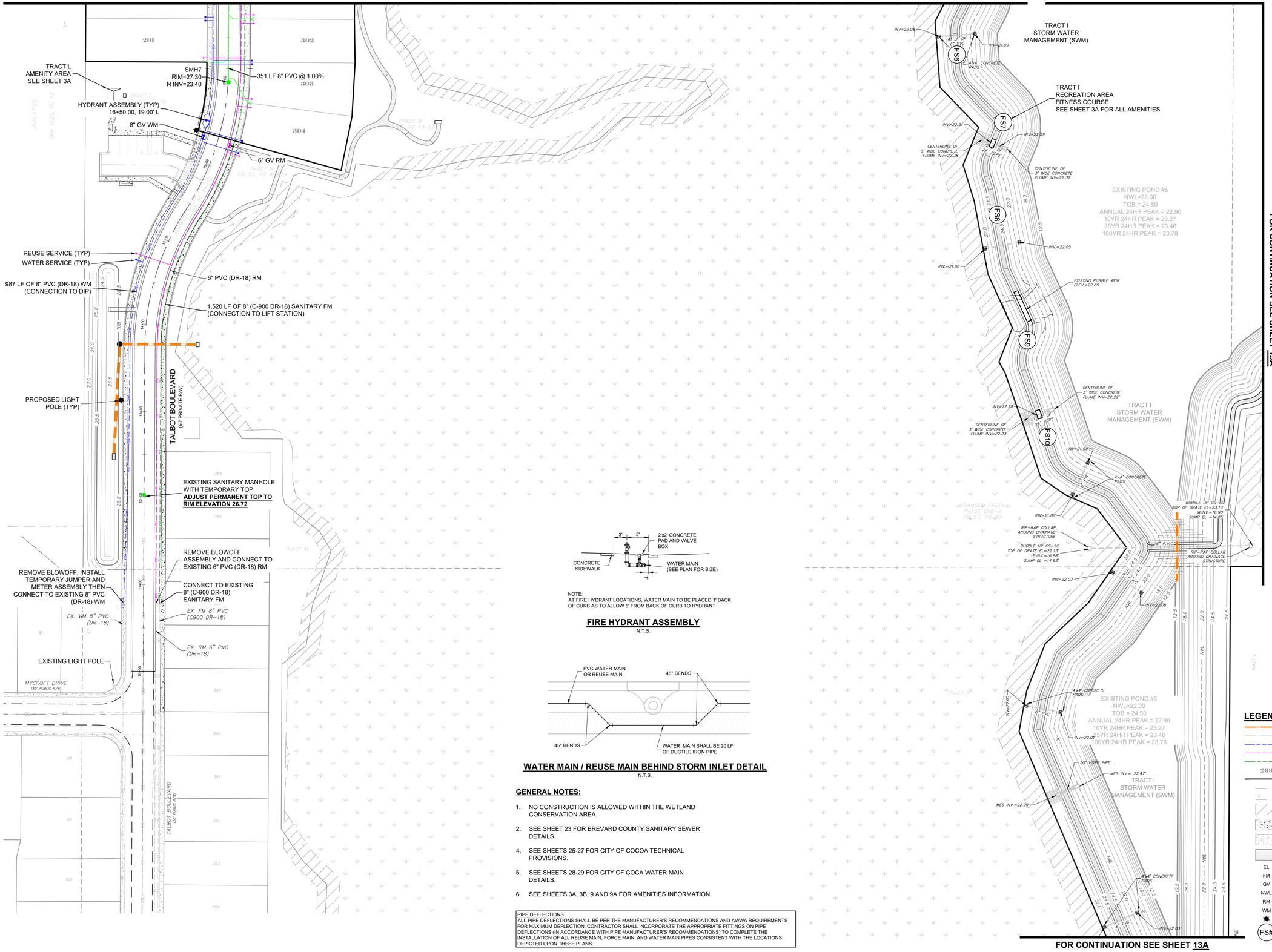
SHEET
10 of 35

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FOR CONTINUATION SEE SHEET 12

FOR CONTINUATION SEE SHEET 13A



FIRE HYDRANT ASSEMBLY
N.T.S.

WATER MAIN / REUSE MAIN BEHIND STORM INLET DETAIL
N.T.S.

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4. SEE SHEETS 25-27 FOR CITY OF COCOA TECHNICAL PROVISIONS.
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FOR CONTINUATION SEE SHEET 13A

LEGEND

- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- PROPOSED WATER MAIN
- PROPOSED REUSE MAIN
- PROPOSED SANITARY FORCE MAIN
- 269 LOT NUMBER
- PROPERTY LINE
- WETLAND AREA
- WETLAND BUFFER AREA
- COMMON CONCRETE SIDEWALK
- HOME BUILDER CONCRETE SIDEWALK
- RECREATIONAL SIDEWALK
- EL ELEVATION
- FM FORCE MAIN
- GV GATE VALVE
- NWL NORMAL WATER LEVEL
- RM REUSE MAIN
- WM WATER MAIN
- PROPOSED LIGHT POLE
- FS# FITNESS STATION

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DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE
ADAMSON CREEK PHASE ONE-C

SHEET TITLE
UTILITY PLAN

PROJECT NO.
11453.02

DRAWING NO.
1145302_400_011

SHEET
11 of 35

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FOR CONTINUATION SEE SHEET 13

275 LF 8" PVC @ 0.40%
WATER SERVICE (TYP)
275 LF 8" PVC @ 0.40%
SMH6
RIM=26.57
N INV=16.45
S INV=16.35
1563 LF OF 4" PVC (DR-18) RM
(TEE TO GV)
490 LF OF 8" PVC (DR-18) WM
(DIP TO DIP)
320 LF 8" PVC @ 0.40%
20 LF OF DIP WM
115 LF OF 8" PVC (DR-18) WM
(TEE TO DIP)
20 LF OF DIP WM
25 LF OF 8" PVC (DR-18) WM
(TEE TO DIP)
8" TEE
(3) 8" GV WM
SMH9
RIM=26.60
N INV=15.07
E INV=14.97
S INV=16.89
TALBOT BOULEVARD
(50' PRIVATE R/W)
4" PVC (DR-18) RM
6"x4" TEE
(1) 6" GV
(2) 4" GV
(1) 6"x4" REDUCER
90° BEND RM
270 LF OF 8" PVC (DR-18) WM
(DIP TO TEE)
SEE DETAIL ON
SHEET11 (TYP)
20 LF OF 8" DIP WM
SMH8
RIM=26.00
N INV=18.25
S INV=19.89
PROPOSED LIGHT POLE (TYP)
987 LF OF 8" PVC (DR-18) WM
(CONNECTION TO DIP)
SANITARY SEWER SERVICE
(TYP)
REUSE SERVICE (TYP)
WATER SERVICE (TYP)
SMH7
RIM=27.30
N INV=23.40
351 LF 8" PVC @ 1.00%
273 LF 8" PVC @ 0.50%
SEE DETAIL ON
SHEET11 (TYP)
1242 LF OF 6" PVC (DR-18) RM
(CONNECTION TO TEE)
1,520 LF OF 8" (C-900 DR-18)
SANITARY FM (CONNECTION
TO LIFT STATION)
351 LF 8" PVC @ 1.00%
667 LF OF 8" PVC (DR-18) WM
(DIP TO DIP)
PROPOSED LIGHT POLE (TYP)
REUSE SERVICE (TYP)
SANITARY SEWER SERVICE
(TYP)
MORELY DRIVE
(50' PRIVATE R/W)
WATER SERVICE (TYP)
SMH20
RIM=25.70
NE INV=11.48
SW INV=11.38
218 LF 8" PVC @ 0.40%
156 LF 8" PVC @ 0.40%
SMH21
RIM=26.35
NE INV=10.76
SW INV=10.66
156 LF 8" PVC @ 0.40%
980 LF OF 4" PVC (DR-18) RM
(TEE TO TEE)
SMH22
RIM=25.82
NE INV=10.04
SW INV=9.94
80 LF 8" PVC @ 0.40%
SMH23
RIM=25.44
SW INV=13.73
NW INV=9.52
NE INV=9.62
(2) 45° BENDS FM
51 LF 8" PVC @ 0.40%
1,520 LF OF 8" (C-900 DR-18) SANITARY FM
(CONNECTION TO LIFT STATION)
SMH11
RIM=25.20
SW INV=14.03
NE INV=13.93
77 LF 8" PVC @ 0.40%
SMH10
RIM=25.05
W INV=14.44
NE INV=14.34
131 LF 8" PVC @ 0.40%
59 LF 8" PVC @ 0.40%
SMH24
RIM=27.00
SE INV=9.29
HYDRANT
ASSEMBLY (TYP)
23+45.49, 27.00' R
45° BENDS
20 LF OF DIP WM
105 LF OF 8" PVC
(DR-18) WM
(DIP TO DIP)
20' PRIVATE DRAINAGE EASEMENT
15'
5'
15'
TRACT U
FIRST STATION
TRACT P
OPEN
TRACT M
PB 57, PG 49-59
TRACT M-1
RECREATION
TRACT R
ADAMSON CREEK PHASE ONE-A
PB 57, PG 49
464 LF OF 8" PVC (DR-18) WM
(TEE TO DIP)
172 LF 8" PVC @ 0.55%
403 LF OF 4" PVC (DR-18) RM
(TEE TO TEE)
SMH17
RIM=25.70
S INV=20.64
NW INV=20.54
SANITARY SEWER SERVICE
(TYP)
REUSE SERVICE (TYP)
WATER SERVICE (TYP)
TALBOT BOULEVARD
(50' PRIVATE R/W)
264 LF 8" PVC @ 0.44%
4" TEE
4" GV RM
SMH16
RIM=26.00
N INV=21.80
(1) 8"x6" REDUCER WM
HYDRANT ASSEMBLY (TYP)
53+24.69, 26.30' R
45° BEND WM
20 LF OF DIP WM
50 LF OF 8" PVC (DR-18) WM
(DIP TO REDUCER)
N89°40'51"W
25.00'
315 LF OF 4" PVC
(DR-18) RM (LOOP)
TRACT N
RECREATION
TRACT O
RECREATION
PROPOSED
LIGHT POLE (TYP)
TRACT I
RECREATION AREA
SEE SHEET 3A FOR ALL AMENITIES
TRACT I
STORM WATER
MANAGEMENT (SWM)
50' FLORIDA GAS
TRANSMISSION CO.
ORB 9795, PG 1841
WETLAND PRESERVATION
TRACT S
ADAMSON CREEK
PHASE ONE-A
PB 57, PG 49
EXISTING POND #5
NWL=22.00
TOB = 24.50
ANNUAL 24HR PEAK = 22.90
10YR 24HR PEAK = 23.27
25YR 24HR PEAK = 23.46
100YR 24HR PEAK = 23.78
FS1
FS2
FS3
FS4
FS5
FS6
TRACT I
RECREATION AREA
FITNESS COURSE
SEE SHEET 3A FOR ALL AMENITIES
INV=22.08
4' LF OF
6" PVC
INV=21.99
4'x4' CONCRETE
PADS

FOR CONTINUATION SEE SHEET 11

FOR CONTINUATION SEE SHEET 13A

LEGEND

- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- PROPOSED WATER MAIN
- PROPOSED REUSE MAIN
- PROPOSED SANITARY FORCE MAIN
- 269 LOT NUMBER
- PROPERTY LINE
- WETLAND AREA
- WETLAND BUFFER AREA
- COMMON CONCRETE SIDEWALK
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- FM FORCE MAIN
- GV GATE VALVE
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- WM WATER MAIN
- PROPOSED LIGHT POLE
- FS# FITNESS STATION

GENERAL NOTES:

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2. SEE SHEET 23 FOR BREVARD COUNTY SANITARY SEWER DETAILS.
4. SEE SHEETS 25-27 FOR CITY OF COCOA TECHNICAL PROVISIONS.
5. SEE SHEETS 28-29 FOR CITY OF COCA WATER MAIN DETAILS.
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3 CITY COMMENTS 07/24/2020	07/31/20
DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE
ADAMSON CREEK PHASE ONE-C

SHEET TITLE
UTILITY PLAN

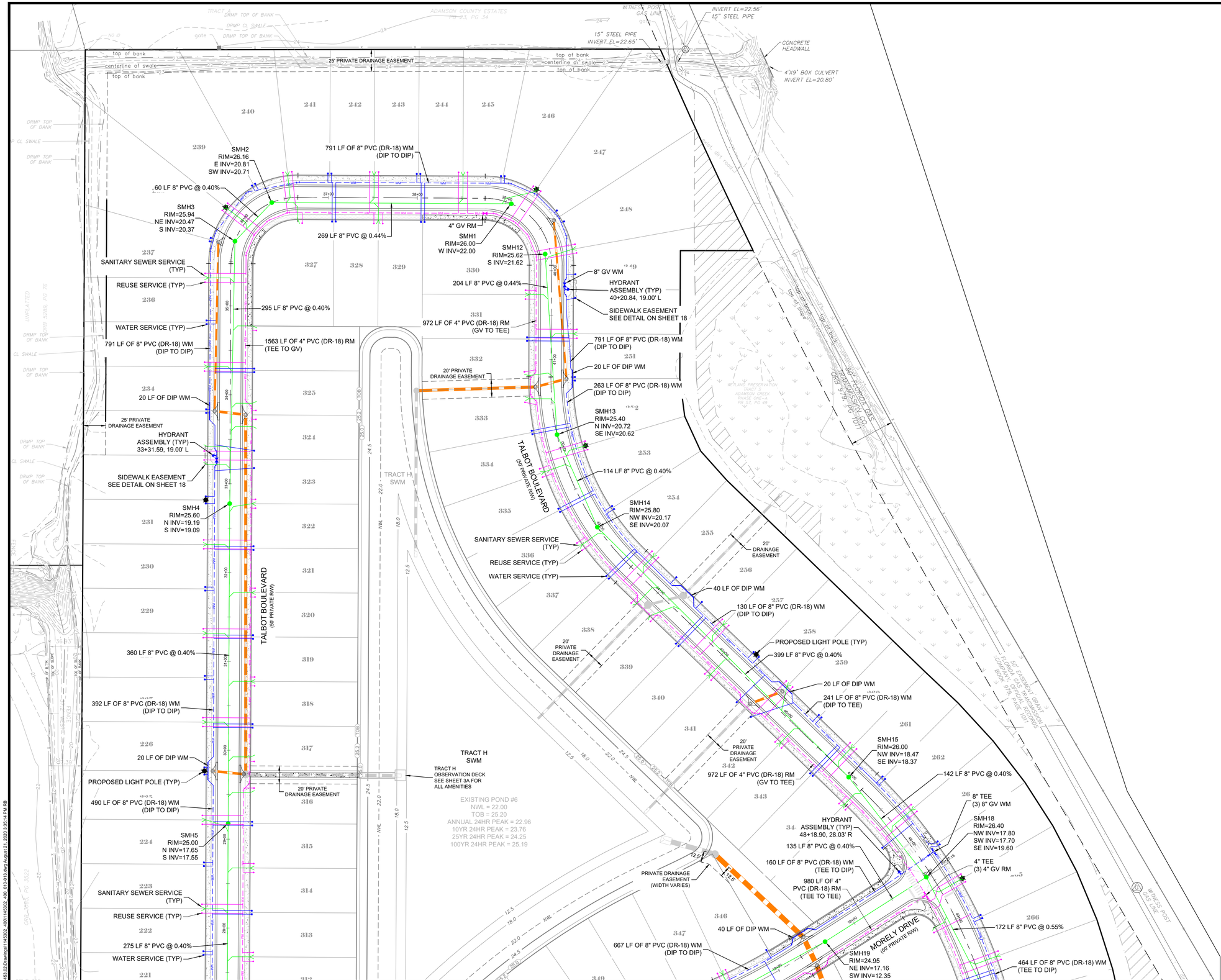
PROJECT NO.
11453.02

DRAWING NO.
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SHEET
12 of 35

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- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- PROPOSED WATER MAIN
- PROPOSED REUSE MAIN
- PROPOSED SANITARY FORCE MAIN
- 269 LOT NUMBER
- PROPERTY LINE
- WETLAND AREA
- WETLAND BUFFER AREA
- COMMON CONCRETE SIDEWALK
- HOME BUILDER CONCRETE SIDEWALK
- RECREATIONAL SIDEWALK
- EL ELEVATION
- FM FORCE MAIN
- GV GATE VALVE
- NWL NORMAL WATER LEVEL
- RM REUSE MAIN
- WM WATER MAIN
- PROPOSED LIGHT POLE
- FS# FITNESS STATION

GENERAL NOTES:

1. NO CONSTRUCTION IS ALLOWED WITHIN THE WETLAND CONSERVATION AREA.
2. SEE SHEET 23 FOR BREVARD COUNTY SANITARY SEWER DETAILS.
4. SEE SHEETS 25-27 FOR CITY OF COCOA TECHNICAL PROVISIONS.
5. SEE SHEETS 28-29 FOR CITY OF COCA WATER MAIN DETAILS.
6. SEE SHEETS 3A, 3B, 9 AND 9A FOR AMENITIES INFORMATION.

PIPE DEFLECTIONS
ALL PIPE DEFLECTIONS SHALL BE PER THE MANUFACTURER'S RECOMMENDATIONS AND AWWA REQUIREMENTS FOR MAXIMUM DEFLECTION. CONTRACTOR SHALL INCORPORATE THE APPROPRIATE FITTINGS ON PIPE DEFLECTIONS (IN ACCORDANCE WITH PIPE MANUFACTURER'S RECOMMENDATIONS) TO COMPLETE THE INSTALLATION OF ALL REUSE MAIN, FORCE MAIN, AND WATER MAIN PIPES CONSISTENT WITH THE LOCATIONS DEPICTED UPON THESE PLANS.

B.S.E. CONSULTANTS, INC.
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LAND SURVEYING

312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
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PHONE: (321) 725-3674 FAX: (321) 723-1159

CERTIFICATE OF PROFESSIONAL ENGINEERS
BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING
BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

50 0 25 50
(IN FEET)
VERTICAL DATUM: NGVD29

1	
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7 CITY COMMENTS	08/19/20
8 CITY COMMENTS 08/10/2020	08/13/20
9 CITY COMMENTS 07/24/2020	07/31/20
DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

UTILITY PLAN

PROJECT NO.
11453.02

DRAWING NO.
1145302_400_013

SHEET
13 of 35

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

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FOR CONTINUATION SEE SHEET 12

FOR CONTINUATION SEE SHEET 11

FOR CONTINUATION SEE ABOVE RIGHT

FOR CONTINUATION SEE BELOW LEFT

LEGEND

- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- PROPOSED WATER MAIN
- PROPOSED REUSE MAIN
- PROPOSED SANITARY FORCE MAIN
- 269 — LOT NUMBER
- PROPERTY LINE
- WETLAND AREA
- WETLAND BUFFER AREA
- COMMON CONCRETE SIDEWALK
- HOME BUILDER CONCRETE SIDEWALK
- RECREATIONAL SIDEWALK
- EL — ELEVATION
- FM — FORCE MAIN
- GV — GATE VALVE
- NWL — NORMAL WATER LEVEL
- RM — REUSE MAIN
- WM — WATER MAIN
- PROPOSED LIGHT POLE
- FS# — FITNESS STATION

50' FLORIDA GAS TRANSMISSION CO.
ORB 979, PG 1011

TRACT I
RECREATION AREA
FITNESS COURSE
SEE SHEET 3A FOR ALL AMENITIES

TRACT I
STORM WATER
MANAGEMENT (SWM)

TRACT V
STORM WATER
MANAGEMENT (SWM)

EXISTING POND #5
NWL=22.00
TOB = 24.50
ANNUAL 24HR PEAK = 22.90
10YR 24HR PEAK = 23.27
25YR 24HR PEAK = 23.46
100YR 24HR PEAK = 23.78

EXISTING POND #5
NWL=22.00
TOB = 24.50
ANNUAL 24HR PEAK = 22.90
10YR 24HR PEAK = 23.27
25YR 24HR PEAK = 23.46
100YR 24HR PEAK = 23.78

FS4 FS5 FS6 FS7 FS8 FS9 FS10

INV=22.08
41 LF OF 6" PVC
INV=21.99
4'x4' CONCRETE PADS
INV=22.31
INV=22.39
CENTERLINE OF 3' WIDE CONCRETE FLUME INV=22.38
GV
CENTERLINE OF 3' WIDE CONCRETE FLUME INV=22.32
INV.=22.05
INV.=21.86
EXISTING RUBBLE WEIR ELEV.=22.85
CENTERLINE OF 3' WIDE CONCRETE FLUME INV=22.22'
INV=22.28
24" RCP
CENTERLINE OF 3' WIDE CONCRETE FLUME INV=22.23
INV=21.98
4'x4' CONCRETE PADS
INV=21.88
RIP-RAP COLLAR AROUND DRAINAGE STRUCTURE
BUBBLE UP CS-5C
TOP OF GRATE EL=22.13'
E.INV.=16.88'
SUMP EL =14.63'
INV=22.03
INV=22.08
BUBBLE UP CS-5D
TOP OF GRATE EL=23.13'
W.INV.=16.90'
SUMP EL =14.85'
15" P.V.C.
RIP-RAP COLLAR AROUND DRAINAGE STRUCTURE
4'x4' CONCRETE PADS
INV=22.00
6" PVC
INV=22.01
30" HDPE PIPE
30" HDPE PIPE
MES INV.= 22.47'
MES INV.=22.99
INV=22.03
INV=21.87
WETLAND CONSERVATION BOUNDARY
WETLAND BUFFER AREA
INV=22.42
INV=22.03
INV=22.02
INV=22.06

NWL 22.0 24.5 18.0 12.5

ADAMSON CREEK PHASE ONE-A PB 57, PG 49

NE CORNER OF THE N 1/4 OF SECTION 22 FD 4"X4" CM, ID# LB3608

TRACT G

NORTHWEST LAKES, A CONDOMINIUM PHASES 1 - 7 ORB 3902, PG 3425

TRACT J

TRACT F

TRACT E

NE CORNER OF 1 S 1/2 - SW 1/4 OF FD 4"X4" CM, ID#

QUARTER SECTION LINE

GENERAL NOTES:

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DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE
ADAMSON CREEK PHASE ONE-C

SHEET TITLE
UTILITY PLAN

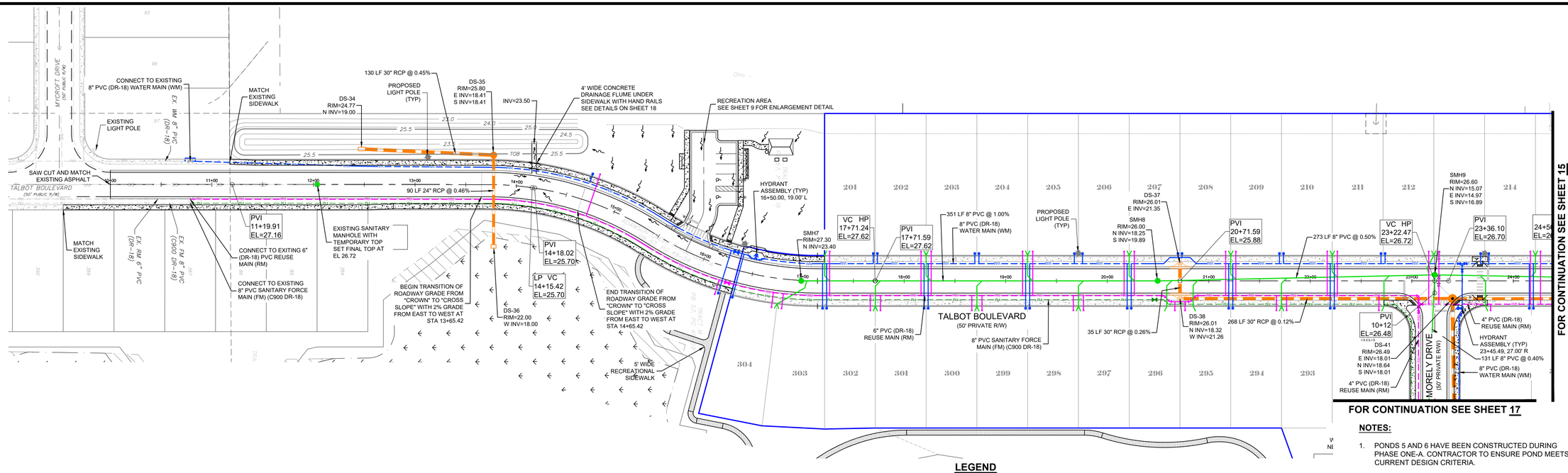
PROJECT NO. 11453.02

DRAWING NO. 1145302_400_013A

SHEET 13A of 35

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

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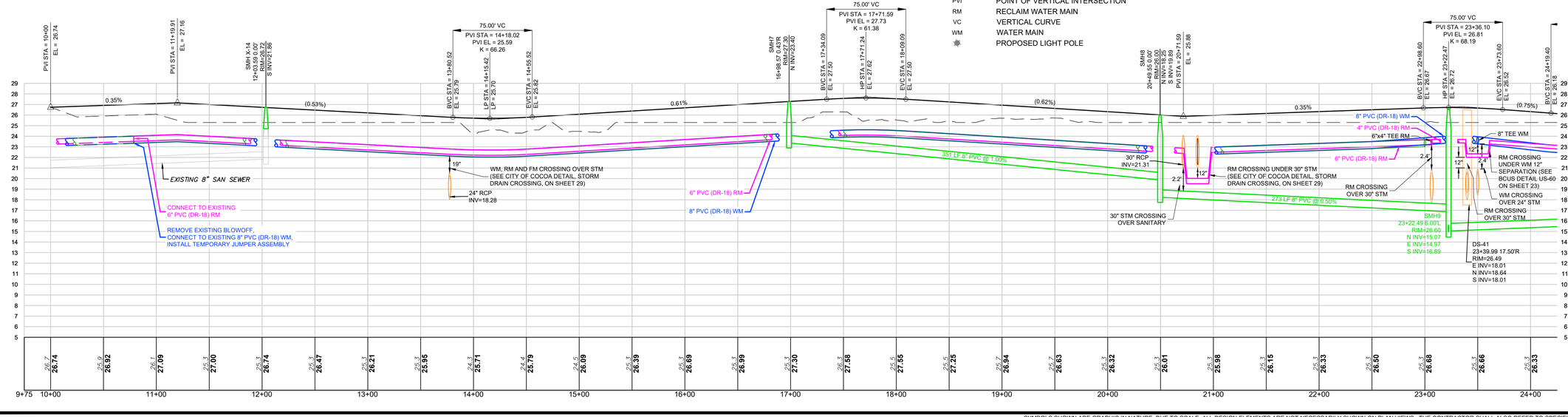
LEGEND

- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- PROPOSED WATER MAIN
- PROPOSED REUSE MAIN
- PROPOSED SANITARY FORCE MAIN
- GRADE BREAK LINE
- 269 LOT NUMBER
- PROPERTY LINE
- WETLAND AREA
- WETLAND BUFFER AREA
- COMMON AREA CONCRETE SIDEWALKS SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS
- HOME BUILDER AREA CONCRETE SIDEWALKS SHALL BE CONSTRUCTED AS PART OF HOME CONSTRUCTION
- RECREATIONAL AREA SIDEWALKS SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS

BCUS	BREVARD COUNTY UTILITY SERVICES
BVC	BEGIN VERTICAL CURVE
EL	ELEVATION
EVC	END VERTICAL CURVE
FM	FORCE MAIN
GB	GRADE BREAK
[HP]	HIGH POINT
[LP]	LOW POINT
NWL	NORMAL WATER LEVEL
PVI	POINT OF VERTICAL INTERSECTION
RM	RECLAIM WATER MAIN
VC	VERTICAL CURVE
WM	WATER MAIN
	PROPOSED LIGHT POLE

NOTES:

1. PONDS 5 AND 6 HAVE BEEN CONSTRUCTED DURING PHASE ONE-A. CONTRACTOR TO ENSURE POND MEETS CURRENT DESIGN CRITERIA.
2. NO CLEARING OR CONSTRUCTION IS ALLOWED WITHIN THE WETLAND CONSERVATION AREA.
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4. SEE SHEET 18 FOR PAVEMENT DETAILS.
5. SEE SHEET 19 FOR TYPICAL LOT GRADING DETAILS.
6. SEE SHEET 20 FOR FDOT DRAINAGE STRUCTURE DETAILS.
7. SEE ENLARGEMENT DETAILS ON SHEET 9 FOR SIGNAGE AND PAVEMENT MARKING CALLOUTS.
8. MAINTAIN 36" TYPICAL COVER OVER WATER MAIN, RECLAIM WATER MAIN AND FORCE MAIN. PER CITY DETAIL, ("TYPICAL REQUIRED SEPARATION") 30" MINIMUM COVER FOR PVC PIPE AND MINIMUM 24" COVER FOR DUCTILE IRON PIPE. SEE DETAIL SHEET 29.
9. WHEN WATER AND OR RECLAIM MAIN CROSSES OVER STORM PIPE MAINTAIN A 6" MINIMUM SEPARATION AT CROSSING, 12" OR GREATER IS PREFERRED PER CITY DETAIL, STORM DRAIN CROSSING. SEE DETAIL SHEET 29.
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11. FOR SANITARY AND STORM SEWER PIPE CROSSINGS REFER TO BREVARD COUNTY UTILITY SERVICES DETAILS US-60 AND US-66 ON SHEET 23.



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SCOTT M. GLAUBITZ, P.E. & P.L.S. STATE OF FLORIDA, No. 33659 No. 4151
HASSAN A. KAMAL, P.E. STATE OF FLORIDA, No. 41951

50 0 25 50
(IN FEET)
VERTICAL DATUM: NGVD29

5' 2.5' 0 5'

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7	CITY COMMENTS	08/19/20
8	CITY COMMENTS 08/10/2020	08/13/20
9	CITY COMMENTS 07/24/2020	07/31/20
	DATE:	07/13/20
	DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

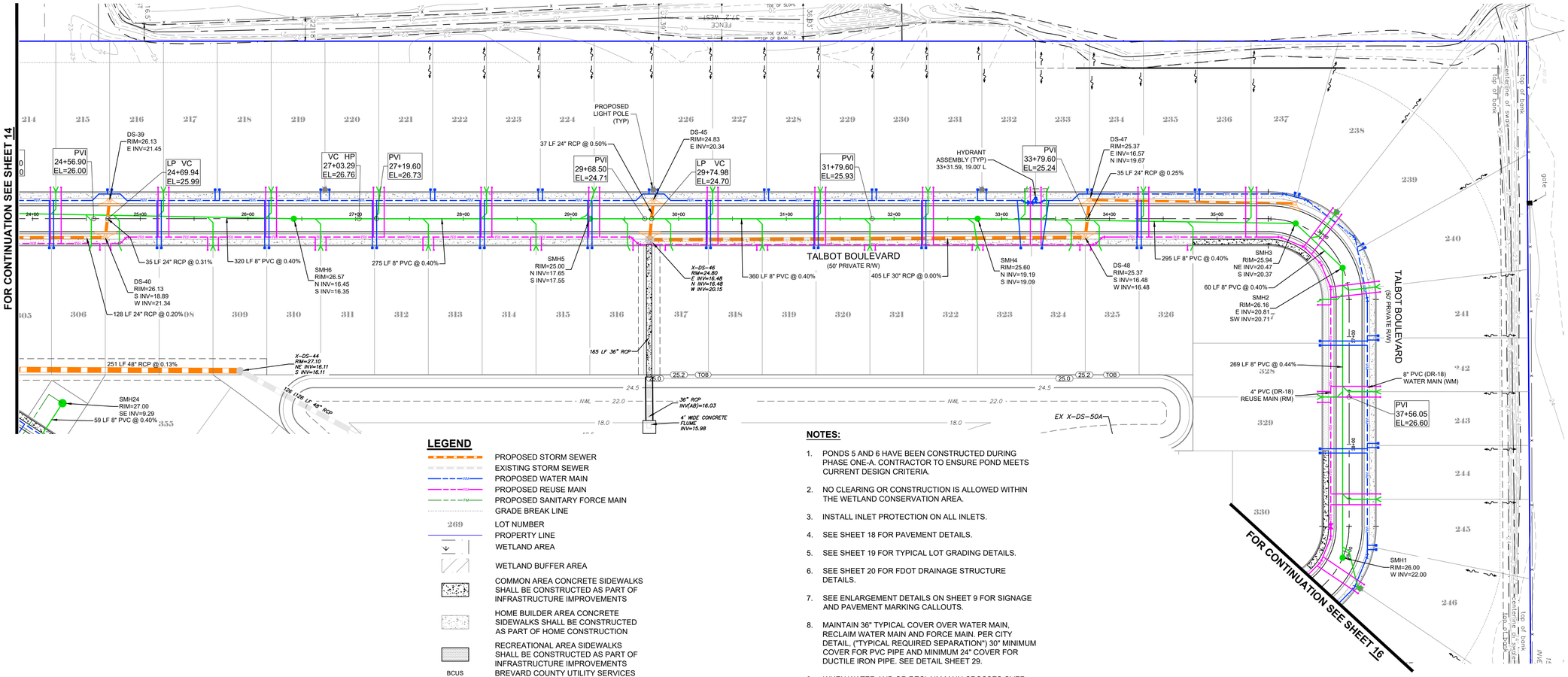
ROADWAY PLAN AND PROFILE TALBOT BLVD CL STA 10+00 TO 24+00

PROJECT NO. 11453.02

DRAWING NO. 1145302_400_014

SHEET 14 of 35

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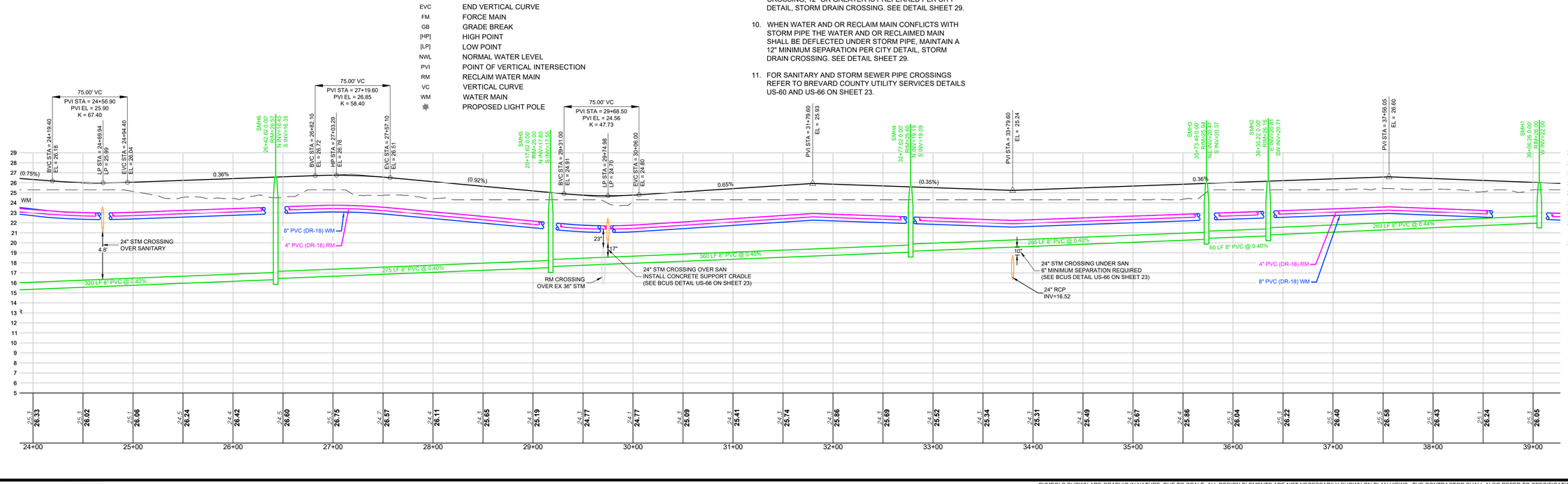
LEGEND

- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- PROPOSED WATER MAIN
- PROPOSED REUSE MAIN
- PROPOSED SANITARY FORCE MAIN
- GRADE BREAK LINE
- 269 LOT NUMBER
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- COMMON AREA CONCRETE SIDEWALKS SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS
- HOME BUILDER AREA CONCRETE SIDEWALKS SHALL BE CONSTRUCTED AS PART OF HOME CONSTRUCTION
- RECREATIONAL AREA SIDEWALKS SHALL BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS

BCUS	BREVARD COUNTY UTILITY SERVICES
BVC	BEGIN VERTICAL CURVE
EL	ELEVATION
EVC	END VERTICAL CURVE
FM	FORCE MAIN
GB	GRADE BREAK
[HP]	HIGH POINT
[LP]	LOW POINT
NWL	NORMAL WATER LEVEL
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WM	WATER MAIN
	PROPOSED LIGHT POLE

NOTES:

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4. SEE SHEET 18 FOR PAVEMENT DETAILS.
5. SEE SHEET 19 FOR TYPICAL LOT GRADING DETAILS.
6. SEE SHEET 20 FOR FDOT DRAINAGE STRUCTURE DETAILS.
7. SEE ENLARGEMENT DETAILS ON SHEET 9 FOR SIGNAGE AND PAVEMENT MARKING CALLOUTS.
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11. FOR SANITARY AND STORM SEWER PIPE CROSSINGS REFER TO BREVARD COUNTY UTILITY SERVICES DETAILS US-60 AND US-66 ON SHEET 23.



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50 0 25 50
(IN FEET)
VERTICAL DATUM: NGVD29

5' 2.5' 0 5'

1	CITY COMMENTS 08/19/20
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DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

ROADWAY PLAN AND PROFILE
TALBOT BLVD
CL STA 24+00 TO 39+00

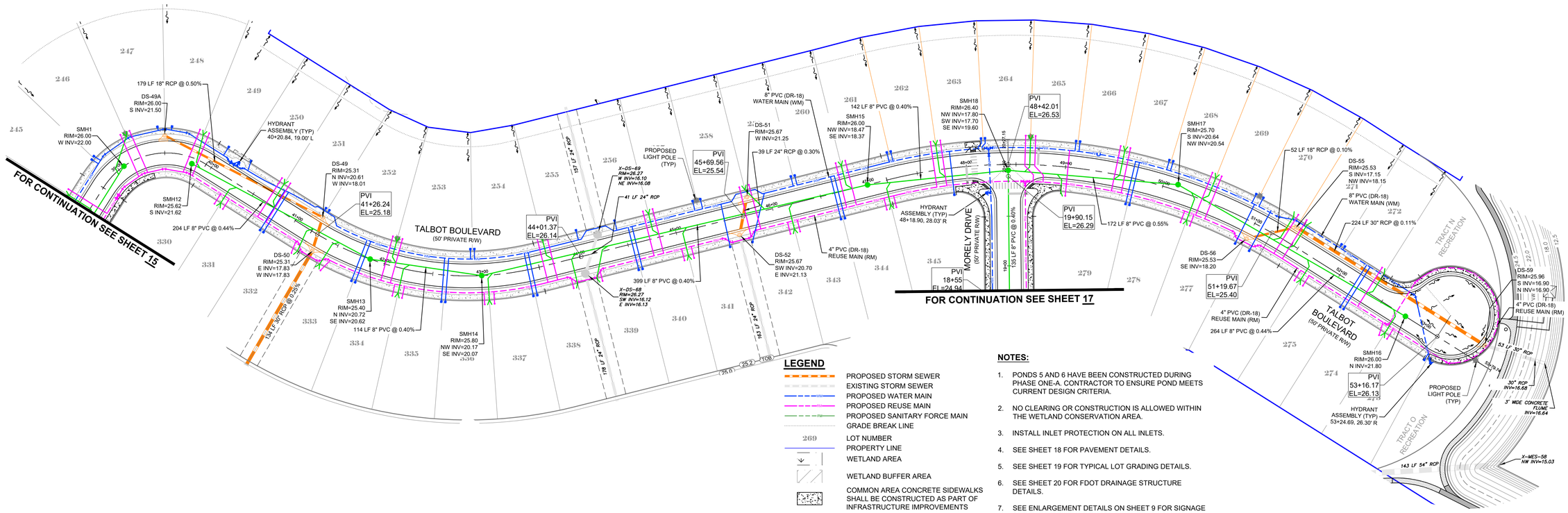
PROJECT NO. 11453.02

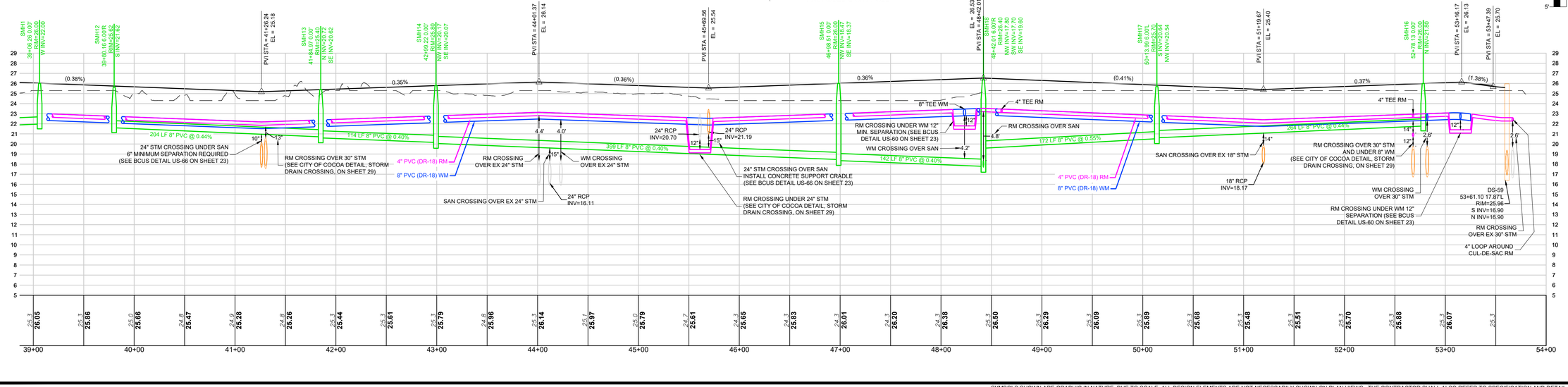
DRAWING NO. 1145302_400_015

SHEET 15 of 35

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PROJECT TITLE
ADAMSON CREEK PHASE ONE-C

SHEET TITLE
ROADWAY PLAN AND PROFILE
TALBOT BLVD
CL STA 39+00 TO 54+00

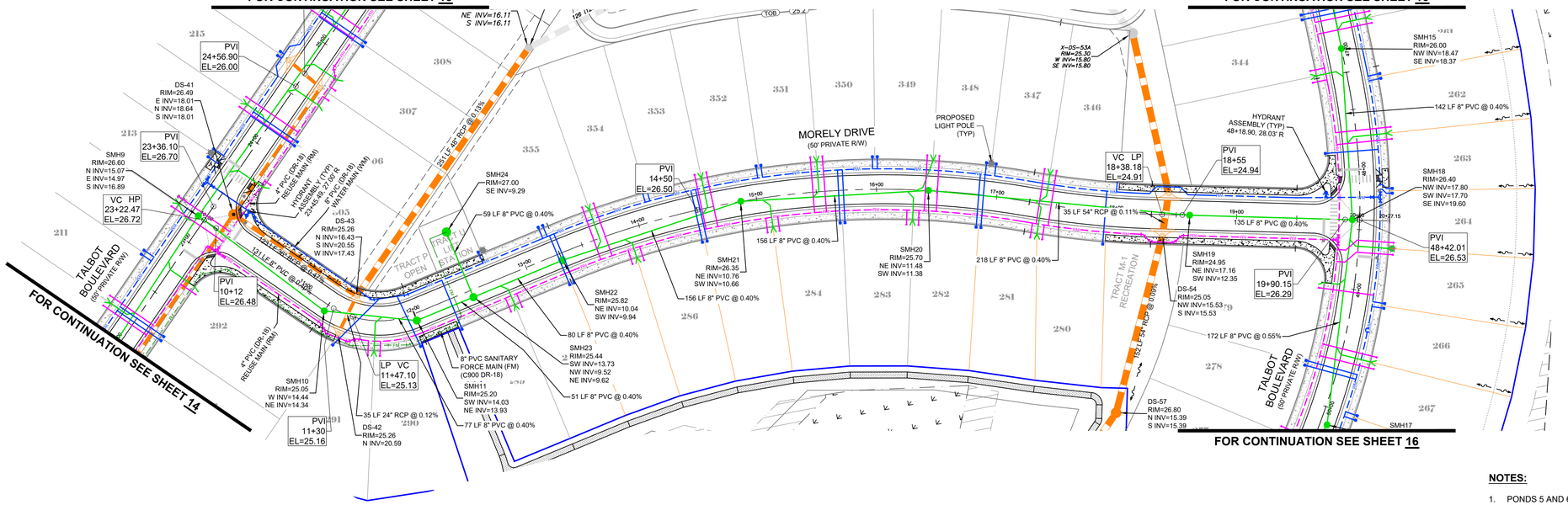
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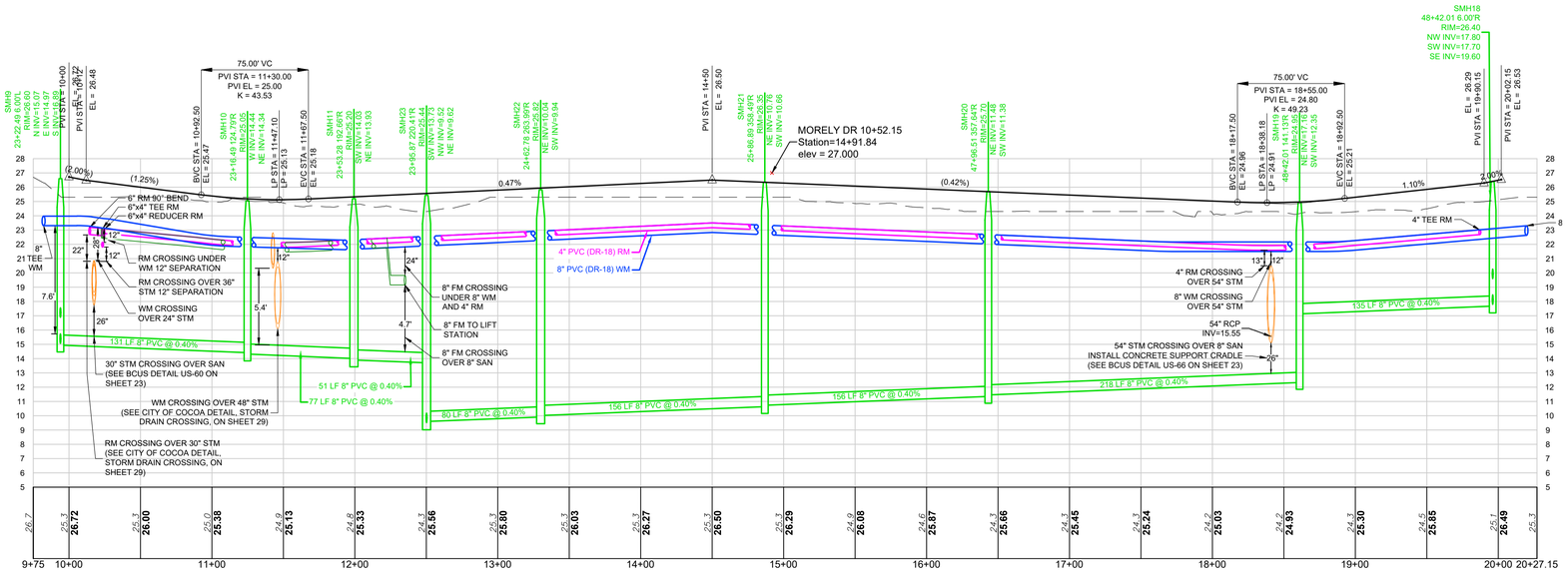
DRAWING NO. 1145302_400_016

SHEET 16 of 35

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✹	PROPOSED LIGHT POLE

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	DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

ROADWAY PLAN AND PROFILE MORELY DRIVE CL STA 10+00 TO 20+02.15

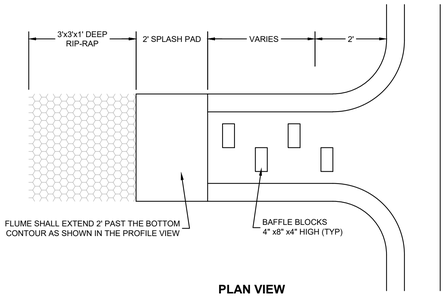
PROJECT NO.
11453.02

DRAWING NO.
1145302_400_017

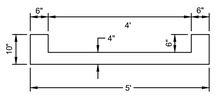
SHEET
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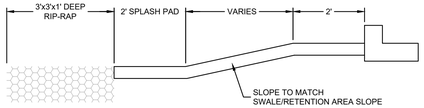
SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.



PLAN VIEW



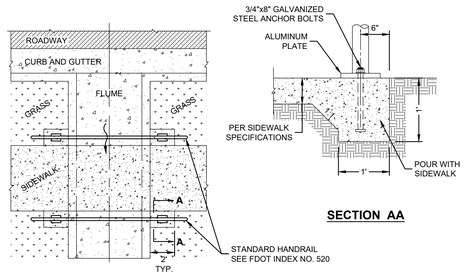
SECTION VIEW



PROFILE VIEW

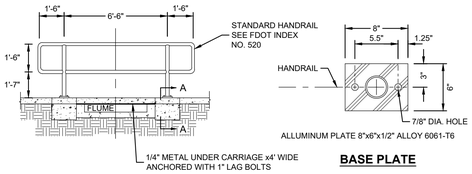
NOTE
SEE SIDEWALK AND FLUME DETAIL, THIS SHEET.

CONCRETE DRAINAGE FLUME
N.T.S.



PLAN

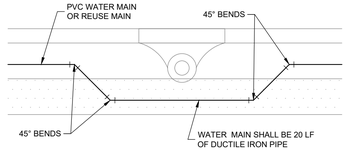
SECTION AA



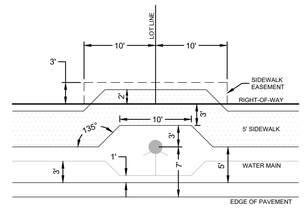
FRONT ELEVATION

BASE PLATE

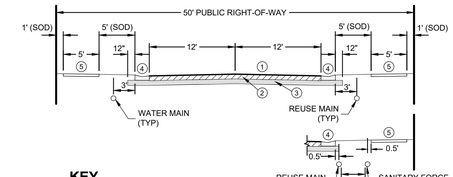
SIDEWALK AND FLUME DETAIL
NTS



WATER MAIN / REUSE MAIN BEHIND STORM INLET DETAIL
N.T.S.



SIDEWALK EASEMENT DETAIL
N.T.S.



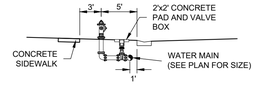
KEY

1. 1-1/2" TYPE SP-12.5 ASPHALTIC CONCRETE
2. 8" BASE WITH FDOT APPROVED PRIME COAT
   OPTIONS:
   - LIMEROCK, L.B.R. 100 MIN.
   - CEMENTED COQUINA SHELL, F.D.O.T. APPROVED, L.B.R. 100 MIN., COMPACTED TO 98% MAX. DENSITY PER AASHTO T-180
3. 8" STABILIZED SUB-GRADE, L.B.R. 50 MIN., COMPACTED TO 98% MAX. DENSITY PER AASHTO T-180 (EXTEND 12" BEYOND CURB)
4. MIAMI CURB - 2' WIDE
5. CONCRETE SIDEWALK (DESIGN CROSS SLOPE IS 1.5%, MAX 2%); SEE DETAIL FOR SPECIFICATIONS

***ALTERNATE ROAD SECTION:* NO STABILIZED SUB-GRADE, 12" BASE, AND 1-1/2" ASPHALTIC CONCRETE**

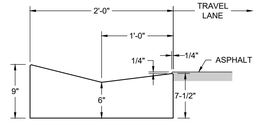
NOTE: INSTALL SOD BEHIND ALL CURB, SIDEWALK, AND DISTURBED AREAS WITHIN THE RIGHT-OF-WAY

RIGHT-OF-WAY AND ROAD SECTION DETAIL
N.T.S.

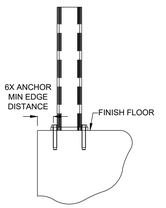


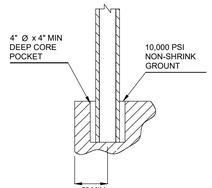
NOTE:
AT FIRE HYDRANT LOCATIONS, WATER MAIN TO BE PLACED 1' BACK OF CURB AS TO ALLOW 5' FROM BACK OF CURB TO HYDRANT

FIRE HYDRANT ASSEMBLY
N.T.S.

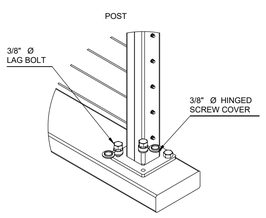


MIAMI CURB
N.T.S.

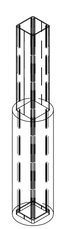




KEY NO.	DESCRIPTION		QTY.
1	BASE PLATE		2
2	TERMINAL POST (6005 TS ALUM.)		2
3	RECTANGULAR TOP RAIL (6082 T6 ALUM.)		1
4	TOP RAIL SNAP COVER (6082 T6 ALUM.)		1
5	RECTANGULAR RAIL END		1
6	RECTANGULAR RAIL END (ADC12 ALUM.)		1
7	FIELD THREADED TERMINAL		13
8	FIELD THREADED TENSIONER		13
9	STAINLESS CABLE 3/16" DIA.		13
10	STAINLESS WASHER	STD	26
11	STAINLESS HEX NUT	STD	26
12	STAINLESS ACORN NUT	STD	26
13	6-32 SS TYPE	STD	4
14	1/4-20x2 1/2 PHIL FH T/F 410 SS	STD	8
15	LAG BOLT	STD	8

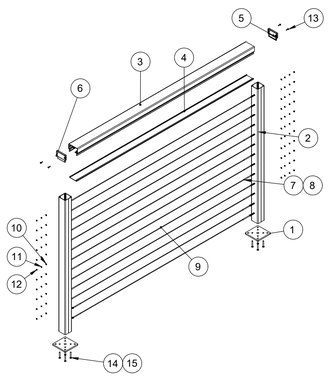


DECK MOUNT



CORE MOUNT

TYPICAL MOUNTING OPTIONS



ISOMETRIC VIEW

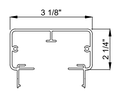


TERMINAL POST
DWG NO. 03-001-01



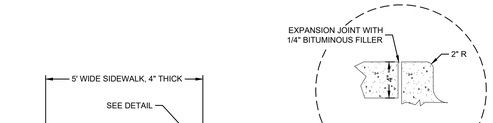
INTERMEDIATE POST
DWG NO. 03-001-02

POST DETAIL

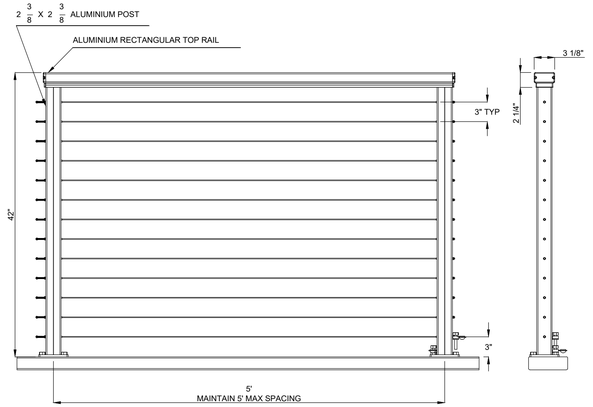


RECTANGULAR
DWG NO. 03-004-01

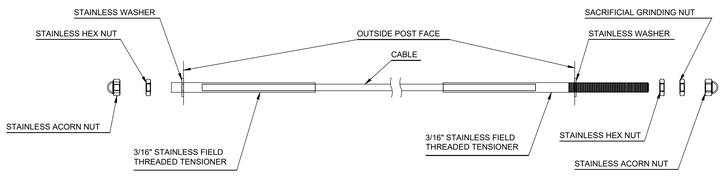
TOP RAIL DETAIL



SIDEWALK ADJACENT TO PARKING
N.T.S.



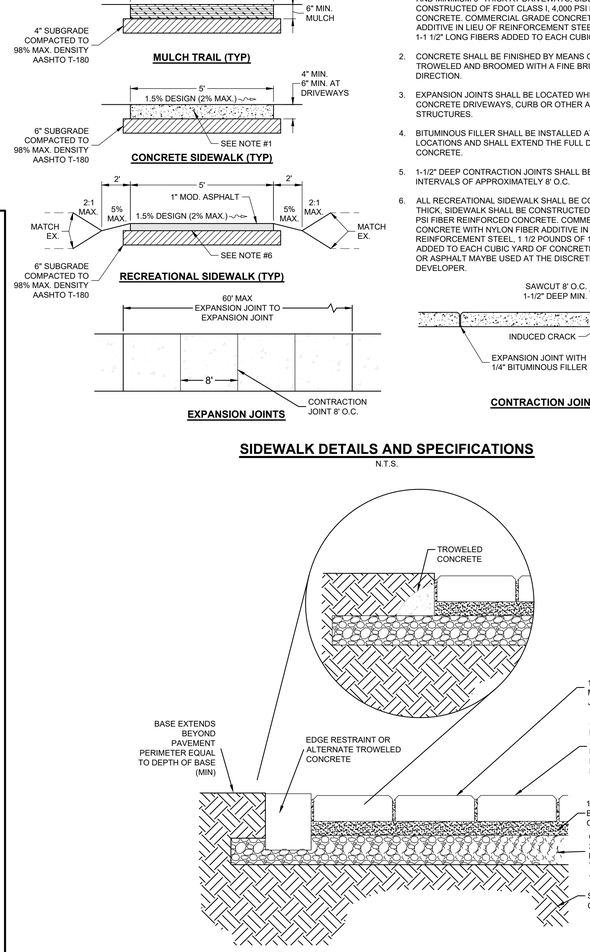
SECTION VIEW



1. CUT EXCESS THREAD.
2. REMOVE SACRIFICIAL NUT.
3. SCREW ON ACORN NUT.

CABLE ATTACHMENT DETAIL

42" CABLE RAILING DETAIL
NTS



MULCH TRAIL (TYP)

CONCRETE SIDEWALK (TYP)

RECREATIONAL SIDEWALK (TYP)

EXPANSION JOINTS

CONTRACTION JOINT

NOTES:
1. ALL SIDEWALK WITHIN PUBLIC RIGHT-OF-WAY SHALL BE MINIMUM 4" AND MINIMUM 6" THICK AT DRIVEWAYS. SIDEWALK SHALL BE CONSTRUCTED OF FDOT CLASS I, 4,000 PSI FIBER REINFORCED CONCRETE. COMMERCIAL GRADE CONCRETE WITH NYLON FIBER ADDITIVE IN LIEU OF REINFORCEMENT STEEL, 1 1/2 POUNDS OF 1-1 1/2" LONG FIBERS ADDED TO EACH CUBIC YARD OF CONCRETE.
2. CONCRETE SHALL BE FINISHED BY MEANS OF A FLOAT, STEEL TROWELED AND BROOMED WITH A FINE BRUSH IN A TRANSVERSE DIRECTION.
3. EXPANSION JOINTS SHALL BE LOCATED WHERE SIDEWALK ABUTS CONCRETE DRIVEWAYS, CURB OR OTHER ADJACENT STRUCTURES.
4. BITUMINOUS FILLER SHALL BE INSTALLED AT EXPANSION JOINT LOCATIONS AND SHALL EXTEND THE FULL DEPTH OF THE CONCRETE.
5. 1-1/2" DEEP CONTRACTION JOINTS SHALL BE PLACED AT INTERVALS OF APPROXIMATELY 8' O.C.
6. ALL RECREATIONAL SIDEWALK SHALL BE CONCRETE, MINIMUM 4" THICK, SIDEWALK SHALL BE CONSTRUCTED OF FDOT CLASS I, 4,000 PSI FIBER REINFORCED CONCRETE. COMMERCIAL GRADE CONCRETE WITH NYLON FIBER ADDITIVE IN LIEU OF REINFORCEMENT STEEL, 1 1/2 POUNDS OF 1-1 1/2" LONG FIBERS ADDED TO EACH CUBIC YARD OF CONCRETE. BRICK PAVERS AND OR ASPHALT MAYBE USED AT THE DISCRETION OF THE DEVELOPER.

SIDEWALK DETAILS AND SPECIFICATIONS
N.T.S.

BRICK PAVER INSTALLATION
N.T.S.

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CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

6000 0 3000 6000
(IN FEET)
VERTICAL DATUM: NGVD29

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1	CITY COMMENTS 08/19/20
2	CITY COMMENTS 08/10/2020 08/13/20
3	CITY COMMENTS 07/24/2020 07/31/20
DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE
ADAMSON CREEK PHASE ONE-C

SHEET TITLE
GENERAL DETAILS

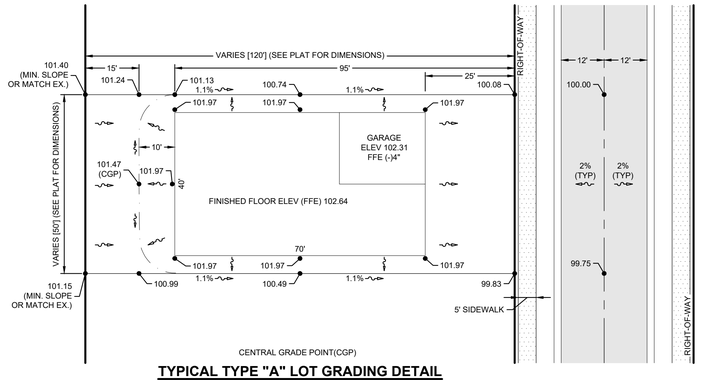
PROJECT NO.
11453.02

DRAWING NO.
1145302_400_018

SHEET
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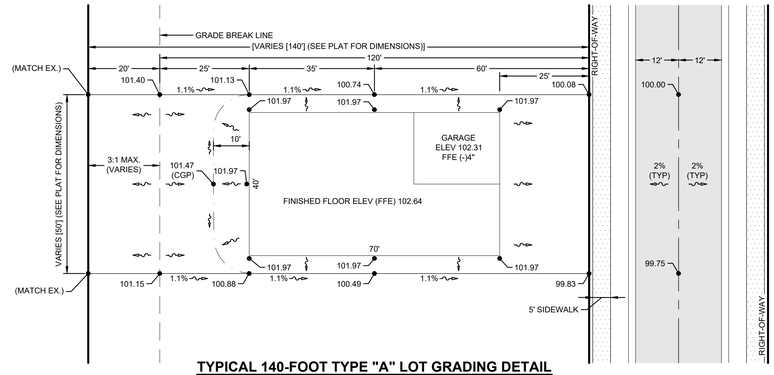
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CENTRAL GRADE POINT(CGP)

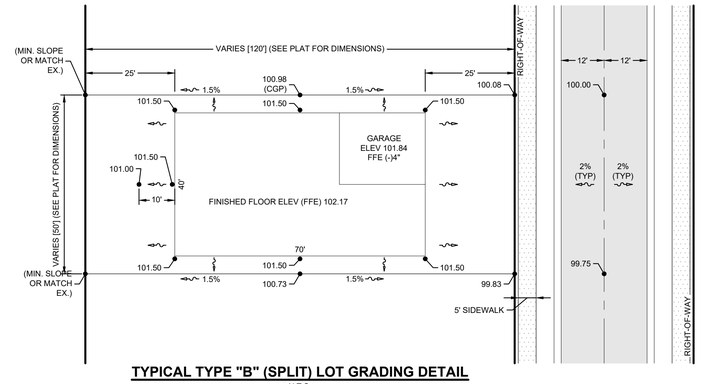
TYPICAL TYPE "A" LOT GRADING DETAIL

N.T.S.



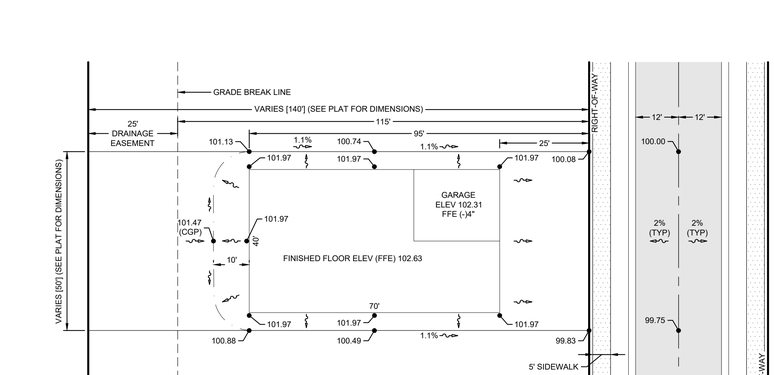
TYPICAL 140-FOOT TYPE "A" LOT GRADING DETAIL (LOTS 201-232)

N.T.S.



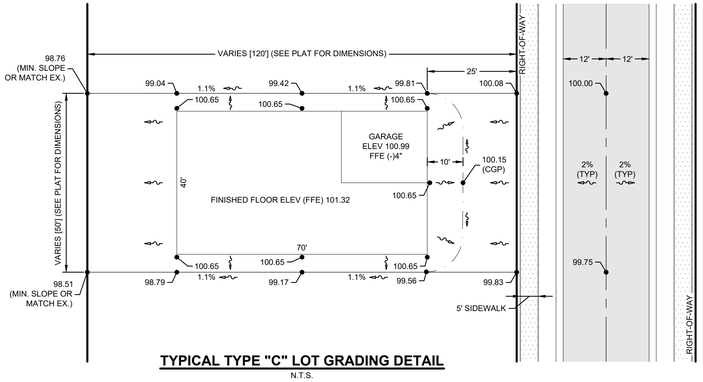
TYPICAL TYPE "B" (SPLIT) LOT GRADING DETAIL

N.T.S.



TYPICAL TYPE "A" (MODIFIED) LOT GRADING DETAIL (LOTS 233-247)

N.T.S.



TYPICAL TYPE "C" LOT GRADING DETAIL

N.T.S.

LOT GRADING DESIGN PARAMETERS:

- BUILDABLE AREA = 40' x 70'
- SIDE YARD SWALE:
  - TYPE "A" LOT: 1.1% MIN.
  - TYPE "B" LOT: 1.5% MIN.
  - TYPE "C" LOT: 1.1% MIN.
- BUILDING DIRT PAD: 6" BELOW F.F.E.
- GRADE ADJACENT TO HOME: 8" BELOW F.F.E. (6" + 2" TO ALLOW FOR SOD PLACEMENT)
- MINIMUM SLOPE AWAY FROM HOME AT REAR: 5% TO CENTRAL GRADE POINT(CGP) 10' FROM BUILDING

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(IN FEET)

VERTICAL DATUM: NGVD29

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8	CITY COMMENTS 07/24/2020 07/31/20
DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

GENERAL DETAILS

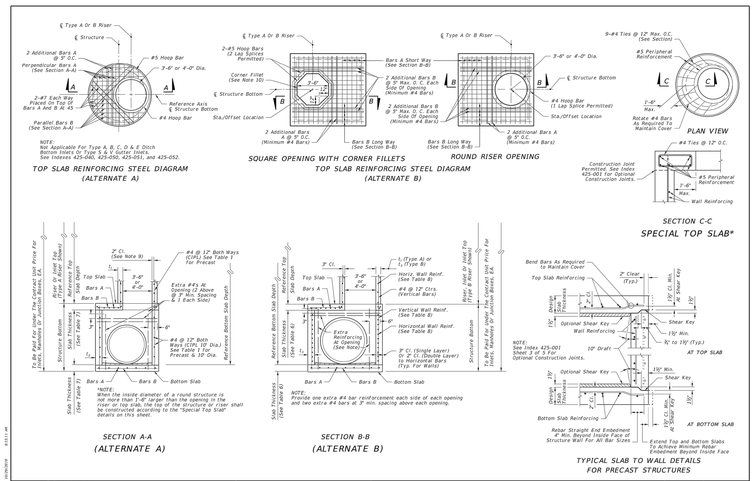
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DRAWING NO. 1145302_400_019

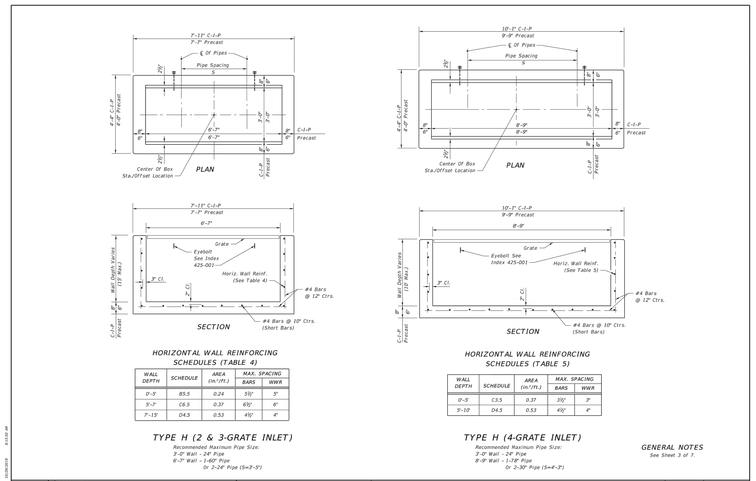
SHEET 19 of 35

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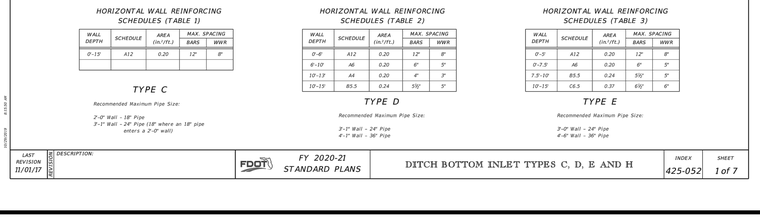
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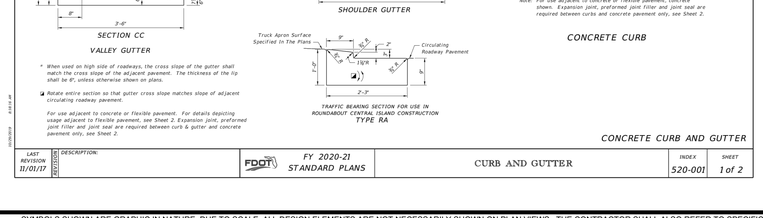
WALL DEPTH	SCHEDULE	AREA (in²/ft.)	MAX. SPACING BARS	MAX. SPACING WWR
0'-5'	B5.5	0.24	5½"	5"
5'-7'	C6.5	0.37	6½"	6"
7'-13'	D4.5	0.53	4½"	4"

WALL DEPTH	SCHEDULE	AREA (in²/ft.)	MAX. SPACING BARS	MAX. SPACING WWR
0'-5'	C3.5	0.37	3½"	3"
5'-10'	D4.5	0.53	4½"	4"

LAST REVISION 11/01/17	REVISION	DESCRIPTION:	FDOT FY 2020-21 STANDARD PLANS	DITCH BOTTOM INLET TYPES C, D, E AND H	INDEX 425-052	SHEET 2 of 7



LAST REVISION 11/01/17	REVISION	DESCRIPTION:	FDOT FY 2020-21 STANDARD PLANS	CURB INLET TOPS TYPES 1, 2, 3 AND 4	INDEX 425-020	SHEET 1 of 1



LAST REVISION 11/01/17	REVISION	DESCRIPTION:	FDOT FY 2020-21 STANDARD PLANS	DITCH BOTTOM INLET TYPES C, D, E AND H	INDEX 425-052	SHEET 3 of 7

WALL DEPTH	SCHEDULE	AREA (in²/ft.)	MAX. SPACING BARS	MAX. SPACING WWR
0'-13'	A12	0.20	12"	8"

WALL DEPTH	SCHEDULE	AREA (in²/ft.)	MAX. SPACING BARS	MAX. SPACING WWR
0'-8'	A12	0.20	12"	8"
6'-10'	A6	0.20	6"	5"
10'-13'	A4	0.20	4"	3"
10'-19'	B5.5	0.24	5½"	5"

WALL DEPTH	SCHEDULE	AREA (in²/ft.)	MAX. SPACING BARS	MAX. SPACING WWR
0'-5'	A12	0.20	12"	8"
0'-7.5'	A6	0.20	6"	5"
7.5'-10'	B5.5	0.24	5½"	5"
10'-13'	C6.5	0.37	6½"	6"

LAST REVISION 11/01/17	REVISION	DESCRIPTION:	FDOT FY 2020-21 STANDARD PLANS	DITCH BOTTOM INLET TYPES C, D, E AND H	INDEX 425-052	SHEET 1 of 7

LAST REVISION 11/01/17	REVISION	DESCRIPTION:	FDOT FY 2020-21 STANDARD PLANS	CURB AND GUTTER	INDEX 520-001	SHEET 1 of 2

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DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE
ADAMSON CREEK PHASE ONE-C

SHEET TITLE
FDOT DETAILS

PROJECT NO.
11453.02

DRAWING NO.
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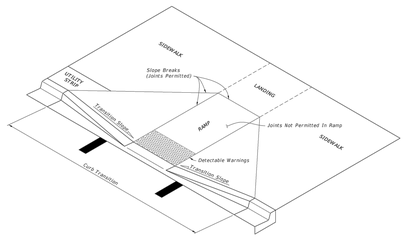
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SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

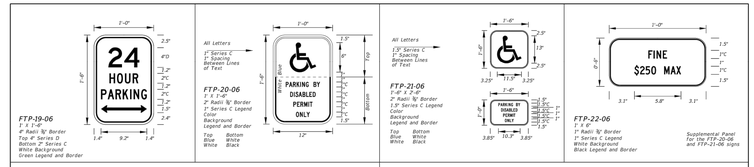
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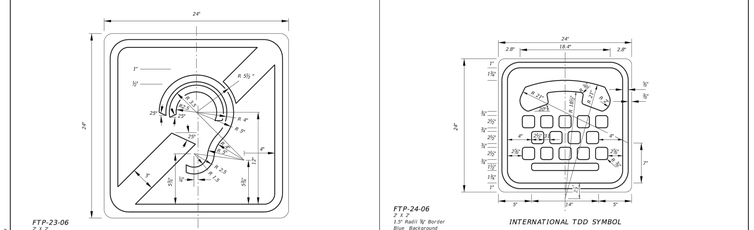
1. Cross Slopes and Grades:
   - A. Sidewalk, ramp, and landing slopes (i.e. 0.02, 0.05, and 1:12) shown in this Index are maximums. With approval of the Engineer, provide the minimum feasible slope where the requirements cannot be met.
   - B. Landings must have cross-slopes less than or equal to 0.02 in any direction.
   - C. Maintain a single longitudinal slope along each side of the curb ramp. Ramp slopes are not required to exceed 15 feet in length.
   - D. Joints permitted at the location of Slope Breaks. Otherwise locate joints in accordance with Index 522-001. No joints are permitted within the ramp portion of the Curb Ramp.
2. Curb, Curb and Gutter and/or Sidewalk:
   - A. Refer to Index 522-001 for concrete thickness and sidewalk details.
   - B. Remove any existing curb, curb and gutter, or sidewalk to the nearest joint beyond the curb transition or to the extent that no remaining section is less than 5 feet long.
3. Curb Ramp Alpha-Identification:
   - A. Sidewalk curb ramp alpha-identifications (e.g. CR-A) are provided for reference purposes in the Plans.
   - B. Alpha-identifications CR-I and CR-J are intentionally omitted.
4. Detectable Warnings:
   - A. Install detectable warnings in accordance with Specification 527.
   - B. Place detectable warnings across the full width of the ramp or landing, to a minimum depth of 2 feet measured perpendicular to the curb line and no greater than 5 feet from the back of the curb or edge of pavement.
   - C. If detectable warnings are shown in the Plans on slopes greater than 5%, align the truncated domes with the centerline of the ramp; otherwise, the truncated domes are not required to be aligned.
5. Detectable Warnings – Acceptance Criteria:
   - A. Color and texture shall be complete and uniform.
   - B. 90% of individual truncated domes shall be in accordance with the Americans with Disabilities Act Standards for Transportation Facilities, Section 705.
   - C. There shall be no more than 4 non-compliant domes in any one square foot.
   - D. Non-compliant domes shall not be adjacent to other non-compliant domes.
   - E. Surfaces shall not deviate more than 0.10" from a true plane.



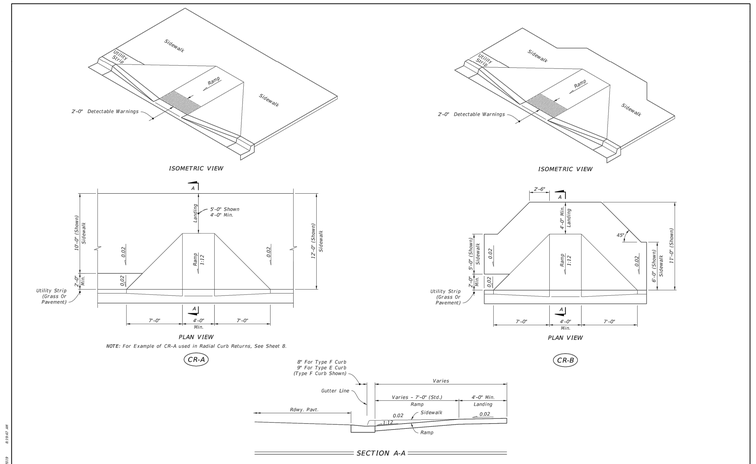
CURB RAMP NOMENCLATURE

LAST REVISION	DESCRIPTION:	FDOT	FY 2020-21 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX	SHEET
11/01/19					522-002	1 of 8

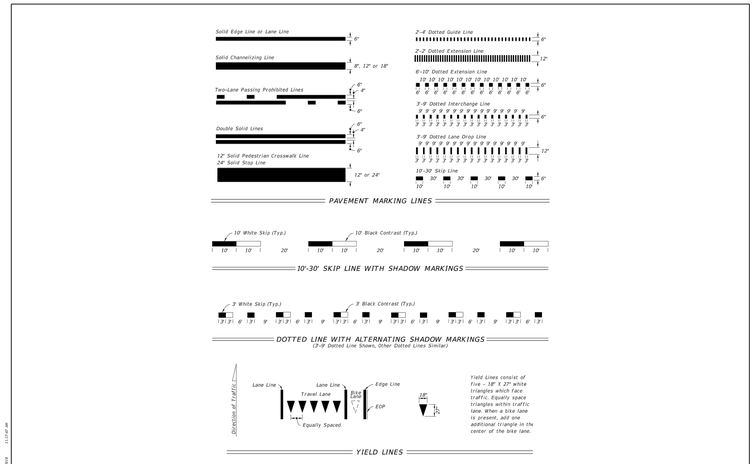




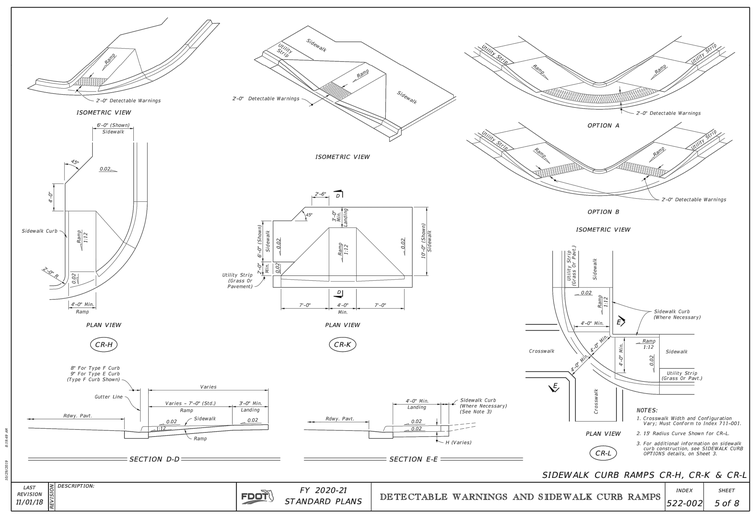
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11/01/19					700-102	4 of 11



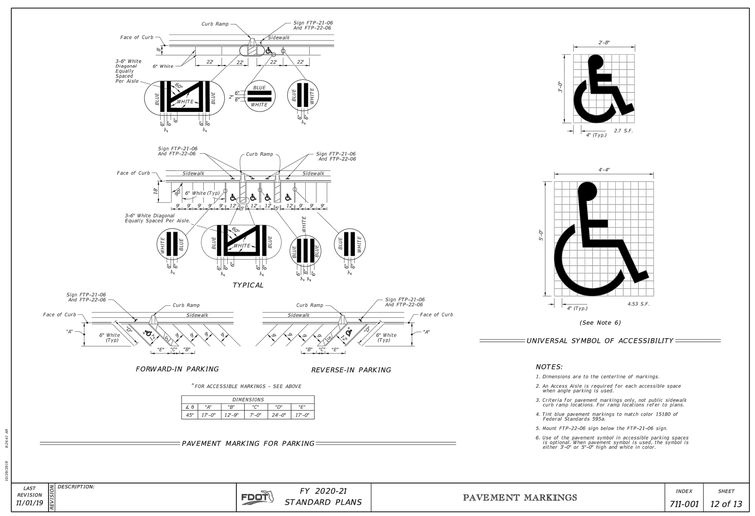
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11/01/18					522-002	2 of 8



LAST REVISION	DESCRIPTION:	FDOT	FY 2020-21 STANDARD PLANS	PAVEMENT MARKINGS	INDEX	SHEET
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LAST REVISION	DESCRIPTION:	FDOT	FY 2020-21 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX	SHEET
11/01/18					522-002	5 of 8



LAST REVISION	DESCRIPTION:	FDOT	FY 2020-21 STANDARD PLANS	PAVEMENT MARKINGS	INDEX	SHEET
11/01/19					711-001	12 of 13

B.S.E. CONSULTANTS, INC.
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CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

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1	CITY COMMENTS 08/19/20
2	CITY COMMENTS 08/10/2020 08/13/20
3	CITY COMMENTS 07/24/2020 07/31/20
DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

FDOT DETAILS

PROJECT NO.

11453.02

DRAWING NO.

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SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

BREVARD COUNTY PUBLIC WORKS ENGINEERING STANDARD DEVELOPMENT NOTES

GENERAL

1. ALL CONSTRUCTION SHALL CONFORM TO FDOT DESIGN STANDARDS (LATEST EDITION), FDOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION (LATEST EDITION), BREVARD COUNTY UTILITY SERVICES CRITERIA FOR WATER AND SANITARY SEWER SYSTEMS, AND BREVARD COUNTY CODE OF ORDINANCES.
2. ISSUANCE OF CERTIFICATE OF COMPLETION: UPON COMPLETION OF CONSTRUCTION OF THE PROJECT AND PRIOR TO SCHEDULING OF THE FINAL INSPECTION, THE APPLICANT OR THEIR AUTHORIZED REPRESENTATIVE, SHALL PROVIDE THE FOLLOWING DOCUMENTATION TO BREVARD COUNTY PUBLIC WORKS ENGINEERING:
   a. A CERTIFICATE OF COMPLETION - REQUEST FOR FINAL INSPECTION FORM. THE FORM MUST BE FROM A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF FLORIDA WITH THEIR SEAL AFFIXED. THE FORM CERTIFIES THAT THE IMPROVEMENTS HAVE BEEN CONSTRUCTED IN CONFORMANCE WITH THE APPROVED CONSTRUCTION PLANS AND SPECIFICATIONS.
   b. A COMPLETE SET OF TESTING REPORTS FOR ALL TESTS PERFORMED ON THE PROJECT WITHIN THE COUNTY RIGHT-O- WAY AND/OR FOR ALL SUBDIVISION CONSTRUCTION REGARDLESS OF PUBLIC OR PRIVATE.
   c. THREE SETS OF AS-BUILT DRAWINGS MEETING THE REQUIREMENTS OF SECTION 61G17, F.A.C., AND SIGNED AND SEALED BY A SURVEYOR LICENSED IN THE STATE OF FLORIDA. AT A MINIMUM, ALL AS-BUILT DRAWINGS MUST INCLUDE:
      i. ROAD/PAVEMENT ELEVATIONS; ROADWAY CROSS SLOPES; PAVEMENT WIDTH; PAVEMENT SPOT ELEVATIONS NECESSARY TO CONFIRM STORMWATER DRAINAGE PATTERNS AT INTERSECTIONS AND SIDEWALKS; CURB SLOPES;
      ii. STORMWATER PIPE SIZES AND INVERT ELEVATIONS; LOCATION OF OUTFALL STRUCTURE(S) WITH AS-BUILT ELEVATIONS FOR ALL CONTROL STRUCTURE & SKIMMER ELEVATIONS SHOWN ON THE APPROVED PLANS; TOP OF BANK, GRADE BREAKS, BOTTOM ELEVATIONS FOR ALL STORMWATER PONDS OR BERM AREAS;
      iii. ANY OTHER ADDITIONAL AS-BUILT DATA THAT IS APPLICABLE TO THE PROJECT TO ENSURE COMPLETION IN ACCORDANCE WITH THE APPROVED CONSTRUCTION PLANS.
   d. PIPE INSPECTION VIDEO PER FDOT REQUIREMENTS. (IF APPLICABLE PER NOTE 4 OF DRAINAGE NOTES)
   e. IF A MUNICIPALITY IS ACCEPTING A PUBLIC WATER AND/OR SEWER SYSTEM, THERE MUST BE DOCUMENTATION INDICATING MUNICIPAL ACCEPTANCE OF THE CONSTRUCTION OF THE WATER AND/OR SEWER SYSTEM.
   f. PUBLIC WORKS ENGINEERING WILL NOT SIGN OFF ON A TEMPORARY CERTIFICATE OF OCCUPANCY (TCO) FROM THE BREVARD COUNTY BUILDING DEPARTMENT UNTIL THE AS-BUILT DRAWINGS AND OTHER DOCUMENTATION LISTED ABOVE HAVE BEEN SUBMITTED AND REVIEWED BY PUBLIC WORKS ENGINEERING.
   g. PROJECTS CONNECTED TO THE BREVARD COUNTY WATER, SANITARY SEWER, AND/OR RECLAIMED WATER SYSTEMS MUST OBTAIN FINAL APPROVAL FOR THE PROJECT DIRECTLY FROM BREVARD COUNTY UTILITY SERVICES AS OUTLINED IN THE BREVARD COUNTY CRITERIA FOR WATER AND SANITARY SEWERAGE SYSTEMS.
3. UPON APPROVAL OF FINAL INSPECTION, AN ENGINEER'S CERTIFIED COST ESTIMATE WILL BE REQUIRED ALONG WITH A 2-YEAR MAINTENANCE BOND FOR ALL IMPROVEMENTS WITHIN THE COUNTY RIGHT-OF-WAY AS REQUIRED BY CHAPTER 86 OF THE BREVARD COUNTY CODE OF ORDINANCES. THE MAINTENANCE BOND SHALL BE 25% OF THE ENGINEER'S CERTIFIED COST ESTIMATE.
4. THE CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE TO THE COUNTY INFRASTRUCTURE DURING CONSTRUCTION. THIS INCLUDES, BUT IS NOT LIMITED TO, THE STRUCTURAL INTEGRITY OF THE ROADWAY ASPHALT, BASE, AND STABILIZED SUB-BASE, SIDEWALKS, STORMWATER DRAINAGE SYSTEM, DRAINAGE STRUCTURES, CURBS, GROUND COVER, WATER SYSTEMS, SANITARY SEWER SYSTEMS, AND RECLAIMED WATER SYSTEMS. ALL REPAIRS SHALL BE COMPLETED IN ACCORDANCE WITH FDOT AND BREVARD COUNTY STANDARDS. ALL REPAIRS SHALL BE COMPLETED PRIOR TO THE FINAL INSPECTION OF THE PROJECT. SIDEWALK PATCHING WILL NOT BE ACCEPTABLE.
5. A VISUAL OR MECHANICAL INTERIOR INSPECTION OF EXISTING CULVERTS WILL BE REQUIRED PRIOR TO THE FINAL INSPECTION.
6. ALL DISTURBED AREAS WITHIN THE COUNTY RIGHT-OF-WAY SHALL BE SODDED. SEED & MULCH IS NOT ACCEPTABLE. SOD SHALL MATCH EXISTING SOD TYPE. BAHIA SOD SHALL BE USED IN AREAS ADJACENT TO VACANT PROPERTY. DISTURBED AREAS OUTSIDE THE CONSTRUCTION LIMITS WILL BE SODDED AT THE CONTRACTOR'S EXPENSE.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL SURVEY MONUMENTATION. ANY SURVEY MONUMENTATION DISTURBED OR DESTROYED DURING CONSTRUCTION SHALL BE REPLACED BY A FLORIDA LICENSED SURVEYOR PRIOR TO ISSUANCE OF A CERTIFICATE OF COMPLETION FOR THE PROJECT.
8. REGARDLESS OF PRIVATE OR PUBLIC DEDICATION, THERE SHALL BE NO UTILITY CONNECTIONS OR METER BOXES WITHIN PROPOSED OR EXISTING SIDEWALKS OR DRIVEWAY AREAS.
9. ALL DIRECTIONAL BORES SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION SECTION 555, DIRECTIONAL BORES AND THE FDOT UTILITIES ACCOMMODATION MANUAL.
10. ALL DIRECTIONAL BORES MUST EXTEND A MINIMUM OF EIGHT(8) FEET PAST THE EDGE OF PAVEMENT OF ANY ROADWAY OR COMMERCIAL DRIVEWAY. FOR RESIDENTIAL DRIVEWAYS AND SIDEWALKS, THE BORE MUST EXTEND THREE (3) FEET PAST THE EDGE ON EITHER SIDE.
11. THE CONTRACTOR SHALL CONTROL DUST GENERATED BY THIS PROJECT AT ALL TIMES, SHALL PROVIDE STREET SWEEPING AS REQUIRED, AND PREVENT SEDIMENT FROM ENTERING INTO THE EXISTING DRAINAGE SYSTEM AT ALL TIMES.
12. THE CONTRACTOR SHALL NOT EXCEED NOISE LEVELS AS SPECIFIED IN BREVARD COUNTY CODE OF ORDINANCES SECTION 62-2271.
13. ALL STRIPING AND PAVEMENT MARKINGS IN THE COUNTY RIGHT-OF-WAY SHALL BE THERMOPLASTIC AND SHALL NOT BE APPLIED UNTIL A MINIMUM OF 30 DAYS AFTER THE PLACEMENT OF THE FINAL ASPHALT SURFACE. IN THE INTERIM, STRIPING SHALL BE PAINT AND ANY REQUIRED RPM'S INSTALLED PER THE PLANS. DO NOT STRIPE ACROSS MANHOLE LIDS OR DRAINAGE GRATES.
14. REFLECTIVE PAVEMENT MARKINGS (RPM'S) SHALL BE INSTALLED IN ALL LOCATIONS AS REQUIRED BY FDOT DESIGN STANDARD.(LATEST EDITION)
15. ANY PAVEMENT MARKINGS AND RPM'S THAT ARE DESTROYED, DAMAGED, OR DIMINISHED BY CONSTRUCTION ACTIVITIES FOR UP TO 500 FEET IN EITHER DIRECTION BEYOND THE LIMITS OF CONSTRUCTION SHALL BE REPLACED OR REFURBISHED BY THE CONTRACTOR.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COUNTY RIGHT-OF-WAY FOR THE DURATION OF CONSTRUCTION. AT A MINIMUM, THE CONTRACTOR SHALL MOW THE RIGHT-OF-WAY ON AN AS NEEDED BASIS AND MAINTAIN THE DRAINAGE CONVEYANCE SYSTEM. ADDITIONAL MAINTENANCE MAY BE REQUIRED ON A CASE BY CASE BASIS.

TRAFFIC CONTROL

1. MOT PLAN REVIEW: A PROJECT-SPECIFIC MAINTENANCE OF TRAFFIC (MOT) PLAN OR ROADWAY CLOSURE MOT/DETOUR PLAN MUST BE SUBMITTED TO BREVARD COUNTY TRAFFIC OPERATIONS (321-633-2077) FOR APPROVAL A MINIMUM OF TWO (2) WEEKS PRIOR TO START OF CONSTRUCTION. THE MOT PLAN SHALL BE IN ACCORDANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND FDOT STANDARD INDEX 600 SERIES,(LATEST EDITIONS). PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS OR VMS) MAY BE REQUIRED TO SUPPLEMENT THE STANDARD MOT SIGNAGE.
2. ROAD CLOSURES: THE CONTRACTOR SHALL NOTIFY BREVARD COUNTY TRAFFIC OPERATIONS (321-633-2077) A MINIMUM OF TWO (2) WEEKS IN ADVANCE OF THE PROPOSED START DATE OF CONSTRUCTION WITHIN THE RIGHT-OF-WAY, FOR EACH PHASE OF CONSTRUCTION, IF APPLICABLE. CONSTRUCTION SHALL NOT BEGIN UNTIL THE MOT PLAN IS APPROVED AND NOTIFICATIONS HAVE BEEN SENT TO AFFECTED AGENCIES. CERTAIN LOCATIONS MAY REQUIRE WORK IN THE RIGHT-OF-WAY TO BE PERFORMED AT NIGHT ONLY.
3. LANE CLOSURES: THE CONTRACTOR SHALL NOTIFY BREVARD COUNTY TRAFFIC OPERATIONS (321-633-2077) A MINIMUM OF ONE (1) WEEK IN ADVANCE OF THE PROPOSED START DATE OF CONSTRUCTION WITHIN THE RIGHT-OF-WAY. CONSTRUCTION SHALL NOT BEGIN UNTIL THE MOT PLAN IS APPROVED AND NOTIFICATIONS HAVE BEEN SENT TO AFFECTED AGENCIES. NO LANE CLOSURES WILL BE PERMITTED DURING PEAK HOUR TRAFFIC VOLUMES.
4. ALL TRAFFIC CONTROL DEVICES SHALL MEET THE REQUIREMENTS OF THE MUTCD FOR STREETS AND HIGHWAYS, FDOT STANDARDS (LATEST EDITIONS), AND BREVARD COUNTY LAND DEVELOPMENT EXHIBIT #26.

DRAINAGE - ROADWAYS

1. ALL DRAINAGE SYSTEM CONSTRUCTION SHALL CONFORM TO FDOT STANDARD SPECIFICATIONS AND FDOT DESIGN STANDARDS,(LATEST EDITIONS).
2. ALL RETICULINE STEEL GRATES SHALL BE HOT DIPPED GALVANIZED AND HAVE A TRAFFIC BEARING H-20 LOAD RATING.
3. ALL GRATES UTILIZED WITHIN THE COUNTY RIGHT-OF-WAY SHALL BE TRAFFIC BEARING H-20 LOADING.
4. ALL STORMWATER PIPING WITHIN THE ROAD RIGHT-OF-WAY, REGARDLESS OF PUBLIC OR PRIVATE, OR STORMWATER PIPING THAT CONVEYS STORMWATER UNDER THE ROADWAY BETWEEN STORMWATER TREATMENT PONDS, SHALL BE INSPECTED PER SECTIONS 430-4.8, 430-4.8.1, AND 430-4.8.2 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION,(LATEST EDITION). A COPY OF THE PIPE VIDEO SHALL BE PROVIDED TO THE COUNTY AS PART OF THE SUBMITTAL OF THE CERTIFICATION OF COMPLETION REQUEST FOR FINAL INSPECTION. THE COUNTY SHALL BE NOTIFIED ONE WEEK PRIOR TO THE START OF THE PIPE VIDEO INSPECTION PROCESS.
5. ALL OPEN CUTS SHALL CONFORM TO LAND DEVELOPMENT EXHIBIT #25. FOR ALL OPEN CUTS, THE FLOWABLE FILL AND TEMPORARY ASPHALT SHALL BE INSTALLED WITHIN TWO (2) DAYS OF THE EXCAVATION (UNLESS OTHERWISE APPROVED IN WRITING BY BREVARD COUNTY PUBLIC WORKS ENGINEERING). PERMANENT ASPHALT INCLUDING MILLING AND RESURFACING, IF NEEDED, SHALL BE COMPLETED WITHIN THIRTY (30) DAYS OF EXCAVATION.
6. THE CONTRACTOR SHALL REMOVE THE SHOULDER OF THE ROADWAY TO A POINT WHERE THE BASE MATERIAL OF THE EXISTING ROADWAY MEETS THE MINIMUM THICKNESS OF THE PROPOSED ROADWAY/COMMERCIAL DRIVEWAY CONNECTION.

CONCRETE PAVING AND SIDEWALK

1. ALL DRIVEWAYS SHALL BE CONSTRUCTED PER FDOT INDEX 515 AND/OR BREVARD COUNTY STANDARD EXHIBITS UNLESS OTHERWISE NOTED.
2. ALL CONCRETE SHALL MEET FDOT DESIGN MIX AND SPECIFICATIONS. CURING METHOD SHALL BE IN ACCORDANCE WITH THE FDOT SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION,(LATEST EDITION).
3. ALL SIDEWALKS WITHIN THE COUNTY RIGHT-OF-WAY OR WITHIN A PUBLIC SIDEWALK EASEMENT SHALL BE CONSTRUCTED OF 6-INCH THICK, 3000-PSI CONCRETE WITH FIBER MESH REINFORCEMENT. CONCRETE SIDEWALKS (OR PEDWAYS) AND CONCRETE DRIVEWAY APRONS SHALL BE CONSTRUCTED OVER SOILS COMPACTED TO 98% DENSITY, OF AASHTO T -180. SHOULD EXISTING SOILS BE FOUND UNSUITABLE FOR COMPACTION, ADDITIONAL COMPATIBLE MATERIALS SHALL BE BROUGHT TO THE SITE FOR USE AS SUBGRADE. ALTERNATE METHODS OF COMPACTION MAY BE REQUIRED TO AVOID DAMAGE TO SURROUNDING PROPERTIES.
4. CONSTRUCT SIDEWALK JOINTS PURSUANT TO FDOT INDEX 310 (LATEST EDITION). EXPANSION JOINTS SHALL BE EVERY 50 FEET, AND BETWEEN NEW AND OLD CONCRETE.
5. TWO BY FOUR FORM BOARDS SHALL NOT BE USED FOR SIDEWALK/DRIVEWAY CONSTRUCTION. FORM BOARDS SHALL MATCH PROPOSED CONCRETE THICKNESS. SLIP FORMS SHALL NOT BE USED FOR SIDEWALK CONSTRUCTION. FIXED FORMWORK SHALL BE REQUIRED PER FDOT INDEX 300.
6. THE CONTRACTOR SHALL PROVIDE A 3-FOOT CURB TRANSITION AT ALL CURB TERMINATIONS.
7. ALL SIDEWALK AND ACCESS RAMP CONSTRUCTION SHALL COMPLY WITH THE DEPARTMENT OF JUSTICE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN, FDOT DESIGN STANDARDS (LATEST EDITION), AND BREVARD COUNTY DEVELOPMENT REQUIREMENTS.

ASPHALT PAVING AND TESTING

THE FOLLOWING TESTING REQUIREMENTS APPLY TO:

a. ALL PUBLIC AND PRIVATE SUBDIVISION PROJECTS PERMITTED THROUGH BREVARD COUNTY PLANNING AND DEVELOPMENT;
b. ALL SITE PLAN PROJECTS PERMITTED THROUGH BREVARD COUNTY PLANNING AND DEVELOPMENT REQUIRING WORK IN THE COUNTY RIGHT-OF-WAY;
c. ALL PROJECTS PERMITTED THROUGH BREVARD COUNTY PUBLIC WORKS FOR WORK WITHIN THE COUNTY RIGHT-OF-WAY.

SECTIONS WITHIN THE FDOT STANDARD SPECIFICATIONS LIMITING TESTING REQUIREMENTS BASED ON LOT SIZE, SUB-LOT SIZE, TONNAGE, MINIMUM THICKNESS, OR SPREAD RATE WILL NOT APPLY TO THE PROJECTS LISTED ABOVE. AT A MINIMUM, ONE SET OF TESTS WILL BE REQUIRED FOR ALL PAVING PROJECTS LARGER THAN 50 TONS TOTAL AND ADDITIONAL TESTING MAY BE REQUIRED ON A CASE BY CASE EVALUATION OF THE PROJECT. TESTING REQUIREMENTS AT THE ASPHALT PLANT WILL NOT APPLY.

FOR S-TYPE ASPHALT AS SPECIFIED IN THE 2000-2004 FDOT STANDARD SPECIFICATION :

1. THE CONTRACTOR SHALL PROVIDE A DESIGN MIX SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF FLORIDA AND APPROVED BY THE ENGINEER OF RECORD FOR THE PROJECT TO PUBLIC WORKS ENGINEERING FIVE BUSINESS DAYS PRIOR TO PAVING. THE MIX DESIGN SHALL MEET FDOT MINIMUM REQUIREMENTS AS OUTLINED IN SECTION 331-4 (2000). DESIGN MIXES BY FDOT CERTIFIED MIX DESIGNERS WILL NOT BE ACCEPTED.
2. THE CONTRACTOR SHALL PROVIDE EXTRACTION/GRADATION TESTS IN ACCORDANCE WITH SECTION 331-4.4.2 (2000).
3. THE CONTRACTOR SHALL PROVIDE MARSHALL STABILITY TESTING IN ACCORDANCE WITH SECTION 331-5.5.1 (2000).
4. PAVEMENT SURFACE SHALL MEET ALL REQUIREMENTS SPECIFIED IN SECTION 330-13 (2000).
5. THE CONTRACTOR SHALL PROVIDE SURFACE TOLERANCE TESTING FOR ROADWAYS WITH DESIGN SPEEDS OF 35 MPH OR GREATER IN ACCORDANCE WITH SECTION 330-13.3 (2000).
6. QUALITY CONTROL CORE BORINGS SHALL BE OBTAINED FOR THICKNESS PER SECTION 330-2.2 ROADWAY, (2004) AND DENSITY PER SECTION 330-11, TABLE 330-3 (2000).
7. ASPHALT TEST RESULTS FOR EACH CORE TAKEN ARE REVIEWED ON AN INDIVIDUAL BASIS FOR THICKNESS AND DENSITY. THICKNESS AND DENSITY AVERAGES WILL NOT BE ACCEPTED. NO UNDER TOLERANCE FOR THE THICKNESS OF EACH ASPHALT CORE WILL BE ALLOWED.

FOR SUPERPAVE (SP) ASPHALT AS SPECIFIED IN THE 2010 FDOT STANDARD SPECIFICATION :

1. THE CONTRACTOR SHALL PROVIDE AN FDOT APPROVED DESIGN MIX, APPROVED BY THE ENGINEER OF RECORD FOR THE PROJECT, TO PUBLIC WORKS ENGINEERING FIVE BUSINESS DAYS PRIOR TO PAVING. THE MIX DESIGN SHALL MEET FDOT MINIMUM REQUIREMENTS AS OUTLINED IN SECTION 334-2 & 334-3 (2010). DESIGN MIXES BY FDOT CERTIFIED MIX DESIGNERS THAT ARE NOT FDOT APPROVED WILL NOT BE ACCEPTED.
2. THE CONTRACTOR SHALL PROVIDE GRADATION AND BINDER CONTENT TESTING IN ACCORDANCE WITH SECTION 334-5. (2010) HOWEVER, THE SAMPLE(S) MAY BE TAKEN AT THE PROJECT LOCATION IN LIEU OF AT THE ASPHALT PLANT AS SPECIFIED. RESULTS MUST BE PROVIDED TO THE COUNTY WITHIN ONE WEEK AFTER THE COMPLETION OF PAVING.
3. THE CONTRACTOR SHALL PROVIDE QUALITY CONTROL, DENSITY, AND THICKNESS TESTING IN ACCORDANCE WITH SECTIONS 334-3, 334-4, 334-5, AND 334-5.2.3 (2010).
4. ASPHALT TESTING RESULTS FOR EACH CORE TAKEN ARE REVIEWED ON AN INDIVIDUAL BASIS FOR THICKNESS AND DENSITY. THICKNESS AND DENSITY AVERAGES, AS NOTED IN TABLE 334-5, NOTE 2, OF SECTION 334-5 (2010) WILL NOT BE ACCEPTED. NO UNDER TOLERANCE FOR THE THICKNESS OF EACH ASPHALT CORE WILL BE ALLOWED.
5. PAVEMENT SURFACE SHALL MEET ALL REQUIREMENTS SPECIFIED IN SECTION 330-12 (2010).
6. THE CONTRACTOR SHALL PROVIDE QUALITY CONTROL SURFACE TOLERANCE TESTING FOR ROADWAYS WITH DESIGN SPEEDS OF 35 MPH OR GREATER IN ACCORDANCE WITH 330-12 (2010).

FOR FRICTION COURSE FC-5 AS SPECIFIED IN THE 2010 FDOT STANDARD SPECIFICATION :

1. THE CONTRACTOR SHALL PROVIDE PROVIDE AN FDOT APPROVED DESIGN MIX, APPROVED BY THE ENGINEER OF RECORD FOR THE PROJECT, TO PUBLIC WORKS ENGINEERING FIVE BUSINESS DAYS PRIOR TO PAVING. THE MIX DESIGN SHALL MEET FDOT MINIMUM REQUIREMENTS AS OUTLINED IN SECTION 337-4 (2010). DESIGN MIXES BY FDOT CERTIFIED MIX DESIGNERS THAT ARE NOT FDOT APPROVED WILL NOT BE ACCEPTED.
2. THE CONTRACTOR SHALL PROVIDE GRADATION AND BINDER CONTENT TESTING IN ACCORDANCE WITH SECTION 337-5 & 337-6 (2010). THE SAMPLE(S) MAY BE TAKEN AT THE PROJECT LOCATION IN LIEU OF AT THE ASPHALT PLANT AS SPECIFIED. RESULTS MUST BE PROVIDED TO THE COUNTY WITHIN ONE WEEK AFTER THE COMPLETION OF PAVING.
3. PAVEMENT SURFACE SHALL MEET ALL REQUIREMENTS SPECIFIED IN SECTION 330-12 (2010).
4. QUALITY CONTROL CORE BORINGS SHALL BE OBTAINED FOR THICKNESS TESTING USING SECTION 334-5.2.3 (2010).
5. THE CONTRACTOR SHALL PROVIDE QUALITY CONTROL SURFACE TOLERANCE TESTING FOR ROADWAYS WITH DESIGN SPEEDS OF 35 MPH OR GREATER IN ACCORDANCE WITH SECTION 330-12 (2010).

FOR SUPERPAVE FRICTION COURSES FC-9.5 & FC-12.5 AS SPECIFIED IN THE 2010 FDOT STANDARD SPECIFICATIONS:

1. THE CONTRACTOR SHALL PROVIDE AN FDOT APPROVED DESIGN MIX, APPROVED BY THE ENGINEER OF RECORD FOR THE PROJECT, TO PUBLIC WORKS ENGINEERING FIVE BUSINESS DAYS PRIOR TO PAVING. THE MIX DESIGN SHALL MEET FDOT MINIMUM REQUIREMENTS AS OUTLINED IN SECTION 337-4 (2010). DESIGN MIXES BY FDOT CERTIFIED MIX DESIGNERS THAT ARE NOT FDOT APPROVED WILL NOT BE ACCEPTED.
2. THE CONTRACTOR SHALL PROVIDE GRADATION AND BINDER CONTENT TESTING IN ACCORDANCE WITH SECTION 337-5 & 337-6 (2010). THE SAMPLE(S) MAY BE TAKEN AT THE PROJECT LOCATION IN LIEU OF AT THE ASPHALT PLANT, AS SPECIFIED. RESULTS MUST BE PROVIDED TO THE COUNTY WITHIN ONE WEEK AFTER THE COMPLETION OF PAVING.
3. THE CONTRACTOR SHALL PROVIDE QUALITY CONTROL, DENSITY, AND THICKNESS TESTING IN ACCORDANCE WITH SECTIONS 337-1, 337-3, 337-4, 337-6, 337-8, AND 334-5.2.3 (2010).
4. ASPHALT TESTING RESULTS FOR EACH CORE TAKEN ARE REVIEWED ON AN INDIVIDUAL BASIS FOR THICKNESS AND DENSITY. THICKNESS AND DENSITY AVERAGES, AS NOTED IN TABLE 334-5, NOTE 2, OF SECTION 334-5 (2010) WILL NOT ACCEPTED. NO UNDER TOLERANCE FOR THE THICKNESS OF EACH ASPHALT CORE WILL BE ALLOWED.
5. PAVEMENT SURFACE SHALL MEET ALL REQUIREMENTS SPECIFIED IN SECTION 330-12 (2010).
6. THE CONTRACTOR SHALL PROVIDE QUALITY CONTROL SURFACE TOLERANCE TESTING FOR ROADWAYS WITH DESIGN SPEEDS OF 35 MPH OR GREATER IN ACCORDANCE WITH 330-12 (2010).

CONCRETE BOX CULVERT NOTES

1. ALL CONSTRUCTION SHALL COMPLY WITH FDOT DESIGN STANDARDS (LATEST EDITION), FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), AND BREVARD COUNTY STANDARDS.
2. PRIOR TO START OF CONSTRUCTION, THE SITE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING STRUCTURAL ENGINEERING DRAWINGS (SIGNED & SEALED BY A PROFESSIONAL ENGINEER LICENSED & REGISTERED IN THE STATE OF FLORIDA) FOR ALL COMPONENTS OF THE CONCRETE BOX CULVERTS, INCLUDING WINGWALLS, TOE SLAB & CUTOFF WALLS, AND HEADWALLS. THE DRAWINGS SHALL INCLUDE QUANTITIES TABULATIONS FOR CLASS IV CONCRETE (CUBIC YARDS), AND REINFORCING STEEL (POUNDS). THE DESIGN MUST BE BASED ON FDOT'S LOAD & RESISTANCE FACTOR DESIGN (LRFD) PROGRAM . SEPARATE DRAWINGS ARE REQUIRED FOR ALL WINGWALLS, TOE SLABS & CUTOFF WALLS, AND HEADWALLS, WHICH MUST BE CAST-IN-PLACE PER FDOT SPECIFICATIONS.
3. ALL BOX CULVERT MATERIALS THAT ARE TO BE INSTALLED UNDER ROADWAYS AND/OR DRIVEWAYS ARE TO BE DELIVERED TO SITE (AND PASS INITIAL INSPECTIONS) PRIOR TO START OF DEMOLITION OF EXISTING SYSTEM.
4. CONCRETE (PRECAST OR CAST-IN-PLACE) REQUIREMENTS: CLASS IV (5500 PSI).
5. REINFORCING STEEL REQUIREMENTS: ASTM A615 GRADE 60 DEFORMED BAR UNLESS OTHERWISE NOTED, WITH A MINIMUM CLEARANCE OF 3" (THREE INCHES), UNLESS OTHERWISE SHOWN. EQUAL AREA SUBSTITUTION OF WELDED WIRE (WWR) REINFORCEMENT IS PERMITTED.
6. REFER TO FDOT INDEX 292 FOR PRECAST CONCRETE BOX CULVERT SLAB & WALL THICKNESSES, REINFORCEMENT AREAS, GENERAL NOTES (SHEET 2 OF 14), AND WELDED WIRE REINFORCEMENT BENDING DIAGRAMS (SHEET 14 OF 14).
7. REFER TO FDOT INDEX 289 FOR CONCRETE BOX CULVERT DETAILS RELATED TO LRFD.
8. REFER TO FDOT INDEX 291 FOR SUPPLEMENTAL DETAILS FOR PRECAST CONCRETE BOX CULVERTS.
9. IF REQUIRED, BY-PASS PUMPING AND/OR PIPING SHALL BE APPROVED BY BREVARD COUNTY PUBLIC WORKS PRIOR TO THE START OF CONSTRUCTION.

PROJECT NAME,DWG	DATE:	REVISION:	BY:
DESIGNED/DRAWN BY: JB	1.	FOR DISTRIBUTION 10-10-12	
CHECKED BY: RBS	2.		
	3.		
	4.		

PREPARED BY: PUBLIC WORKS DEPARTMENT
ENGINEERING PROGRAM
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
2725 JUDGE FRAN JAMIESON WAY, RM. 204, BLDG. A, VIERA, FL 32940
Ph. (321) 637-5437, Fx. (321) 633-2083

DATE: OCTOBER 2012

APPROVED BY:
RICHARD B. SZPYRKA, P.E.
ENGINEERING PROGRAM MANAGER

BREVARD COUNTY PUBLIC WORKS ENGINEERING STANDARD DEVELOPMENT NOTES

SHEET 1 OF 1

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905
SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151
HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

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3	
4	
5	
6	
7	CITY COMMENTS 08/19/20
8	CITY COMMENTS 08/10/2020 08/13/20
9	CITY COMMENTS 07/24/2020 07/31/20
DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE
ADAMSON CREEK PHASE ONE-C

SHEET TITLE
BREVARD COUNTY PUBLIC WORKS ENGINIEERING STANDARD DEVELOPMENT NOTES

PROJECT NO.
11453.02

DRAWING NO.
1145302_400_022

SHEET
22 of 35

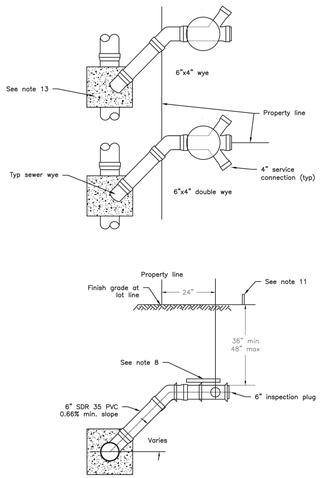
H:\Projects Folder\11453.02\Drawings\1145302_400_018-029.dwg August 21, 2020 3:46:27 PM RB

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

Notes:

1. Service laterals must be located in front of the property to be served.
2. Service laterals shall extend two feet inside the property and shall be constructed regardless of benefit to or ownership of adjacent lots or parcels.
3. Service laterals are to be located in side property easements.
4. Service laterals shall be located to avoid conflict with other utilities.
5. Number and location of service laterals for large parcels shall be determined on a case-by-case basis.
6. Service laterals shall be located at the opposite property line when in conflict with storm drainage systems.
7. Service lateral locations shall be marked along the outside edge of curb with a sawcut "S" or by a metal tab set into the pavement for roadways without curb.
8. Electronic marker disks are required.
9. Pipe and fittings for service laterals shall be of the same material as the main and shall meet the requirements of ASTM D1784.
10. Each service shall be staked prior to installation by an engineer or surveyor registered in the State of Florida or an employee under his direct supervision.
11. Location and finished grade of ground shall be staked where the lateral crosses the right of way line prior to installation.
12. Service laterals shall be provided for sewer service to adjacent lots and parcels when a gravity sewer main is constructed.
13. Concrete encasement required for all piping except PVC. PVC connections will be made with a standard PVC sewer wye and a gasketed slip-on fitting.
14. All services shall be a minimum of six inches in diameter.

	Notes Sewer Service Conn.	US-10
Brevard County Utility Services		January 2018



Scale 1/2 " = 1 foot	Sewer Service Conn.	US-11
Brevard County Utility Services		January 2018

Notes:

1. Precast concrete- Type II cement per ASTM C-150
2. 4000 psi minimum concrete compressive strength at 28 day cure time.
3. Ring and cover to be set flush with finished pavement.
4. Six inch compacted FDOT #57 stone shall extend six inches beyond edge of monolithic base.
5. Exterior coating: Three coats (red, grey, then black) of factory applied CS-55 water based acrylic coating (12 mils total thickness) or EW-1 water based epoxy coating (12 mils total thickness). Field touch up required after installation of structure.
6. Interior coating: Three coats (red, black, then grey) of factory applied CS-55 water based acrylic coating (12 mils total thickness) or EW-1 water based epoxy coating (12 mils total thickness). One coat of grey will be applied to the complete interior of the structure prior to final acceptance.
7. US Foundary 225 Type "AS Legacy". See Manhole Cover detail for lettering requirements.
8. Resilient boot connectors shall be used where PVC pipe penetrates manhole walls. Boots shall be cemented inside with waterproof non-shrinking grout. Boots shall be watertight and manufactured of materials resistant to decay caused by the sanitary sewer environment or ambient soil conditions. All hardware inside manhole to be 316 stainless steel.
9. All openings shall be sealed with non-shrinking grout.
10. Reinforcement shall meet ASTM C-478.
11. Manhole steps are not permitted.
12. Minimum pipe penetration hole diameter equals pipe O.D. plus four inches.
13. Manholes deeper than twelve feet from finished grade shall have a minimum inside diameter of five feet.
14. Tongue and groove joint may be oriented up or down.
15. The cone, riser, iron frame shall be encapsulated with an exterior heat shrink wrap with a minimum thickness of 100 mils and minimum width of 12 inches regardless of location above or below the water table. Joints shall require a minimum wrap width of 9 inches. Exterior heat shrink wrap must be centered on the joint. Exterior heat shrink wrap to be Wrapid Seal or approved equal. Adhesive wraps are not permitted. Applicators must be factory trained in the application of the wrap.
16. Joints shall be assembled using non-sag grade of polysulfide rubber filler meeting Federal Specification SSS-210A Type 1 and AASHTO Specification M198 Type B. Each joint shall be trimmed after assembly.
17. Each section shall have a minimum of three lifting loops (not rebar). Loops shall be cut off and grouted over prior to completion of the structure installation. Lifting holes must have a minimum of 2-1/2 inches of cover on the interior wall. Lifting holes must be acid washed and sealed with non-shrink grout.
18. Precast structures off-loaded by the use of pallet forks will be rejected.
19. Structures dropped during handling will be rejected.

Largest pipe in structure	Minimum I.D. of structure	Min. wall thickness of structure	Min. Base thickness
Up to 15"	4'-0"	8"	6"
18" and larger	Outside pipe diameter + 3'-0"	Per ASTM C-478 (8" minimum)	

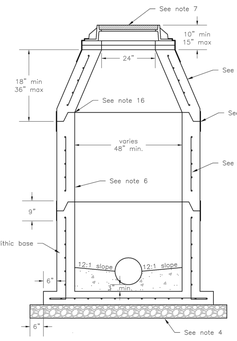
Brevard County Utility Services	Manholes- General Notes	US-20 1 of 2 January 2018

Notes:

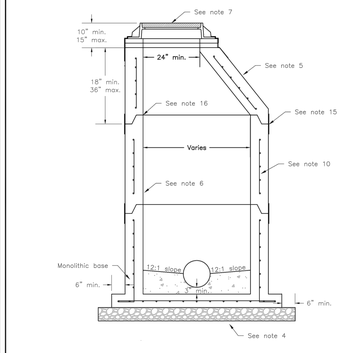
20. Pipes protruding into the manhole shall extend approximately 1/2 inch inside the inner wall measured at the horizontal midsection points of the pipe. Pipe thirty inches and larger inside diameter shall be contoured such that the maximum protrusion into the manhole at any point around the pipe shall not exceed five inches.
21. Use of HDPE adjustment rings with butyl rubber sealant that meet H-20 loading requirements are approved.
22. Service connections shall not terminate directly into a manhole.

Largest pipe in structure	Minimum I.D. of structure	Min. wall thickness of structure	Min. Base thickness
Up to 15"	4'-0"	8"	6"
18" and larger	Outside pipe diameter + 3'-0"	Per ASTM C-478 (8" minimum)	

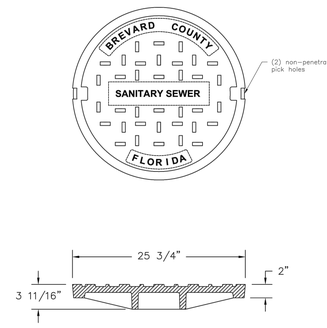
Brevard County Utility Services	Manholes- General Notes	US-20 2 of 2 January 2018



Scale 1/2 " = 1 foot	Manhole Concentric	US-21
Brevard County Utility Services		January 2018



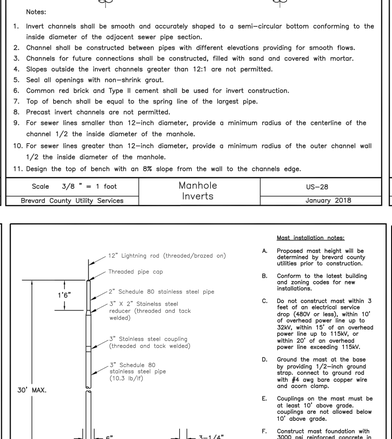
Scale 1/2 " = 1 foot	Manhole Eccentric	US-22
Brevard County Utility Services		January 2018



Notes:

1. Manhole cover manufactured by US Foundry
2. "AS 225 Legacy" model manhole cover to be used on all publicly owned sanitory sewer manholes located within the Brevard County Utility Service's service area.
3. Privately owned and maintained sanitary sewer systems shall use US Foundry AS 225 cover.

No Scale	Manhole Cover AS Legacy	US-27
Brevard County Utility Services		January 2018



Notes:

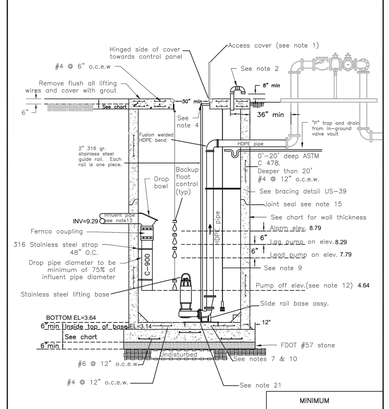
1. Invert channels shall be smooth and accurately shaped to a semi-circular bottom conforming to the inside diameter of the adjacent sewer pipe section.
2. Channel shall be constructed between pipes with different elevations providing for smooth flows.
3. Channels for future connections shall be constructed, filled with sand and covered with mortar.
4. Slopes outside the invert channels greater than 12:1 are not permitted.
5. Seal all openings with non-shrink grout.
6. Common red brick and Type II cement shall be used for invert construction.
7. Top of bench shall be equal to the spring line of the largest pipe.
8. Precast invert channels are not permitted.
9. For sewer lines smaller than 12-inch diameter, provide a minimum radius of the centerline of the channel 1/2 the inside diameter of the manhole.
10. For sewer lines greater than 12-inch diameter, provide a minimum radius of the outer channel wall 1/2 the inside diameter of the manhole.
11. Design the top of bench with an 8% slope from the wall to the channels edge.

Scale 3/8 " = 1 foot	Manhole Inverts	US-28
Brevard County Utility Services		January 2018

Notes:

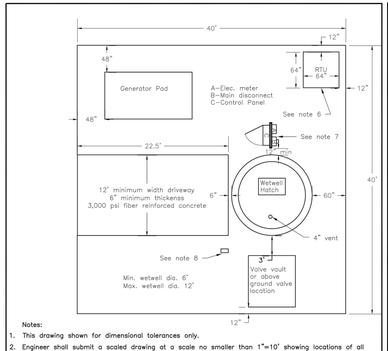
1. Access cover to be cast in top slab, shall be minimum 30" x 48" aluminum cover with provisions for external locking with a padlock and shall include an integral two leaf fall through protection system.
2. Vent pipe shall be 4" diameter sch 40 PVC with stainless steel screen. Vent shall have 8" clearance from top of the lift station slab.
3. Heavy bonded concrete grout seal around outside of base. Base and first riser unit shall be cast monolithically for 6" I.D. wet wells. Larger diameter wet wells shall have a provision to ensure a water tight joint between the base and first riser, such as a water stop or tongue and groove joint.
4. Stainless steel upper guide bracket shall be attached to access cover cast into the slab.
5. Stainless steel guide rails shall be of one-piece construction, regardless of wet well depth.
6. All penetrations through wet well walls shall be sealed with a non-shrinking grout except where flexible manhole connectors are used. No penetrations are permitted for lifting purposes.
7. Anchor bolts shall be stainless steel. Anchor type and method of installation shall be as recommended by the pump manufacturer.
8. Liner shall be installed for interior walls, underside of the top slab and any exposed concrete surfaces within the wet well.
9. A submersible pressure transducer shall be installed per the manufacturer's cable mounting installation instructions. A single stainless steel hook shall be provided for transducer installation.
10. A six-inch minimum layer of concrete shall be installed after center line of access is determined. Contractors shall set anchor bolt locations as required by the pump manufacturer off center line of access cover. Sump shall be shaped per pump manufacturer's requirements.
11. Minimum inside diameter of wet well shall be six feet.
12. Storage volume between "lead pump on" and "pumps off" elevation shall equal or exceed the volume one pump can discharge in three minutes with no flow entering the wet well. Low water level shall be set as recommended by the pump manufacturer to provide adequate cooling of the motor and to prevent vortexing and cavitation from occurring.
13. C-900 pipe shall be installed from the wet well to the first upstream manhole(s).
14. Three coats (black over grey over red) of factory applied CS-55 water based acrylic coating or EW-1 water based epoxy coating (12 mil total thickness) shall be applied to the exterior only. Field touch up will be required after installation.
15. Joint seal shall be applied.
16. Wrapid Seal shall be applied to exterior joints. Minimum of 12" wide wrap required for all lift station joints. Applicators must be factory trained in application of the wrap.
17. Floats and transducer shall be installed in an area where flow turbulence is minimal.
18. All discharge piping in the wet well shall be HDPE DR 11.
19. A lined terminal manhole is required within twenty feet of the wet well.
20. All exposed concrete penetrations to be lined or coated with approved materials.
21. Pumps to be installed with base plate provided by the pump manufacturer.
22. Vertical plumb shall be considered out of tolerance if greater than 1" horizontal for each 5' vertical height of precast or caisson wetwell structure.

Brevard County Utility Services	Lift Station Notes	US-30 January 2018



STATION	MINIMUM CONCRETE THICKNESS		
DIAMETER	WALL	BASE	TOP SLAB
6'	8"	12"	10"
8'	9"	12"	10"
10'	11"	15"	12"
12'	12"	15"	12"

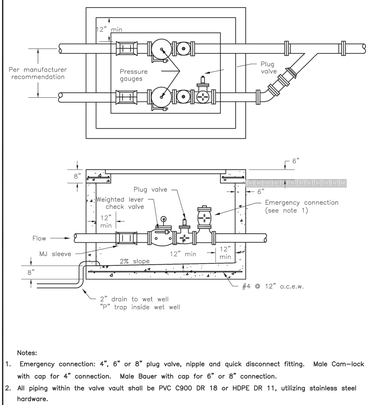
No Scale	Lift Station Profile View	US-31
Brevard County Utility Services		January 2018



Notes:

1. This drawing shown for dimensional tolerances only.
2. Engineer shall submit a scaled drawing at a scale no smaller than 1"=10' showing locations of all appurtenances specific to the lift station site. Orientation of access drive and appurtenances may vary from that shown on this drawing.
3. All lift station equipment must be constructed within the boundaries of the lift station site. Installation of apparatus within an easement adjacent to or adjoining the lift station site is not acceptable.
4. Lift station site shall be graded to direct stormwater runoff away from the structures and electrical equipment.
5. The lift station site shall be sodded with bahia sod. Seed and mulch is not acceptable. A three inch layer of FDOT #57 stone and weed barrier may be used upon approval of Utilities Service staff.
6. Limits shown for Rohn tower style foundation. If standard telemetry pole and foundation is used, locate foundation within the limits shown for the Rohn tower foundation.
7. Change in location or orientation of control panel must be approved by BCUSD staff prior to panel installation.
8. Reclaimed water service if reclaimed water is available to site. See detail US-53

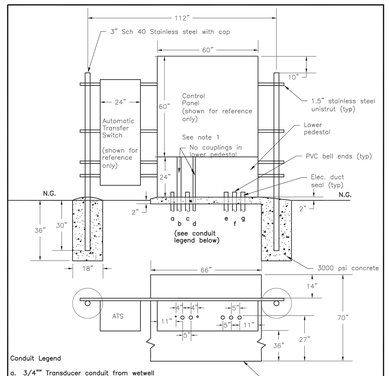
Scale 1/8 " = 1 foot	Lift Station Plan View	US-32 2 of 2
Brevard County Utility Services		January 2018



Notes:

1. Emergency connection: 4", 6" or 8" plug valve, nipple and quick disconnect fitting. Male Cam-lock with cap for 4" connection. Male Bauer with cap for 6" or 8" connection.
2. All piping within the valve vault shall be PVC C900 DR 18 or HDPE DR 11, utilizing stainless steel hardware.
3. A 4½" pressure gauge shall be installed on each check valve. The gauges shall be mounted on ¼" NPT brass nipple with petcock. Gauges shall be calibrated in psi and feet of head increments. Range of gauge shall be approved by the Utility. Stainless steel diaphragm protectors shall be provided.
4. Access cover to be cast in top slab, shall be large enough to permit unobstructed connection to the emergency by-pass connection, shall be aluminum and shall be locked in the closed position with a padlock.
5. This drawing shown for dimensional tolerances only.

Scale 3/8 " = 1 foot	Lift Station Valve Vault	US-34
Brevard County Utility Services		January 2018



Conduit Legend

a. 3/4"" Transducer conduit from wetwell
b. 2" Conduit to RTU
c. 2" Float ball conduit from wetwell
d. 1" Conduit to RTU
e. 2" Conduit from ATS
f. Pump 1 Cable (see note 5)
g. Pump 2 Cable (see note 5)

Notes:

1. See Brevard County Utility Service's Electrical Standards for details related to equipment mounting
2. This drawing shown for dimensional tolerances only.
3. 70" x 64" concrete pad (not drawn to scale)
4. Conductors not shown
5. Conduit diameter per Brevard County Electrical Standards

Scale 3/8 " = 1 foot	Lift Station Control Panel	US-35 2 of 2
Brevard County Utility Services		January 2018

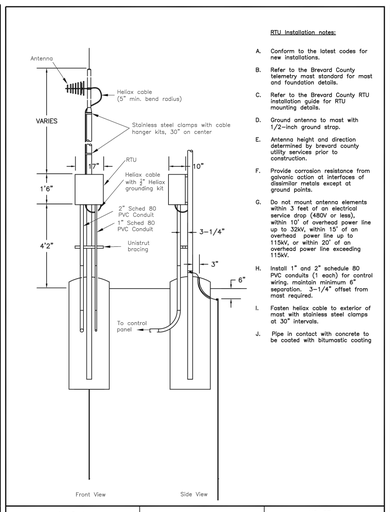
Most installation notes:

A. Proposed mast height will be determined by brevard county utilities prior to construction.
B. Conform to the latest building and zoning codes for new installations.
C. Do not construct mast within 3 feet of an electrical service drop (480V or less), within 10' of overhead power line up to 32kV, within 15' of an overhead power line up to 115kV, or within 20' of an overhead power line exceeding 115kV.
D. Ground the mast at the base by providing 1/2-inch ground strap, connect to ground rod with #4 awg bare copper wire and acorn clamp.
E. Couplings on the mast must be at least 10' above grade. couplings are not allowed below 10' above grade.
F. Construct mast foundation with 3000 psi reinforced concrete in 24" diameter sonotube in undisturbed or compacted soil (95% density).
G. Provide 3" minimum concrete cover on reinforcing steel.
H. Shape the top of the concrete foundation into a dome.
I. Install 1" and 2" pvc conduits (1 each) to pump control panel, maintain minimum 6" separation and 18" buried depth. 3-1/4" offset from mast required.
J. Pipe in contact with concrete to be coated with bitumastic coating.

Notes:

1. Invert channels shall be smooth and accurately shaped to a semi-circular bottom conforming to the inside diameter of the adjacent sewer pipe section.
2. Channel shall be constructed between pipes with different elevations providing for smooth flows.
3. Channels for future connections shall be constructed, filled with sand and covered with mortar.
4. Slopes outside the invert channels greater than 12:1 are not permitted.
5. Seal all openings with non-shrink grout.
6. Common red brick and Type II cement shall be used for invert construction.
7. Top of bench shall be equal to the spring line of the largest pipe.
8. Precast invert channels are not permitted.
9. For sewer lines smaller than 12-inch diameter, provide a minimum radius of the centerline of the channel 1/2 the inside diameter of the manhole.
10. For sewer lines greater than 12-inch diameter, provide a minimum radius of the outer channel wall 1/2 the inside diameter of the manhole.
11. Design the top of bench with an 8% slope from the wall to the channels edge.

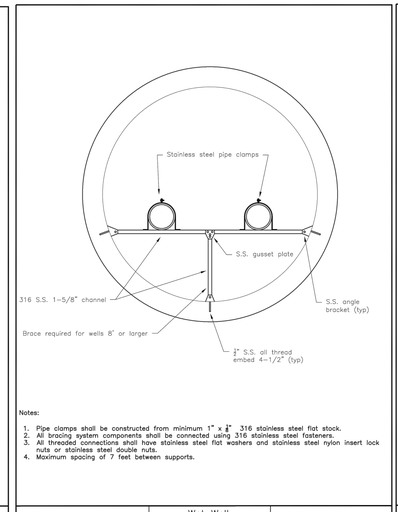
No Scale	Telemetry Mast 30' Maximum Height	US-36
Brevard County Utility Services		January 2018



RTU installation notes:

A. Conform to the latest codes for new installations.
B. Refer to the Brevard County telemetry mast standard for mast and foundation details.
C. Refer to the Brevard County RTU installation guide for RTU mounting details.
D. Ground antenna to mast with 1/2-inch ground strap.
E. Antenna height and direction determined by brevard county utility services prior to construction.
F. Provide corrosion resistance from galvanic action at interfaces of dissimilar metals except at ground points.
G. Do not mount antenna elements within 3 feet of an electrical service drop (480V or less), within 10' of overhead power line up to 32kV, within 15' of an overhead power line up to 115kV, or within 20' of an overhead power line exceeding 115kV.
H. Install 1" and 2" schedule 80 PVC conduits (1 each) for control wiring, maintain minimum 6" separation. 3-1/4" offset from mast required.
I. Fasten helax cable to exterior of mast with stainless steel clamps at 30" intervals.
J. Pipe in contact with concrete to be coated with bitumastic coating

No Scale	Telemetry RTU	US-37
Brevard County Utility Services		January 2018



Notes:

1. Pipe clamps shall be constructed from minimum 1" x ¼" .316 stainless steel flat stock.
2. All bracing system components shall be connected using .316 stainless steel fasteners.
3. All threaded connections shall have stainless steel flat washers and stainless steel nylon insert lock nuts or stainless steel double nuts.
4. Maximum spacing of 7 feet between supports.

1/2" = 1'	Wet Well Pipe Bracing Detail	US-39
Brevard County Utility Services		January 2018

PIPE SEPARATION TABLE 1		UPPER PIPE (or at same elevation)				
		WATER	GRAVITY SEWER	FORCE MAIN	RECLAIMED WATER	STORM WATER
LOWER PIPE	WATER	H) 3 ft Note H	H) 10 ft Note A	H) 10 ft Note A	H) 3 ft Note D	H) 3 ft Note D
			V) 18 in Note G	V) 12 in Note D	V) 12 in Note D	V) 2 ft Note E
	GRAVITY SEWER	H) 10 ft Notes A,B	H) 3 ft Note H	H) 3 ft Note H	H) 6 ft Note F	H) 3 ft Note H
		V) 12 in Note C		V) 6 in Note J	V) 6 in Note J	V) 2 ft Note E
	FORCE MAIN	H) 10 ft Note A	H) 3 ft Note H	H) 3 ft Note H	H) 3 ft Note G	H) 3 ft Note H
		V) 12 in Note D	V) 6 in Note J		V) 6 in Note J	V) 2 ft Note E
	RECLAIMED WATER	H) 3 ft Note D	H) 3 ft Note G	H) 3 ft Note G	H) 3 ft Note H	H) 3 ft Note H
		V) 12 in Note D	V) 18 in Note G	V) 18 in Note G		V) 2 ft Note E
	STORM WATER	H) 3 ft Note D	H) 3 ft Note H	H) 3 ft Note H	H) 3 ft Note H	
		V) 12 in Note C	V) 6 in Note J	V) 6 in Note J	V) 6 in Note J	

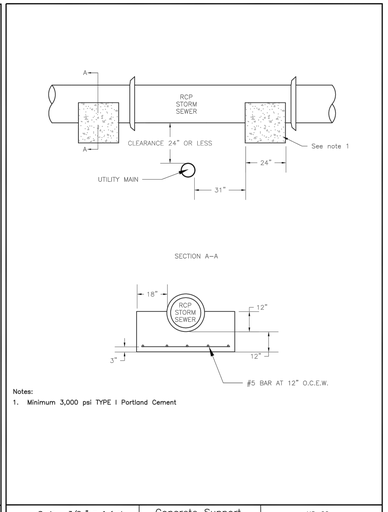
Legend:

H – Denotes minimum horizontal clearance between pipes (outside to outside)
V – Denotes minimum vertical clearance between pipes (outside to outside)

Notes:

A. 6 foot minimum separation (62-555.314 FAC)
B. May be 3 feet if the water line is 6 inches above the gravity sewer (62-555.314 FAC)
C. 6 inch minimum separation (62-555.314 FAC)
D. 62-555.314 FAC
E. If less than 2 feet clearance is provided, support cradles are required (US-66)
F. May be 3 feet if the reclaim line is 12 inches above the gravity sewer.
G. Section 62-604.400 (2) (h), (i) FAC
H. Or best engineering judgment.
J. Minimum for repair purposes

	Pipe Separation Table	US-60
Brevard County Utility Services		January 2018



Notes:

1. Minimum 3,000 psi TYPE I Portland Cement

Scale 3/8 " = 1 foot	Concrete Support Cradle	US-66
Brevard County Utility Services		January 2018

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STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

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CITY COMMENTS	08/19/20
CITY COMMENTS 08/10/2020	08/13/20
CITY COMMENTS 07/24/2020	07/31/20
DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

BREVARD COUNTY DETAILS

PROJECT NO.

11453.02

DRAWING NO.

1145302_400_023

SHEET

23 of 35

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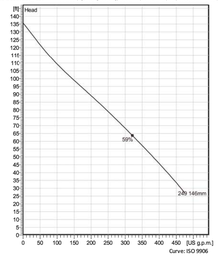
NP 3127 SH 3~ 249

Patented self cleaning semi-open channel impeller. Ideal for pumping in waste water applications. Available for cast iron and stainless steel for even better clogging resistance. Modular based design with high adaptation grade.

Technical specification



Curves according to: Water, pure [100%], 39.2 °F, 62.42 lb/ft³, 1.6891E-5 ft²/s



Configuration

Motor number
N3127.060 21-11-2AL-W 11hp

Impeller diameter
146 mm

Installation type
P - Semi permanent, Wet

Discharge diameter
3 1/8 inch

Pump information

Impeller diameter
146 mm

Discharge diameter
3 1/8 inch

Inlet diameter
100 mm

Maximum operating speed
3505 rpm

Number of blades
2

Max. fluid temperature
40 °C

Materials

Impeller
Hard-Iron ™

Stator housing material
Grey cast iron

Project	Created by	Last update
Block	Created on 7/8/2020	

NP 3127 SH 3~ 249

Technical specification

Motor - General

Motor number N3127.060 21-11-2AL-W 11hp	**Phases** 3~	**Rated speed** 3505 rpm	**Rated power** 11 hp
ATEX approved No	**Number of poles** 2	**Rated current** 26 A	**Stator variant** 29
Frequency 60 Hz	**Rated voltage** 230 V	**Insulation class** H	**Type of Duty** S1
Version code 060			

Motor - Technical

Power factor - 1/1 Load 0.90	**Motor efficiency - 1/1 Load** 88.1 %	**Total moment of inertia** 0.434 lb ft²	**Starts per hour max.** 30
Power factor - 3/4 Load 0.87	**Motor efficiency - 3/4 Load** 88.5 %	**Starting current, direct starting** 248 A	
Power factor - 1/2 Load 0.79	**Motor efficiency - 1/2 Load** 87.3 %	**Starting current, star-delta** 82.7 A	

Project	Created by	Last update
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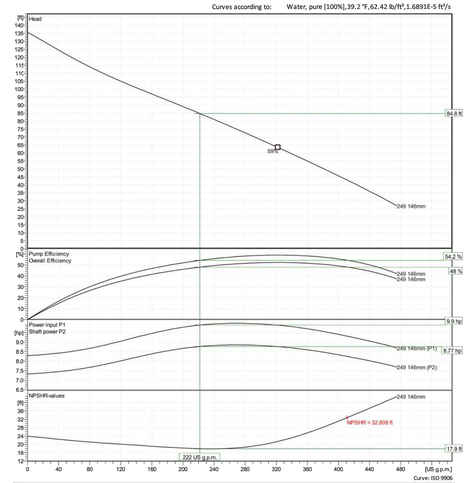
NP 3127 SH 3~ 249

Performance curve

Duty point

Flow	Head
220 US g.p.m.	84.8 ft

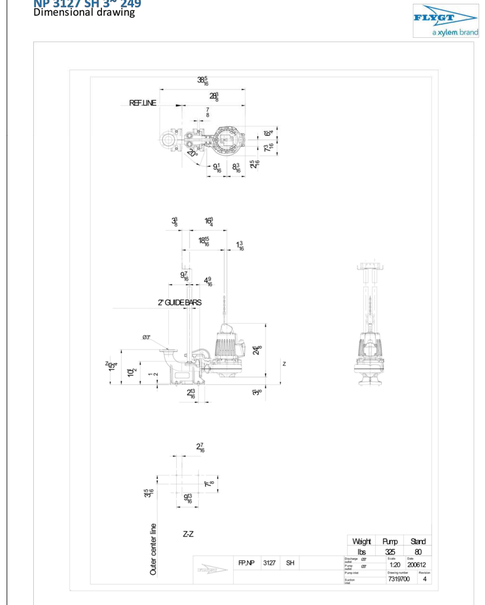
Curves according to: Water, pure [100%], 39.2 °F, 62.42 lb/ft³, 1.6891E-5 ft²/s



Project	Created by	Last update
Block	Created on 7/8/2020	

NP 3127 SH 3~ 249

Dimensional drawing

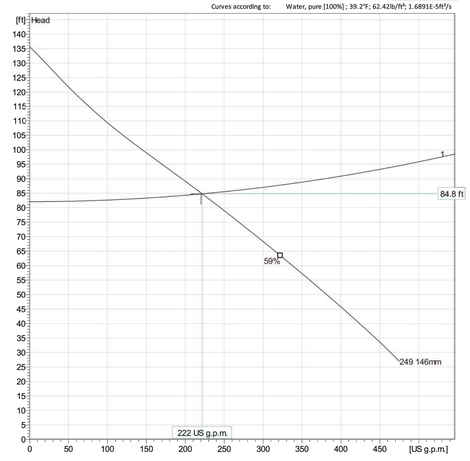


Project	Created by	Last update
Block	Created on 7/8/2020	

NP 3127 SH 3~ 249

Duty Analysis

Curves according to: Water, pure [100%] ; 39.2°F; 62.42lb/ft³; 1.6891E-5ft²/s



Operating characteristics

Pumps / Systems	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr.eff.	Specific Energy	NPSHre
1	220 US g.p.m.	84.8 ft	8.77 hp	220 US g.p.m.	84.8 ft	8.77 hp	54.1 %	558 kWh/US Mi	17.9 ft

Project	Created by	Last update
Block	Created on 7/8/2020	

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DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

SANITARY SEWER LIFT STATION PUMP SPECIFICATIONS

PROJECT NO.
11453.02

DRAWING NO.
1145302_400_024

SHEET
24 of 35

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1.1 GENERAL

These Technical Provisions and Standard Details identifies design, installation, inspection, and acceptance specifications to be used for water, wastewater, and reclaimed water systems that will be maintained and operated by the City of Cocoa. All potable water, wastewater, and reclaimed water mains and appurtenances must be installed in accordance with this Manual, the City of Cocoa Cross Connection Control Program Manual, the City of Cocoa Utilities Handbook, and the approved plans.

Contractor requirements include:

Furnishing all labor, materials, tools and equipment necessary or incidental to the construction.

Obtaining and paying for all permits, inspections, and other official fees in connection with the work.

Arranging a pre-construction conference with the Engineering Inspection Division. **All fees must be paid prior to the pre-construction meeting.** It is required that the pre-construction meeting be held prior to ordering materials.

Scheduling materials inspection (24-hour notice), open ditch inspection, pressure/leakage test, and final inspection.

Provide all documents per the project requirement letter, including but not limited to As Built Drawings, Bills of Sale, Easements, etc.

Make certain that no public water/wastewater lines are placed on private property.

Any deviation from these requirements must be approved in writing by the Utilities Director or his designee prior to commencement of construction.

Fees charged by the City are set by City Council by resolution and are listed on the appendix "Water Service Rates and Charges" made a part of the Utilities Handbook. Fees are subject to change without notice. The most current fees will be charged.

The Utilities Department and Engineering Division are located at 351 Shearer Blvd., Cocoa, Florida, 32922. The telephone number is (321) 433-8701; facsimile number is (321) 433-8708.

1.2 DEFINITIONS

The term "**approved equal**" is used to mean a part or item that has been approved in writing by the Technical Provision and Standard Details Advisory Committee or the Utilities Director. A written request must be made in order to have an item accepted as an approved equal. Written specifications on the part or item must be furnished with the request.

Approved Tapping/Linestop Contractor - A Contractor who has been approved by the Engineering Division to perform taps or linestops within the Cocoa Water System. A current list is maintained and available through the Engineering Division.

Backflow Preventer Assembly - A backflow preventer assembly, also called a cross connection control (CCC) device, is a mechanical or non-mechanical device used to prevent the flow of water from a non-potable source to the potable water distribution system. Approved backflow preventers are testable assemblies composed of two independently acting, approved check valves, including tightly closing resilient seated shutoff valves attached at each end of the assembly, and fitted with properly located resilient seated test cocks.

Canal - A trench, the bottom of which is normally covered by water, with the upper edges of its two sides normally above water.

City - Means the City of Cocoa.

Collection Mains - Wastewater gravity mains.

Competent Person - A person who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

Distribution Main - Any water main twelve inches (12") and smaller.

Domestic - Means made or manufactured in the USA.

Drainage Ditch or Irrigation Ditch - A man-made trench which is dug for the purpose of draining water from the land or for transporting water for use on the land and which is not built for navigational purposes.

Force Main - Wastewater main under pressure.

Manual - City of Cocoa Utilities Technical Specification and Standard Details Manual

Normal Working Day - Monday through Friday, excluding CITY holidays.

Normal Working Hours - Hours are between the hours of 8:00 a.m. to 5:00 p.m. of a NORMAL WORKING DAY.

Passivated - Treated or coated metal to reduce the chemical reactivity of its surface.

Stainless Steel - A steel alloy with a minimum of 10.5% to 11% chromium.

Substantial Completion - The point when the construction project has been finished to the point that the City of Cocoa can use the project for the purpose it was intended.

Swale - A manmade trench which:

A. Has a top width-to-depth ratio of the cross-section equal to or greater than 6:1, or side slopes equal to or greater than three feet horizontal to one foot vertical;
B. Contains contiguous areas of standing or flowing water only following a rainfall event; C. Is planted with or has stabilized vegetation suitable for soil stabilization, stormwater treatment, and nutrient uptake;
D. Is designed to take into account the soil erodibility, soil percolation, slope, slope length, and drainage area to prevent erosion and reduce pollutant concentration of any discharge.

Technical Provision and Standard Details Committee - Committee whose members shall consist of the manager, or their designee, of the following UTILITIES staff: Engineering, Inspections, Water Field Operations, and Sewer Field Operations. The committee evaluates and proposes revisions for the design standards, specifications, drawings, products and procedures for the Manual.

Transmission Main - Any water main sixteen inch (16") and larger. Fourteen-inch (14") pipelines are not acceptable.

Utilities - Utilities Department of the City of Cocoa, Cocoa, Florida, and/or its designated representative(s).

Utilities Handbook - The City of Cocoa Utilities Handbook produced by the Customer Service Division of the Finance Department.

Whenever a specification from a specific source is cited, the most current revision of that specification will be used. **The word "shall" is mandatory, and the word "may" is permissive.**

Unless otherwise specified, "**City**" means City of Cocoa; "**Utilities Department**" means City of Cocoa Utilities Department; "**Engineering Division**" means City of Cocoa Utilities Engineering Division, **"Inspections or Inspector"** means City of Cocoa Utilities Engineering Inspections Division.

1.3 ABBREVIATIONS

American Association of State Highway and Transportation Officials - AASHTO
Asbestos Cement - AC
Association of PVC Pipe Manufacturers - Uni-Bell American National Standards Institute - ANSI American Society of Civil Engineers - ASCE American Society of Mechanical Engineers - ASME American Society for Testing and Materials - ASTM American Water Works Association - AWWA
American Water Works Association Tapered Thread - CC American Society of Sanitary Engineers - ASSE
Automatic Transfer Switch - ATS
City of Cocoa - CoC Copper Clad Steel - CCS
Copper Development Association - CDA Cross Connection Control - CCC Dimension Ratio - DR
Double Check Backflow Assembly - DC Double Check Detector Assemblies - DCDA Dry Film Thickness - DFT
Ductile Iron Pipe Research Association - DIPRA Ductile Iron Pipe - DIP
Engineer of Record - EOR
Florida Administrative Code - FAC
Florida Department of Environmental Protection - FDEP Florida Department of Transportation - FDOT
Florida East Coast Rail Road - FECRR
Foundation for Cross-Connection Control and Hydraulic Research - FCCCHR Flange - FL
Factory Mutual - FM
High-Density Polyethylene - HDPE Horizontal Directional Drilling - HDD Jack and Bore - J&B
Maintenance of Traffic - MOT
Manual on Uniform Traffic Control Devices - MUTCD National Association of Corrosion Engineers - NACE National Fire Protection Association - NFPA
National Sanitation Foundation - NSF National Standard Thread - NST
Non-rising stem - NRS
Original Equipment Manufacturer - OEM Outside Screw and Yoke - OS&Y
National Pollution Discharge Elimination System - NPDES Plain End - PE
Polyvinylchloride - PVC
Precautionary Boil Water Notice - PBWN Portable Changeable Message Signs - PCMS
Pre-stressed Concrete Cylinder Pressure Pipe - PCCP Project Manager - PM
Pounds per Square Inch - PSI Raised Pavement Marker - RPM
Reduced Pressure Backflow Assembly - RP Reduced Pressure Detector Assembly- RPDA Reinforced Concrete Pressure Pipe - RCP Stainless Steel - SS
Technical Provision and Standard Details - TPSD Traffic Control Plan - TCP
Underwriters Laboratories - UL Unified Numbering System - UNS Variable Frequency Drive - VFD

2.1 WATER MAIN CROSSINGS

2.1.1 GENERAL

In all cases where sanitary gravity or force mains cross water mains the crossing shall meet the vertical and horizontal separation requirements of FAC Rule 62-555.314. When separation requirements cannot be met, the Engineer of Record must propose an alternative solution that meets the requirements of FAC 62-555.314 for approval by the Engineering Division. The water main should cross above the sanitary main, when the water main must cross below the sanitary main, the minimum separation shall be 12 inches.

2.2 MATERIALS SPECIFICATIONS

2.2.1 PIPE

2.2.1.1 Polyvinyl Chloride Pressure Pipe, 4" - 12"

Polyvinyl chloride pressure pipe (sizes 4" through 12") will be cast iron pipe equivalent outside diameter Class 235 (DR 18) conforming to the American Water Works Association's (AWWA) specification C900 and will be blue or white in color. Pipe will be in standard 20-foot lengths. All joints will be of the elastomeric-gasket type with thickened, integral solid-wall bell or coupling with the same DR as the barrel. All PVC pipe and couplings will bear the UL label and NSF approval for potable water.

2.2.1.2 Fusible Polyvinyl Chloride Pipe, 4" - 12"

Polyvinyl chloride pressure pipe (size 4" through 12") will be cast iron pipe equivalent outside diameter and a pressure rating of 235 PSI (DR 18) conforming to AWWA specification C900 and will be blue or white in color. Fusible PVC pipe shall be supplied by Underground Solutions, Inc. It shall be installed in accordance with the suppliers' specifications. All PVC pipe will bear the UL label and NSF approval for potable water.

2.2.1.3 Ductile Iron Pipe

Ductile iron pipe will be cement-lined pressure Class 350 for 12-inch diameter and smaller and Class 250 for 16-inch and larger conforming to AWWA specification C151. Water main and storm drain crossing conflicts will be properly designed by the project engineer and approved by theUtilities Department prior to installation. Water mains that are less than 10 feet apart from building foundations or other permanent objects will be ductile iron pipe. In no case will water mains be located less than 5 feet from foundations. The above distances will be doubled for water mains larger than 8" in diameter. Polyethylene sleeve conforming to AWWA specification C105 will be provided for all installations. The polyethylene sleeve will be sealed with tape and shall be blue for water mains.

2.2.1.4 High Density Polyethylene (HDPE) Pipe

HDPE pipe is generally not accepted in the City of Cocoa water system, except as a carrier pipe for a pressurized utility main.

2.2.1.5 Reclaimed Water

PVC pipe installed in reclaimd water systems will be Class 235 (DR 18) conforming to AWWA specification C900 and will be purple in color. Ductile iron pipe installed in the reclaimed water system will be pressure Class 350 for 12" and smaller and pressure Class 250 for 16" and larger, provided 3 feet of cover can be maintained. Where cover is less than 3 feet, pressure Class 350 is required. Polyethylene sleeve conforming to AWWA specification C105 will be provided for all installations. The polyethylene sleeve will be sealed with tape and shall be purple for reclaimed water mains.

2.2.2 VALVES, VALVE BOXES, AND VALVE EXTENSIONS

2.2.2.1 Resilient Seat Gate Valves, 4" - 36"

Resilient seat gate valves will have mechanical joint ends as manufactured by **American Flow Control; AVK; M&H; U.S. Pipe; Clow; Mueller** or an approved equal. The resilient seat gate valves must conform to AWWA specification C509 or C515 and be manufactured in the U.S.A. Resilient seats will be of natural or synthetic rubber and be fully encapsulated to gate. Valves will have 18-8 Type 304 Stainless Steel bolts and nuts. The interior and exterior of the valve body will be fusion-bonded epoxy coated in accordance with AWWA specification C550 in order to provide a corrosion-resistant seat. The coating must be applied in a manner to withstand the action of line fluids and operation of the sealing gate under long-term service. Valve seats must seal by compression only. Wedging or sliding of the resilient seat is not acceptable. Valves will be supplied with 2"-square operating nuts and be designed to provide a bubble tight seal regardless of direction of flow. Opening the valve will be in the counterclockwise direction. Valves 16" and larger will have Bevel Gear Operators. For gate valves 16" and larger to be stood up straight, the 2" operating nut must have 12" of cover. Engineer of Record or Contractor must demonstrate the 12" of cover over the 2" operating nut can be achieved by showing all pertinent dimensions. Tapping valves shall have a centering ring.

2.2.2.2 Butterfly Valves, 16" and Larger

Butterfly valves shall be used for above ground service. Butterfly valves shall have flanged ends, be rubber seated, 90o tight closing type, short body. The interior and exterior will be fusion-bonded epoxy coated in accordance with AWWA specification C550. The valve shaft will be of 316 Stainless Steel. Body dimensions and minimum shaft diameter will be in accordance with Tables 1 and 3 of AWWA specification C504. The valve seat will be of molded natural or synthetic rubber, will be mechanically secured to the disc or to the valve body, and will mate against a stainless-steel seat surface. The gear ratio will be such as to require not more than 50-foot pounds of input torque to operate the valve against the worst case of a water flow velocity of 10 feet per second at a pressure of 100 psi differential. A torque-limiting device will be supplied if the allowable operator input is less than 450-foot pounds. Butterfly valves will have a factory installed hand wheel. The valve will open when the operator nut is turned counterclockwise. **Butterfly valves will not be used for buried service.**

2.2.2.3 Valves, 2"

Two-inch valves for use with the 2" blow-off gate valve will be rated at 125 SWP or 200 WOG. All 2" gate valves must meet all EPA and DEP requirements regarding lead and zinc contents. Brass fittings and 2" brass wheel valves are shall be used on blow-offs. All valves must be manufactured in the U.S.A.

2.2.2.4 Valve Boxes

Valve boxes and lids must be manufactured in the U.S.A. Boxes and lids must be structurally equal to those produced by **East Jordan Iron Works** or **Tyler** and must have 5-1/4" minimum inside diameter. Cast iron valve boxes will consist of a circular cast iron top and bottom section. The depth must be determined, and the appropriate valve box must be installed. No PVC or Ductile is permitted in the valve box. Boxes must be set flush with finished ground surface in such a manner as to permit easy use of a valve wrench and to prevent surface loads from being transmitted to the valve or pipe. Box sections must be telescopic and adjustable. Valve box lids should have the word "WATER" or "SEWER" or "REUSE", as appropriate, cast on the top. A concrete pad (24" L x 24" W x 4" D) will be poured around all boxes at finished grade level unless the valve is located in a paved roadway or parking lot. A Valve identification plate engraved to indicate the type, size, and number of turns will be securely anchored to the concrete pad. Valve identification plates for valves 12" and larger will also indicate the torque necessary for actuation.

2.2.2.5 Valve Extensions

If the depth of the valve nut is greater than 48" below grade, or 30" below grade and under the water table, a valve extension stem will be required. The extension will have a centering collar and will be mechanically attached to the valve operating nut, such as extensions manufactured by the General Engineering Company, Model #4840-0001-3, or an approved equal to be determined by the Engineering Supervisor or his/her designee.

2.2.2.6 Valve Box Debris Shield

All buried valves 4-inch through 12-inch requiring a valve box shall be furnished with a valve box shield (alignment device). The device shall minimize debris infiltration and center the valve box over the operating nut. The device shall be of HDPE or plastic and colored white or black. It shall be furnished in two pieces that will lock together under the operating nut without requiring the removal of the operating nut. The device shall not affect the operation of the valve. No one-piece device will be accepted. The device shall be **Box Lok**, **American** or approved equal.

2.2.2.7 Insert Valve Specification

The Insert Valve shall conform to the following:

The Ductile Iron 250 p.s.i.g. Insert Valve shall be a Resilient Wedge Gate Valve designed for use in potable water, raw water, reclaimed water, wastewater and backflow control systems. The host pipe shall not be a permanent component of the Insert Valve. The ductile iron body, bonnet, and wedge provide strength and a pressure rating that meets or exceeds the requirements of AWWA C515. Insert Valve shall be ductile iron construction meeting ASTM A536 Grade 65-45-12.Sizes 12" and smaller must be capable of working on Cast/Grey Iron or Ductile Iron Class A, B, C and D, IPS PVC, C900 and C909 PVC, Steel, AC pipe diameters without changing either top or bottom portion of split valve body. The Insert Valve shall have a 250 psig maximum working pressure. The pressure rating markings must be cast into the body of the insert valve. The construction of the Resilient Wedge shall comply with AWWA C509 requirements. The ductile iron wedge shall be fully encapsulated with EPDM rubber by a high pressure and high temperature compression or injection mold process. The resilient wedge shall seat on the valve body and not the pipe to obtain the optimum seating and flow control results. The resilient wedge shall be totally independent of the carrier pipe. The resilient wedge shall not come into contact with the carrier pipe or depend on the carrier pipe to create a seal. The Resilient wedge must ride inside the body channels to maintain wedge alignment throughout its travel. The insert valve is fully epoxy coated on the interior and the exterior. Valve shall be coated with a minimum of 10 mils epoxy in compliance with AWWA C550 and certified to ANSI/NSF-61. The stuffing box, operating stem and resilient wedge (complete bonnet and all moving parts) shall be removable, repairable and or replaceable under pressure.

See "Appendix A" Approved Materials for approved Insert Gate Valves.

2.2.3 BACKFLOW PREVENTERS

2.2.3.1 General

All connections to the City of Cocoa potable water system shall contain a backflow preventer assembly as required in the "City of Cocoa Cross Connection Control Program Manual". Backflow preventer assemblies shall be in accordance with AWWA specification C510, ASSE 1048, UL 1469, and as listed in "Appendix A" of this document. All backflow preventers shall be installed per Standard Details in "Appendix B". Backflow preventers on fire line and commercial services shall have test certifications submitted and approved prior to final inspection.

Backflow preventers will have interior fusion bonded epoxy coating 5 to 12 mils and will be installed above grade in accordance with manufacturer's recommendations on a concrete slab adjacent to the meter. Check valves must have bronze seats.

Commercial Services: Cross connection control device required for commercial service, including multi-family residences, shall be a reduced pressure (RP) backflow preventer unless otherwise approved by the Engineering Division.

Residential Services: Cross connection control device required for residential service shall be a dual check backflow preventer.

Construction Sites: Cross connection control device required for temporary construction jumpers shall be a double check backflow preventer. The Contractor shall provide test certifications on the jumper backflow preventer before the jumper is placed into service.

2.2.3.2 Fire Services

Cross connection control devices for fire line systems shall be double check detector assemblies (DCDA) or reduced pressure detector assemblies (RPDA). DCDA and RPDA shall meet the requirements of the Florida Building Code and must be supplied with a ¾-inch or larger bypass assembly. DCDA will be accepted as a complete approved assembly in accordance with the section on "Backflow Prevention and Cross-Connection Control" in the Utilities Handbook. The Engineering Division will inspect the interior of the DCDA prior to installation. DCDA must be installed horizontally above ground in a grassed or non-traffic area. The DCDA will be installed with 24" minimum and 30" maximum clearance from finished grade. "N" shaped DCDA will be accepted on a case-by-case basis. Fire lines requiring an RP2 will be handled on a case-by-case base. The Engineering Division shall paint the DCDA, to be paid for by the Developer/Contractor.

2.2.3.3 Meter Station Backflow Preventer

Backflow Preventers for the large meter stations (3-inch and larger) are a Reduced Pressure Zone Assembly and manufactured in accordance with AWWA C511. The assembly will be installed so as the relief valve opening will be a minimum of 12" above concrete slab. If the meter station is in a planter, the top of the planter is considered the flood rim and the relief valve opening shall be 12" above the concrete slab. The Engineering Division shall paint the meter station assembly, to be paid for by the Developer/Contractor.

2-inch meter stations may be allowed on a case-by-case basis as approved by the Engineering Division.

2.2.3.4 Backflow Preventer Certification Test

The Contractor will provide test certifications on the jumper backflow preventer before jumper is placed into service. Backflow preventers on fire-line and meter stations will have test certifications submitted and approved prior to final inspection.

2.2.4 FITTINGS

All fittings must be of the mechanical joint type with an approved joint restraint, or push-on joint with a gasket joint field restraint system. All fittings must be manufactured in the U.S.A.

2.2.4.1 Cast Iron

Cast iron fittings will be AWWA specification C110; Class 250, cement lined with inside seal coating. The fittings will be bituminous coated on the outside and be wrapped with 6 mil polyethylene (sealed with tape). Cast iron fittings are only to be used in larger applications where ductile iron fittings are not available.

2.2.4.2 Ductile Iron, 4" - 16"

Ductile iron compact fittings (sizes 4" through 16") must conform to AWWA specification C153. Ductile iron compact fittings will be mechanical joint with an interior cement lining with seal coating and an exterior bituminous coating. All fittings will be wrapped with 6 mil polyethylene (sealed with tape).

2.2.4.3 Bolts

All buried mechanical joint bolts and nuts must be CORTEN Steel. All above ground bolts and nuts for flanged fittings must be 18-8 Type 304 stainless steel. Never-seize/Anti-seize shall be applied to all SS bolts and nuts.

2.2.4.4 Tapping Sleeve

Tapping sleeves on mains 4" to 12" in diameter will be all Stainless Steel Sleeves.

The All Stainless Steel Sleeve shall be fabricated from 304 Stainless Steel. They shall have a pass through bolt design and full circumferential gasket to provide 360° seal around the pipe. The tapping sleeve is to be fully passivated to return the stainless steel to its highest corrosion resistance stage.

Sleeves on mains 16" to 24" in diameter will be fabricated steel with O-ring seal, fusion bonded, epoxy coated with 304 stainless steel nuts and bolts or M.J. ductile iron body. Sleeves on mains larger than 24" will be handled on a case-by-case basis.

Tapping Sleeves for reinforced concrete mains will be handled on a case-by-case basis. The sleeves will have a fusion-bonded epoxy coating on the entire body and throat assembly. The straps and bolts shall be 18-8 Type 304 stainless steel.

The tapping valve must have centering ring and conform to Section 2.2.2.1 "Resilient Seat Gate Valves" in these Technical Provisions.

Tapping saddles to be placed on asbestos concrete (AC) pipe shall be an **JCM A432** All Stainless-Steel Sleeve or equal.

2.2.4.5 Line Stop Sleeve Specifications

Sizes 4" through 12"

Sleeve/Body

The entire Line Stop sleeve shall be fabricated from 304 Stainless Steel. They shall have a pass-through bolt design and provide 360° seal around the pipe. The line stop sleeve is to be fully passivated to return the stainless steel to its highest corrosion resistance stage. Outlet on sleeve will be full port, i.e. on 8" sleeve, outlet will be 8", on 6" sleeve, outlet will be 6".

Bolts, Nuts & Washers

18-8 Type 304 Stainless Steel, the bolts shall be track head type and furnished with permanently lubricated heavy-hex nuts and stainless washers.

Gasket

The full circumferential gasket shall be molded of synthetic rubber compounded for use with water salt solutions, mild acids, bases and sewage. The gasket shall have a gridded surface, be a full 1/4" thick with 304 stainless steel bridge plates molded flush into the gasket and have a raised hydromechanical outlet seal to seal against line surges and water hammer.

Pressure Rating

The sleeves shall be rated at 150 PSI hydrostatic with a test pressure of 200 PSI on pipe with a full circumferential break.

Line Stop Sleeves shall be a **JCM A440 Line Stop Sleeve** or approved equal.

2.2.5 FIRE HYDRANTS

Fire hydrants must be manufactured in accordance with AWWA specification C502. Hydrants must have bronze-to-bronze main seat threading surfaces. They will be traffic type with drain holes plugged at the factory. Fire hydrants will have 18-8 Type 304 Stainless Steel bolts and nuts (bonnet, traffic flange and shoe).

Hydrants will have a minimum 5-1/4" main valve opening, with one 4-1/2" pumper nozzle, and two 2-1/2" hose nozzles. Nozzles to have NST threads. Stem couplings are to be cast iron or stainless steel. The upper valve plate must be bronze. The hydrant shoe will be coated inside with fusion-bonded epoxy, 6 mil minimum. All hydrants will be painted at the factory with Rustoleum high-performance epoxy 9100 system, non-lead, dry film thickness 5 to 8 mils, color #9143 Yellow. City crews will apply finish paint to each new fire hydrant after the Contractor has paid the appropriate fees.

Finish grade is to be established and the proper length hydrant is to be installed by the Contractor prior to acceptance by the City. All nozzles will be a minimum of 18" and a maximum of 24" above finished grade. A 6" mechanical joint hydrant connection will be provided using a hydrant valve-anchoring tee with integrally cast standard mechanical joint gland on 6" plain end branch. The Contractor will not be allowed to install risers on hydrants. At final inspection, if it is determined that a fire hydrant is not at grade, the Contractor shall purchase a proper length hydrant and install it under the direction of the Engineering Division.

2.2.6 SERVICE CONNECTIONS, 3/4"-2"

All service connections will be single connections. Services that are 3/4" and 1" are to be type K annealed temper soft copper. All connections are to be of the flare type. 1-1/2" and 2" services are to be of type K drawn temper in straight lengths or annealed temper if furnished in coils. Absolutely no lead-based solder joints will be accepted. Any repairs of service lines will be by flare-to-flare coupling. No compression fittings will be accepted. Taps in the pipe will be the same nominal diameter as the service line. Service taps in PVC pipe will be drilled with a shellcutter designed to cut PVC pipe, and the PVC plug will be removed.

Brass goods furnished under this specification shall be new and unused. All fittings shall conform to ANSI/AWWA Standard C800, latest revision.

All brass components in contact with potable water must be made from either CDA/UNS Brass Alloys C89520 or C89833 with a maximum lead content of .25% by weight. Brass alloys not listed in ANSI/AWWA C800 Paragraph 4.1.2 are not approved. All service fittings shall be certified as suitable for contact with drinking water by an ANSI accredited organization in accordance with ANSI/NSF Standard 61. All fittings shall be stamped or embossed with a mark or name indicating that the product is manufactured from the low-lead alloy as specified above.

Brass saddles shall be made from CDA/UNS C83600 and are exempt from the "no lead" requirement.

2.2.6.1 Saddles

Saddles must be used for all connections to PVC, AC and D.I. pipe. Saddles must be all brass with "CC" threads as manufactured by **Mueller Company**, or **Ford Meter Box Company**. The pipe sizes for these manufacturers are noted below (approved materials are also listed in "Appendix A"):

MUELLER: For ductile iron pipe sizes 4" to 12", for 3/4" and 1" services, the single strap design must be used. For 1-1/2" and 2" services, the BR 2 B double strap design must be used.

FORD: For pipe sizes 4" to 12", for 3/4" and 1" services, the style 101B single strap design must be used. For 1-1/2" and 2" services, the style 202B double strap design must be used. For pipe sizes 16" and larger, for 3/4", 1", 1-1/2," and 2" services, the style 202B double strap design must be used.

An approved equal may be used in lieu of any of the above-listed designs/models.

2.2.6.2 Curb Stops, 3/4" - 2"

Curb stops 3/4" and 1" in size will be flare-by-meter coupling. **Curb stops must have locking wings and a swivel meter nut.** Curb stops that are 1-1/2" or 2" will be flare-by-meter flange with locking wing or an approved equal. All curb stops shall be centered in the meter box and installed in a horizontal position.

CITY OF COCOA
Brevard County, Florida
UTILITIES DEPARTMENT

WATER
TECHNICAL PROVISIONS

DRAWN BY:	SCALE:
CHECKED BY:	DATE: APRIL 2020
DRAWING No. :	SHEET: 1 OF 3
ACAD NAME:	

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

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1	CITY COMMENTS 08/19/20
2	CITY COMMENTS 08/10/2020 08/13/20
1	CITY COMMENTS 07/24/2020 07/31/20
DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

CITY OF COCOA WATER TECHNICAL PROVISIONS

PROJECT NO.

11453.02

DRAWING NO.

1145302_400_025

SHEET

25 of 35

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SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

2.2.6.3 Corporation Stops, 3/4" - 2"

All corporation stops for water service ¾" thru 2" will be brass and have "CC" inlet threads and copper flare outlet. 2" Corporation stops for "jumpers" will be "CC"-by- F.I.P.

2.2.6.4 Meter Boxes

Meter boxes for traditional meters are to be plastic with an iron flipper lid with a full pin hinge. Meter boxes for radio-read meters must have a lid compatible with City's AMR meter antennae (4-1/2" round). Service locations will be permanently cut and painted on concrete curb or the street with a blue "W" for potable water or a purple "R" for reclaimed. Reclaimed services will be located at the opposite lot corner from water services where practical or with five feet minimum separation.

For larger 1-1/2 and 2-inch meters, 17" x 30" meter boxes shall be used.
For areas that are anticipated for high traffic areas, a traffic rate H-20-meter box shall be used. Reclaimed Water services will be set in purple meter boxes of materials per above. They are also required to have a 3" x 5" permanent plastic tag, secured to the curb stop with a nylon tie wrap, which will be supplied. Tags will be inscribed, "RECLAIMED WATER DO NOT DRINK".

2.3 PROTECTION OF PROPERTY AND OBSTRUCTIONS

2.3.1 PROTECTION

Temporary supports and/or adequate protection and maintenance must be provided on all underground and surface structures encountered in the progress of the work. Structures that have been disturbed will be restored to a condition equal to their original state upon completion of the work.

2.3.2 OBSTRUCTIONS

All utility owners must be notified prior to beginning construction. Any known obstructions will be shown on the plans; however, Contractor is solely responsible for field verifying existing conditions. The utmost caution will be taken in all operations to avoid damage to existing obstructions whether or not shown on the plans. Damage to other utilities will be at the Contractor's expense.

If the Contractor encounters any unforeseen obstructions during construction, the Contractor shall immediately cease work in that area and notify the Engineer of Record (EOR). The EOR shall design and provide detailed drawings to correct the situation. The drawings shall be submitted to the Engineering Division for approval. After approval by the Engineering Division, a set of approved drawings will be given to the contractor and they may resume work.

2.3.3 EXISTING ASBESTOS CEMENT WATERMAINS

In areas where asbestos cement water mains are existing, water main relocations or replacements may be necessary. If new construction of facilities is over, under, or near asbestos cement water mains, it shall require that the asbestos cement water main be changed out to polyvinyl chloride pipe or ductile iron pipe. All asbestos cement pipe that is replaced shall be removed and disposed of by the contractor unless specifically directed in writing by the City to abandon in place. New pipe material shall depend upon the type and location of the facilities being constructed. The Developers Engineer shall design the replacement and submit it for the Engineering Division approval. The Developer is responsible for all design, materials, labor, equipment, testing, and costs for the replacement. Contractor shall remove and dispose of AC pipe in accordance with FAC Codes 62-204.800 and 62-257.

2.3.4 ABANDONMENT OF ASBESTOS CEMENT PIPE

Where asbestos cement water mains have been directed by the City to be abandoned in place they shall be filled with a sand/cement grout by the contractor. Grout shall be injected within the pipe sections to be abandoned where the ends of the sections shall be capped and or plugged. The grouting program shall consist of pumping sand-cement grout with suitable chemical additives at pressures necessary to fill the pipe sections to prevent the potential for future collapse. The rate of pumping shall not exceed six (6) cubic feet per minute. The pumping pressures shall be in the range of 100 to 150 psi.

The Contractor shall provide standpipes and/or additional means of visual inspections as required by the City to determine if adequate grout material has filled the entire pipe section(s).

2.4 TRENCH PREPARATION

2.4.1 EXCAVATION

A trench will be opened so that the pipe can be installed to the alignment and depth required. It will be excavated only so far in advance of pipe placement as necessary. The trench will be excavated to the depth required to provide a uniform and continuous bearing support for the pipe or undisturbed ground. Bell holes will be provided at each joint to permit jointing to be made and inspected properly.

During excavation, if ashes, cinders, muck or other organic material considered unsuitable is discovered at the bottom of the trench at sub-grade, unsuitable material will be removed and backfilled with approved material. This material will be compacted in layers to provide a uniform and continuous bearing characteristic of that area's soil condition. Where the bottom of the trench at sub-grade consists of unstable material to such a degree that it cannot be removed and replaced with an approved material to support the pipe properly, a suitable foundation must be constructed. Excavated material will be piled in such a manner that it will not endanger work or obstruct natural watercourses, sidewalks or driveways. Fire hydrants under pressure, valve boxes, or other utility controls will be left unobstructed and accessible at all times. Gutters will be kept clear or other satisfactory provisions will be made for street drainage.

2.4.2 SHORING AND BRACING

Open cut trenches must be sloped, shored or braced as required by all governing State law, municipal ordinances, OSHA Standards, and as may be necessary to protect life, property, or the work. Trench bracing may be removed after backfilling has been completed or has been brought up to such an elevation as to permit its safe removal. The use of a trenching box may be used in place of sheeting and bracing where appropriate. The Contractor is required to have a Competent Person designated and in charge at all times while workers are in the trench.

2.4.3 DE-WATERING

Excess water must not be allowed in the trench at any time. An adequate supply of well points, headers or pumps, all in first-class operating condition, may be used to remove the water. The use of gravel and pumps will also be an acceptable means of removing the water. The trench will be excavated no more than the available pumping facilities are capable of de-watering. Discharge from pumps will be accommodated in accordance with the St. Johns River Water Management District's requirements. The Contractor is responsible for obtaining all de-watering permits such as NPDES permit.

2.5 PIPE LINE CONSTRUCTION

2.5.1 GENERAL

All water mains, service lines, and appurtenances must be installed as specified on the approved plans and in accordance with the Standard Detail Sheet. Installation will conform to AWWA specification C600 except as modified herein.

Domestic water service can only come from a Distribution main. When water service is requested and the only water main available is a Transmission main, a large tap and section of pipe shall be installed on the Transmission Main for the water service.

The minimum size tap on a Transmission Main shall be a six (6) inch.

2.5.2 MATERIAL HANDLING

2.5.2.1 Precautions

Every precaution will be taken to prevent damage to pipe and piping materials during transportation and delivery to the work site. Under no condition will pipe be dropped, bumped, dragged or picked up by inserting forks into end of pipe. Pipe lifted by placing forks into pipe shall be removed from job site.

2.5.2.2 Damaged Materials

If in the process of transportation, unloading or handling, any pipe or fitting is damaged, it will be rejected and removed from the site.

2.5.2.3 Storage

Pipe fittings and specials will be stored in a manner which will assure the protection of the material from damage and which will keep it clean.

2.5.3 INSPECTION OF MATERIALS

Materials delivered to the job site will be subject to inspection by the Engineering Division prior to installation. Contractor shall notify Inspections 24 hours in advance. All materials found to be defective or not meeting specifications during inspection or during the progress of the work will be rejected and removed from the job site without delay. All materials delivered to the job site will be in accordance with the materials specifications. Materials not inspected by the Engineering Division prior to installation will be uncovered by the Contractor at their expense to verify compliance with these specifications. The Contractor will furnish copies of the packing list(s) for materials upon demand.

2.5.4 PIPE PLACEMENT

The bottom of the trench will not be excavated below the specified grade. If undercutting occurs, the bottom of the trench will be brought up to the original grade with approved material and thoroughly compacted, as directed by the Engineering Division. Before placing pipe into the trench, the outside of the spigot and the inside of the bell will be wiped clean, dry, and free from oil and grease. Every precaution will be taken to prevent foreign material from entering the pipe. During placement operation, no debris, tools, clothing or other material will be placed in the pipe.

All mechanical joints will be made up in strict accordance with the manufacturer's specifications. Beveled ends will be removed from PVC pipe entering a mechanical joint. The bell will be carefully cleaned before the gasket is inserted. Gaskets must be evenly seated, the gland placed in position with the bolts, and evenly tightened. All slip joints will be made up in strict accordance with the manufacturer's specifications.

After placing a length of pipe in the trench, the spigot end will be centered in the bell, the pipe forced home, brought to correct alignment, and covered with an approved backfill material. Ductile iron pipe will be backfilled to the centerline of the pipe and compacted to ninety-five percent (95%) of standard Proctor T-99.

PVC pipe will be backfilled in accordance with the manufacture's recommendations for the laying conditions.

Pipe will be installed with 30" minimum cover. Maximum cover of 42" will be accepted. Cover depth will be determined from proposed finish grade as indicated on the plans. At times when pipe placement is not in progress, the open ends of pipe must be closed by a watertight plug or other approved means. This provision will apply during the lunch hour as well as overnight. If water is in the trench, the seal will remain in place until the trench is pumped completely dry.

All underground water main shall meet the horizontal and vertical separation requirements in FAC 62-555.314 as related to sanitary force main and gravity main, reclaim mains, and storm water gravity and force mains.

Pipe installed under swales shall be D.I. and have 3 feet minimum cover. D.I. pipe to be centered on swale. If more than one joint of pipe is necessary, restrained joint pipe is required. See "Swale Crossing" detail and definitions.

Pipe installed under canal or drainage ditch shall conform to all FDEP requirements. Pipe shall be restrained joint D.I. pipe with gate valves on both sides of canal/ditch. D.I. pipe shall have 5 feet minimum cover with a concrete cap. See "Canal or Drainage Ditch Crossing" detail and definitions.

2.5.5 LOCATING WIRE

A UF 14 Copper Wire that allows for the location of the pipe using an induced current line locator will be installed on all potable water, reclaimed water, and wastewater mains. The wire must be placed on the top of the pipe and taped approximately every ten feet. A run of wire must run from the main to each hydrant. Each fire hydrant must have one wrap of the wire around the barrel located at final grade.

Wire color shall be blue for water, green for wastewater, and purple for reclaimed.

A run of wire will also be brought up in each valve box. The wire will have 18 inches of excess length. Wire is to be connected together using an underground wire nut with a **silicone-based sealant.**

The CCS wire shall meet the following requirements. HDPE Insulation of 30 mils, #14 AWG conductor, maximum Ohms resistance of 8.28 ohms per 1000 ft., breaking load 256 lbs.

When directional drilling is used, one continuous #10 CCS **extra high strength** locator wire shall be installed. The CCS wire shall meet the following requirements. HDPE Insulation of 45 mils, #10 AWG conductor, maximum Ohms resistance of 0.999 ohms per 1000 ft., breaking load 1150 lbs.

2.5.6 SERVICE LINE LOCATION

Service lines will be located at alternating lot lines outside the sidewalk within two feet of the right-of-way line as shown on approved plans or in a grassed area behind the curb if located in other than a subdivision.

Reclaimed service line is to be located adjacent to sewer cleanouts.

2.5.7 BACKFILLED MATERIAL AND INSPECTION

All backfilling material will be free from cinders, ashes, refuse, vegetable or organic material, boulders, rocks, stones, or other material which is considered unsuitable. When backfill material is not specified on the plans, backfilling with the excavated material may be acceptable provided that such material is suitable for backfilling. Pipe should be backfilled as soon as possible to minimize the length of open trench. Pipe joints, valves, fittings, and thrust blocks will be left uncovered until inspection by the Engineering Division has been completed.

2.5.8 VALVES AND FITTINGS

All valves and fittings will be set and joined to the pipe in the proper location as shown on the plans. Valves should be installed outside of the pavement where practical. A roadway valve box will be provided for every valve. This valve box must not transmit shock or stress to the valve. Valve will have alignment ring installed and valve box centered and plumb over the wrench nut of the valve. The box cover is to be flush with the surface of the finished pavement or grade level as specified in the plans. A 24"-square concrete pad 4" in thickness will be poured around the valve box when it is located outside of pavement. A bronze or stainless-steel disc will be cast into the pad for all valves 12" or larger. Valve nomenclature to be stamped into the disc will include the valve size, type, manufacturer's initials, number of turns, and direction to open the valve. (Example: 12" G.V. U.S.P. 20 c.c.w.)

All valves will be located within two feet of the tee, see detail "Gate Valve and Fitting."

When solid sleeves or couplings are used to join/tie-in pipelines, a Spacer Piece shall be installed if there is a gap in the pipeline.

2.5.9 FIRE HYDRANTS

All fire hydrants (hydrants) will be located as shown on the plans and marked on the pavement with a blue reflector. On unpaved streets, a blue reflector will be affixed to a post and placed as close to the edge of the road as feasible to be easily visible. The hydrants will be located in such a manner as to provide complete accessibility and in a manner so that the possibility of damage from vehicles or injury to pedestrians will be minimized. All hydrants must stand plumb and the bury line of the hydrant at the finished grade. Hydrants installed in State highway rights-of-way will be placed in accordance with any F.D.O.T. requirements. Contractors shall not turn or add risers to hydrants. All hydrants will be connected to the main in the manner shown on the Standard Detail Sheet. If the installation of the hydrant requires the hydrant to be greater than 40 ft. away from the fire hydrant valve, an additional valve shall be installed. If the fire hydrant valve ends up in asphalt of a major road (not subdivision) an additional hydrant valve regardless of distance shall be installed.

2.5.10 RESTRAINED PIPE JOINTS

The Engineer of Record shall provide a restrained joint detail on drawings submitted to the City for approval. Restraining is to apply to all new fittings installed as part of the job, including tapping saddles.

2.5.11 THRUST BLOCKS AND COLLARS

Restrained joint systems are the preferred method. Thrust blocks may only be used with the City's prior approval at bends, fire hydrants, and as specified on the plans, in accordance with the Standard Detail Sheet. Metal harnesses, tie rods, or clamps of adequate strength to prevent movement may be installed at locations where thrust blocks are not practical. Rods and clamps will be stainless steel. A 20-foot length of ductile iron pipe will be installed at all main endings and a concrete thrust collar will be poured around the pipe at a distance of 10 feet from the end of the joint. In lieu of concrete thrust collar, restrained pipe upstream of the proposed concrete thrust collar may be used.

2.5.12 JACK AND BORE, PIPE INSTALLED IN CASINGS

Pipe to be installed under pavement where open trenching is not permitted will be installed through a steel casing that has been jacked and bored. The casing pipe will be six to eight inches larger than the outside diameter of the bells on the Ductile Iron pipe. The Engineer of Record will design the casing and bore to meet FDOT or FECRR requirements.

Ductile Iron pipe of the appropriate Class will be installed in the casing. Water mains must be pushed or pulled through the casing on stainless steel casing spacers with polyethylene skids attached to the pipe with stainless steel straps. The stainless-steel casing spacers with polyethylene skids will be placed in accordance with manufacturer's recommendations. Casing spacers must be manufactured by Cascade or an approved equal. Restrained joints are required on mains installed inside casings.

JACK AND BORE

J&B installed under FDOT roadways shall conform to the latest FDOT Road and Bridge Construction design standards. J&B installed under FECRR shall conform to FECRR requirements.

2.5.13 HORIZONTAL DIRECTIONAL DRILLING

Only DIP and Fusible PVC may be horizontal directional drilled (HDD) under pavement or surface waterway crossings. The HDD pipe shall only extend to 10 feet on each side of the crossing. Then the piping will change to the standard piping material.

HDD installed under FDOT roadways shall conform to the latest FDOT Road and Bridge Construction design standards.

ENGINEERING PROCEDURE HORIZONTAL DIRECTIONAL DRILLS

PRECONSTRUCTION CONFERENCE

1. A preconstruction conference will be required. The preferred attendees for the preconstruction shall be but not limited to:

   The directional bore contractor (preferably the Field Superintendent) The permitting agency

   Engineer of Record

   City Engineering Division Representative

   Inspector for the project

HDD CONTRACTOR

1. Approval required prior to the HDD, the HDD contractor shall submit a bore plan (see sample drawing in "Appendix B") to the Engineering Division for approval. The bore plan shall be a scaled drawing or computer generated drawing showing the following information but not limited to: (see drawing "Typical Bore Plan")

   The entrance and exit location

   Profile of the bored pipe

   All utilities including their depths and clearances from reamer

   Width of the right of way

   Pavement width

   Length of the bore

   The bore plan shall be signed by the responsible person in charge of the bore.

2. The HDD contractor shall follow the minimum clearances as shown below from the bottom of the water main to the top of the reamer:

   Water mains 12" and greater minimum clearance is 18" Water mains 10" and less minimum clearance is 12"

3. The HDD contractor will be responsible for obtaining locates for all utilities in accordance with Chapter 556 of the Florida Statutes.
4. The HDD contractor shall notify the City of Cocoa Inspection Division 48 hours in advance of the bore and notify the appropriate permitting agency per the conditions of the permit.

ENGINEERING INSPECTOR

1. An approved copy of the bore plan will be given to Engineering Inspection Division.
2. The Inspector for the project will have a copy of the bore plan at the project site.
3. Prior to the HDD the Inspector shall verify that the materials at the project site for the directional bore are in accordance with the City of Cocoa's latest technical provisions and standard details.
4. The Inspector shall verify the following prior to the commencement of the HDD:

   a. Verify that the HDD contractor has obtained his/her utility locates;
   b. Verify that all utilities have been visually spotted by the HDD contractor;
   c. Verify that the permitting agency has been notified of the HDD; and d. Witness the calibration of the sonde.

5. The Inspector shall remain at the project site until completion of the HDD. Any discrepancies shall be immediately reported to the Engineering Division. Once the corrective action is determined, the proper authority will be notified.

COMPLETION OF THE BORE

1. A bore log shall be submitted to the Engineering Division after completion of the bore.

2.5.14 BLOWOFFS

Flushing blow-offs are to be installed and constructed as shown on the Standard Detail Sheet. Blow-off materials include 2" brass for nipples, brass threaded fittings, 2" brass angle wheel valve, and plastic meter box (purple for reclaimed). The plastic meter box is to be installed at grade over the wheel valve. The angle wheel valve will be within six inches of finished grade and will be plugged with a brass plug. 4" blow-offs will be required on both potable water and reclaimed water mains 12" and larger and must be constructed as shown on the Standard Detail Sheet. A reclaimed tag will be installed on reclaimed main blow-offs in a reclaimed meter box.

Brass used in potable water shall meet the low lead requirements as set forth in Section 2.1.6, "Service Connections".

2.6 TIE-INS TO EXISTING SYSTEMS

2.6.1 GENERAL

The Contractor is not to operate any valve or remove any thrust block from City-owned mains except under direct supervision of an Inspector of the Engineering Division. The Contractor may need a post restraining the existing piping for the tie-in as required by the Engineering Division. All Contractors must follow the procedures listed below for connecting new mains to existing water systems.

2.6.1.1 Mains 8" and smaller

Existing tie-in valves will be operated and pressure tested to verify water tightness prior to the proposed tie-in. Existing system valves that are not water tight, shall have a new valve installed immediately adjacent (within 2') to the existing valve. The Contractor will provide a 2" tap on the new main and a 2" tap on the existing main at the tie-in valve. A 2" jumper equipped with a City supplied meter and contractor supplied backflow preventer (double check) will be installed. The jumper will be utilized for filling the main, flushing the main, providing water for bacteriological sampling, and maintaining pressure in the main after a successful bacteriological test. The proposed tie-in valve is not to be operated and the jumper is not to be removed until clearance has been obtained from FDEP and the City. The Engineer of Record will be required to provide an executed FDEP certificate of completion prior to clearance. After clearance, the tie- in valve will be opened, the jumper removed, and the main thoroughly flushed under the supervision of the Inspector. All other existing valves closed as part of the job will be opened by the contractor under the supervision of Engineering Division.

2.6.1.2 Mains 10" and Larger

The same procedure as noted for mains 8" and smaller will be used for mains 10" and larger except that the jumper will be utilized only for filling the main, providing water for bacteriological sampling, and maintaining pressure in the main after a successful bacteriological test. The tie-in valve can be opened for flushing and during chlorination only under the supervision of the Engineering Inspection Division. The tie-in valve is not to be operated and the jumper is not to be removed until clearance has been obtained from FDEP and the City. After clearance, the tie- in valve will be opened, the jumper removed, and the main thoroughly flushed under the supervision of the Inspector. All other existing valves closed as part of the job will be opened by the contractor under the supervision of the Inspector.

2.7 TESTING

2.7.1 GENERAL

All newly installed pipe and services that have been backfilled must be tested in accordance with AWWA specification C651.

2.7.2 JUMPER METER ASSEMBLY

All filling, and flushing, must be accomplished through a jumper meter assembly. The jumper meter assembly shall consist of a meter (provided by the City, paid for by the Developer/Contractor), and a double check backflow preventer and galvanized piping (provided by the Contractor). The jumper meter assembly shall be installed by the Contractor under the direct supervision of the Engineering Division. After installation, the Contractor shall have the backflow preventer certified by a backflow technician, and a copy of the test report shall be provided to the Engineering Division.

1. A temporary jumper connection is required at ALL connections between existing active water mains and proposed new water main improvements, per the City of Cocoa Utilities Handbook. The only exception is the installation of a new fire hydrant involving a tap and using an anchoring/swivel nipple. In this case, all fittings and fire hydrant SHALL be swabbed with a 100 ppm chlorine solution prior to installation.

2. The details for filling any water main from existing active water mains and for flushing of new mains up to 8" diameter (2.5 FPS minimum velocity) and for pulling bacteriological samples from any new water main of any size can be found in **Section 2.7.3-Flushing and Swabbing**. The jumper connection shall be maintained until after filling, flushing, testing, and disinfection of the new main has been successfully completed and clearance for use from the Florida Department of Environmental Protection (FDEP) and other pertinent agencies has been received. The jumper connection shall also be used to maintain pressure in the new mains all the time after disinfection and until the FDEP clearance letter is obtained. Adequate thrust blocking and/or restraints shall be provided temporarily, as required. Pipe and fittings used for connecting the new pipe to the existing pipe shall be disinfected prior to installation in accordance with AWWA C651. The tapping sleeve and the exterior of the main to be tapped shall be disinfected by spraying or swabbing per Section II of AWWA C561.

3. Flushing of 10" diameter and larger water mains may be done through the tie-in valve, under the direct supervision of the Engineering Division. The Engineering Division will be notified in writing 48 hours prior to the flushing of said mains.

   The following procedures shall be followed:

   A. The existing tie-in valves shall be operated and pressure tested in the presence of the Engineering Division or Engineer to verify water tightness prior to the proposed tie-in. Valves which are not watertight shall be replaced or a new valve installed immediately adjacent to the leaking valve.

   B. The temporary jumper connection shall be constructed as detailed. The jumper connection shall be used to fill the new water main and for providing water for bacteriological sampling of the new main as required by the FDEP permit.

- Flushing shall not be attempted during peak demand hours of the existing water main.
- All downstream valves in the new system must be open prior to opening the tie-in valve.
- Provide for and monitor the pressure at the tie-in point, the pressure in the existing main must not drop below 35 psi.
- Tie-in valve shall be opened a few turns only, ensuring a pressure drop across the valve is always greater than 10 psi.

4. The contractor shall provide documentation demonstrating that the double check backflow prevention device has been tested and is in good working order at the time of installation. The test shall be performed by a qualified backflow prevention technician.
5. Except as required to flush lines of greater than 8" in diameter, the tie-in valve shall remain closed. The tie-in valve shall remain closed until the new system has been cleared for use by FDEP and all other pertinent agencies.
6. Upon receipt of clearance for use from FDEP and all other pertinent agencies, the contractor shall remove the jumper connection. The corporation stops are to be closed and plugged with 2" brass plugs.
7. All installation and maintenance of the temporary jumper connection and associated backflow prevention device fittings, valve, etc., shall be the responsibility of the contractor.

CITY OF COCOA
Brevard County, Florida
UTILITIES DEPARTMENT

WATER
TECHNICAL PROVISIONS

DRAWN BY:	SCALE:
CHECKED BY:	DATE: APRIL 2020
DRAWING No. :	SHEET: 2 OF 3
ACAD NAME:	

B.S.E. CONSULTANTS, INC.
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CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
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STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

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1 CITY COMMENTS	08/19/20
2 CITY COMMENTS 08/10/2020	08/13/20
3 CITY COMMENTS 07/24/2020	07/31/20
DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

CITY OF COCOA WATER TECHNICAL PROVISIONS

PROJECT NO.

11453.02

DRAWING NO.

1145302_400_026

SHEET

26 of 35

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SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

2.7.3 FLUSHING AND SWABBING

The City will provide an adequate volume of water for the filling, flushing, and testing of mains. The Contractor will notify the Engineering Division prior to flushing or filling mains. The pressure in the City's system will be monitored during the flushing; at no time should the pressure in the City's system be allowed to drop below 35 psi. Water used during flushing will be billed to the Contractor.

The City of Cocoa Engineering Division requires all new mains regardless of size or material to be pigged/swabbed. In an effort to make sure all footages of a pipeline are pigged, the following procedures are to be used as a guide and in no way to be construed as means and methods.

The following terminology may be used in the discussion or operation of the

pigging procedure. Pigs shall be manufactured of a 2 pounds per cubic foot

density open cell polyurethane foam

body (swab) complete with rear polyurethane drive
seal.

Pig launching station may be a "wye", "tee", or simply inserting the pig at the very beginning of the pipeline. The beginning of the pipeline is defined at the jumper assembly location.

Pig retrieval point or cannon is a "wye", "tee" or open end of pipe at which point the pig will exit the pipeline.

The pipeline will be filled through the jumper assembly the day before of the pigging operation.

The pig will be advanced through the pipeline at a rate of 2 feet per second, 80 gpm for 4"; 180 gpm for 6"; 320 gpm for 8". Flow rates and jumper assemblies for mains 10" and larger will be determined by the Engineer of Record and approved by the City of Cocoa Engineering Division.

The pig retrieval point or cannon will project at least one foot above the surrounding grade. The water from the pig retrieval station discharge and its location to discharge shall be approved by the Engineering Division. The contractor will be responsible for following the National Pollutant Discharge Elimination System (NPDES) requirements to remove chlorine from discharge as well as protect retrieval area from erosion. Retrieval cannons will not be left in place. After pigging and flushing are complete, the cannon will be removed and capped below ground in accordance with Engineer of Record details or City of Cocoa Standard Details.

The contractor may insert the pig into the first section of pipe between the isolation valve and the downstream point of jumper assembly. By inserting the pig between the isolation valve and the downstream jumper assembly point it will allow the pipeline to be filled without moving the pig down the pipeline. If the pig is moved during filling operation another pig will be inserted into the pipeline. The isolation valve may be cracked open for a few seconds under the direction of the Engineering Division to move the pig past the jumper assembly downstream point so the jumper assembly can advance the pig through the pipeline.

When the pig exits the pipeline, the flushing will continue until the water is clear. A simple way to determine if water is running clear is to capture some water in a WHITE cup. If water is clear and no particles in cup then flushing is complete; if not, flushing will continue until water is clear.

2.7.4 HYDROSTATIC TEST

A blow-off or fire hydrant will be installed at the end of the pipeline under test. The line being tested will be slowly filled with water to the specified test pressure. Before applying the specified test pressure, all air will be expelled from the test section including service connections. If fire hydrants or blow-offs are not available at high elevations, taps at points of highest elevation will be made to facilitate air removal and testing. When testing is complete, the service lines installed for air removal must be removed.

The line must hold the 150-psi test pressure for a two-hour test period and must be performed under the direct supervision of the Engineering Division. Sufficient human resources are to be employed to ensure inspection. If the line fails to meet the test, it will be repaired and re-tested until the test requirements are satisfied. Line pressure will be maintained to within 5 psi of the test pressure at all times.

2.7.5 LEAKAGE TEST

A leakage test at 150 psi will be performed on all newly installed sections of pipe in accordance with AWWA C600 or C605 after installation of all service connections. Any leakage observed must be less than the following per thousand feet of pipe:

Size (in)	Allowable Leakage (gal/hour)
2	0.20
4	0.33
6	0.50
8	0.67
10	0.83
12	1.06
14	1.16
16	1.32

$$L = \frac{SD\sqrt{P}}{148000}$$

L = testing allowance (makeup water), in gallons per hour

S = length of pipe in feet

D = nominal diameter of pipe, in inches

P = average test pressure during the hydrostatic test, in pounds per square inch (gauge). P has the square root taken.

On small main extensions where the allowable leakage loss cannot be reasonable measured (.25 gallons or less), NO LOSS OF PRESSURE shall be allowed.

2.8 DISINFECTION AND BACTERIOLOGICAL TESTING

2.8.1 GENERAL

The Contractor must flush potable mains and arrange for complete disinfection by chlorination in coordination with the Engineering Division. Work will conform to applicable provisions of AWWA specification C651-14, "Disinfecting Water Mains". Water with a chlorine concentration of 50 ppm will be evenly distributed throughout the pipe system and allowed to remain in the pipe for twenty-four hours. Transmission mains may be chlorinated using the "slug method". If the slug method is used, a detailed written procedure shall be submitted for approval. The main shall be dechlorinated to zero ppm chlorine before any flushing is performed. The method for dechlorination shall be approved by the Engineer of Record. After flushing, the water shall remain in the pipe for 24 hours before sampling. Service connections and tie-ins made before testing must be disinfected in accordance with AWWA specification C651. Samples will be taken by an Engineering Division approved laboratory. Two consecutive day samples are required for potable water mains. Water mains shall not be flushed between samples. The Contractor will be responsible for ALL bacteriological testing fees. Sample points are determined by the Engineer of Record and approved by FDEP. If samples taken do not demonstrate satisfactory results, re- chlorination and retesting of all sample locations is required at the Contractors expense.

CONTRACTORS WORKING ON EXISTING MAINS

When existing water mains are taken out of service by contractors, and water service to existing customers is interrupted causing a precautionary boil water notice (PBWN), the water main will be taken out of service on Monday or Tuesday. If for some reason the water main cannot be taken out of service on Monday or Tuesday, then the contractor at their expense shall have the laboratory perform bacteriological testing after normal working hours. This procedure is to lessen the time water customers are under a PBWN.

2.9 WET TAP CONNECTIONS TO EXISTING SYSTEM

2.9.1 GENERAL

Tap Being Performed **Parties Allowed to Perform the Tap**
Taps 2" and smaller — Approved tapping and line stop contractor
Contractor approved to tap mains solely for their own project
○ Contractor must perform 5 successful taps under the supervision of the inspection team and demonstrate possession of proper tapping equipment
Taps 2"-16" — Approved tapping and line stop contractor
Taps 16" and greater — Approved tapping and line stop contractor
○ Each tap requires independent review and approval
○ The tap must be performed under direct supervision of the engineering division
Taps on concrete transmission mains — Contractor approved for taps on City of Cocoa transmission mains
○ Tapping plan must be submitted by the contractor prior to the tap

On transmission mains, the approved tapping and line stop contractor will install the tapping saddle and valve. For all connections from 4"-12" the contractor may install tapping saddles under direct supervision of the Engineering Division.

For all water main connections, the Contractor must obtain all required permits, provide a dry pit area, provide pit preparation including shoring and bracing, provide maintenance of traffic, provide all right-of- way restoration, and notify all utilities prior to construction. Connections must be completed under direct supervision of the Engineering Division.
The list of approved contractors may be found on pg. 158.

Tapping saddles and valves supplied by the Contractor will be inspected by the Engineering Division prior to installation. The installed tapping saddle and valve must be tested with water at 100 psi for 15 minutes prior to tapping to ensure a watertight installation. Saddles installed on concrete pressure pipe will be tested 10% over line pressure. The pressure test will be performed by the Contractor and supervised by the Engineering Division. After the pressure test of the saddle has been completed, an Approved Tapping Contractor can tap the main.

2.9.2 TAPPING AND LINESTOP PROCEDURES

ALL TAPS or LINESTOPS on City of Cocoa potable, reclaimed, and wastewater mains will be performed by an **Approved Tapping Contractor**.*

Absolutely NO taps or linestops will be performed on Friday or any day preceding a holiday.

Approved Contractors must disinfect tapping machine with AWWA approved disinfectant.

This will be witnessed by the Inspector.

The Contractor's tapping or linestop machines will be in good working order with appropriate bits and shell cutters for the type of pipe being worked on (i.e. shellcutter for PVC).**

When taps or linestops are installed on Transmission Mains (> 12"), a preconstruction meeting will be held with the tapping contractor prior to ANY work being performed. The meeting may be held at the job site.

Taps and linestops on the Utilities concrete pressure mains will be a two (2) day process and will require a pre-construction meeting. Day one the saddle is installed and grouted, Day two tighten straps, cut pre-stressing wires, install throat and valve. Pressure test on saddle is 10% over line pressure for 30 minutes. After successfully completing pressure test, tap can be made.

Toggle bolts will be required for PCCP taps to assure the entire coupon remains intact. The coupon must be provided to the City.

ALL excavations must conform to current OSHA Trench Safety Act.

The City of Cocoa reserves the right to remove any contractor from the approved list for any work considered substandard.

* Tap or linestop to include: Material, installation, labor, drilling, and testing

** Bit, boring bar, and adaptor

2.10 FINAL CLEAN-UP AND ACCEPTANCE

2.10.1 GENERAL

Upon completion of the work and before acceptance by the Engineering Division, the Contractor will meet all permit conditions, remove all debris, and complete sodding, sprigging, or seeding if required by the plans. The Contractor will leave all areas affected by operations in a neat and presentable condition.

Acceptance of completed work by the City will be contingent on the following work items completed to the satisfaction of the Engineering Division.

Pressure Test

Bacteriological Testing

Restoration

Payment of fees

Approved As-Builts

Easements

Bill of Sale

Fire line DCDA certification, as needed

Final Inspection

2.11 FIRE SERVICE

2.11.1 GENERAL

All Fire Lines shall be installed by a licensed Fire Line Contractor in accordance with Florida Statute Chapter 633 and Rule Chapter: 69A-46. Where wet pipe sprinkler service is used, an RPDA or DCDA will be installed in accordance with the "Backflow Prevention and Cross- Connection Control" Section of the Utilities Handbook and as described in the "City of Cocoa Cross Connection Control Program Manual".

Fire line backflow preventer assemblies shall be installed in non-traffic areas. Four to six bollards may be required.

2.12 CONNECTION OF BUILDINGS OVER FOUR FLOORS

2.12.1 GENERAL

Connection of domestic water supply systems serving buildings over four floors in height to the
City's water distribution system will be subject to the following requirements:

A fixture unit analysis will be performed by the Owner's engineer to determine peak domestic flow requirements. This analysis is to be provided to the Engineering Division.

A water meter and a reduced pressure backflow preventer, sized in accordance with the domestic flow requirements, will be installed above ground at the developer's expense.

Upon written request, the City will provide the site engineer with the minimum expected system pressure. The site engineer will be responsible for providing this information to the architect and building owner. Means for providing an adequate supply of domestic water and fire protection to all parts of the building during periods of minimum pressure will be the responsibility of the building Architect or Engineer of Record.

Repair costs for damage to the water meter caused by flows exceeding its rated capacity will be charged to the customer.

2.13 BACKFLOW PREVENTERS

2.13.1 GENERAL

All connections to the City of Cocoa potable water system shall contain a backflow preventer assembly per the Standard Details in "Appendix B." Backflow preventer requirements for each service type are described in the "City of Cocoa Cross Connection Control Program Manual" and are summarized in Paragraph 2.1.3, "Backflow Preventers" and "Appendix A" of this document.

2.14 RECORD DRAWINGS

2.14.1 GENERAL

Record drawings are required for all systems to be accepted by the Engineering Division. Record drawings will be prepared by a surveyor or an engineer registered in the State of Florida and will contain the following information:

Location of all valves, service lines, fittings, and fire hydrants using at least two ties to permanent points (manholes, curbs, or storm water inlets). An acceptable station and offset system may be used for service lines and fittings only.

Location of mains from property easement lines or edge of pavement at intervals of 300 feet.

Elevations to the top of the water line at intervals of 300 feet and at all drainage and sewer main crossings. Benchmark to be shown on record drawings.

Separation between reclaimed water or force mains and water mains, if they are installed within 10 feet of water mains.

Water main material and distance of mains from buildings or structures within 20 feet of the water main.

Distance from hydrant to hydrant valve.

Pertinent easement information.

A minimum of two (2) northings and eastings geographic coordinates.

Certification by the surveyor or Engineer of Record accepting responsibility for accuracy of information supplied on the record drawings and a statement certifying that all mains are within easements and/or public right-of-way. The name "City of Cocoa" must appear on all record drawings survey information.

Record drawings will be drawn at an engineering scale that is legible and readable as determined by City staff. Areas requiring additional detail may be enlarged as necessary. Right-of-way, easements, and lot lines will be accurately shown. After the surveyor or engineer has certified the locations, the engineer will certify on DEP Form 62-555.900(9) that the system depicted on the record drawing was constructed in substantial conformance with approved plans and will function as intended. Lot, block numbers, and street names will be included. Provide two (2) sets of signed and sealed record drawings and one (1) digital file including all reference files in .DWG format (AutoCAD 2013 or higher).

CITY OF COCOA
Brevard County, Florida
UTILITIES DEPARTMENT

WATER
TECHNICAL PROVISIONS

DRAWN BY:	SCALE:
CHECKED BY:	DATE: APRIL 2020
DRAWING No. :	SHEET: 3 OF 3
ACAD NAME:	

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
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PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905
SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151
HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

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2	CITY COMMENTS 08/19/20
1	CITY COMMENTS 08/10/2020 08/13/20
0	CITY COMMENTS 07/24/2020 07/31/20
DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

CITY OF COCOA WATER TECHNICAL PROVISIONS

PROJECT NO. 11453.02

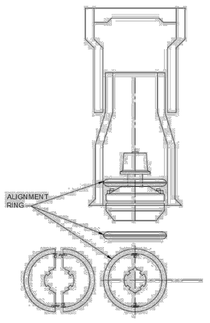
DRAWING NO. 1145302_400_027

SHEET 27 of 35

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SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

ALIGNMENT RING



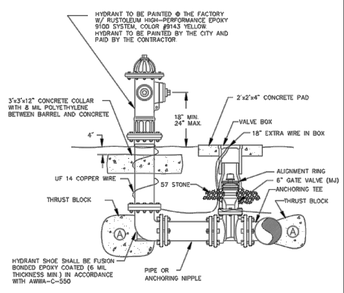
NOTES:
1. FOR ALL VALVES REGARDLESS OF SIZE AND DEPTH.

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT ENGINEERING DIVISION

ALIGNMENT RING

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: ALIGNMENT RING	

FIRE HYDRANT DETAIL



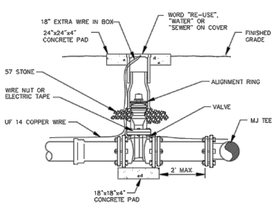
NOTES:
1. CITY CREWS WILL APPLY FINISH PAINT COAT.
2. HYDRANT RISERS WILL NOT BE PERMITTED.
3. FIRE HYDRANT WILL HAVE 1B-UL THPE 304 STAINLESS STEEL BOLTS AND NUTS (BONNET, TRAFFIC FLANGE AND SHOE).
4. SEE "FIRE HYDRANTS" SPECIFICATIONS.
5. PAINT PAID BY THE CONTRACTOR.

(A) REFER TO THRUST BLOCK NOTES AND DETAILS.

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT ENGINEERING DIVISION

FIRE HYDRANT DETAIL

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: FIRE HYDRANT DETAIL	



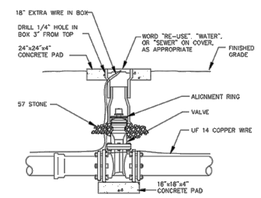
NOTE: PROPER SIZE VALVE BOX SHALL BE INSTALLED. PVC PIPE OR DUCTILE IRON PIPE EXTENSIONS SHALL NOT BE USED ON VALVE BOX INSTALLATION.

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT ENGINEERING DIVISION

GATE VALVE AND FITTING DETAIL

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: GATE VALVE & FITTING DETAIL	

GATE VALVE AND VALVE BOX DETAIL



NOTES:
1. PVC PIPE OR DUCTILE IRON PIPE EXTENSIONS SHALL NOT BE USED ON VALVE BOX INSTALLATION.
2. IF THE DEPTH OF THE VALVE NUT IS GREATER THAN 48" BELOW GRADE, OR 30" BELOW GRADE AND UNDER THE WATER TABLE, A VALVE EXTENSION WILL BE REQUIRED. SEE VALVE EXTENSION STEM DETAIL.
3. PROVIDE A PLASTIC DEBRIS SHIELD/ALIGNMENT RING WHICH INSTALLS BELOW THE VALVE ACTUATING NUT. THIS SHIELD SHALL CENTER THE RISER PIPE BOX OVER THE ACTUATING NUT AND MINIMIZE INFILTRATION.
4. LOCATING WIRE SHALL BE CONTINUOUS WITH NO SPLICES AND SHALL EXTEND 24" ABOVE TOP OF COLLAR. WIRE SHALL BE COLOR CODED TO MATCH THE UTILITY INSTALLED.
5. FOR NEW CONSTRUCTION, THE VALVE BOX SHALL BE ADJUSTED TO MIDRANGE TO ALLOW FOR FUTURE BOX ADJUSTMENTS.

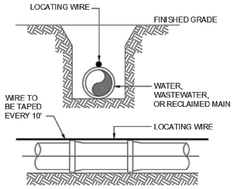
THIS DETAIL APPLIES TO ALL BURIED VALVES.

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT ENGINEERING DIVISION

GATE VALVE AND VALVE BOX DETAIL

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: GATE VALVE & VALVE BOX DETAIL	

LOCATING WIRE DETAIL



NOTES:
1. ALL PIPE SHALL REQUIRE INSULATED LOCATING WIRE (UF 14 COPPER WIRE) CAPABLE OF DETECTION BY A CABLE LOCATOR AND SHALL BE TAPED EVERY 10' TO TOP CENTERLINE OF THE PIPE.
2. WIRE IS TO BE CONNECTED TOGETHER USING AN UNDERGROUND WIRE NUT WITH A SILICON BASED SEALANT.
3. SEE "LOCATING WIRE" SPECIFICATIONS.

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT ENGINEERING DIVISION

LOCATING WIRE DETAIL

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: LOCATION WIRE DETAIL	

RESTRAINED PIPE TABLE
WATER AND RECLAIMED WATER MAINS

TYPE	MINIMUM LENGTH (FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S) — PIPE SIZE							
	4"	6"	8"	10"	12"	16"	20"	24"
90° BEND	21	29	38	45	53	66	79	91
45° BEND	9	12	16	19	22	45	33	38
22-1/2° BEND	5	6	8	9	11	14	16	19
11-1/4° BEND	3	3	4	5	6	7	8	9
PLUG, BRANCH OF TEE, VALVE	58	82	107	128	151	193	234	273

NOTES:
1. FITTINGS SHALL BE RESTRAINED JOINTS.
2. INSTALL FULL LENGTH JOINTS WITH TOTAL LENGTH EQUAL TO OR GREATER THAN SHOWN IN THE TABLE.
3. WHERE TWO OR MORE FITTINGS ARE TOGETHER, USE FITTING WHICH YIELDS GREATEST LENGTH OF RESTRAINED PIPE.
4. ALL LINE VALVES AND THROUGH RUN OF TEES SHALL BE RESTRAINED.
5. LENGTHS SHOWN IN THE TABLE HAVE BEEN CALCULATED IN ACCORDANCE WITH THE PROCEDURE OUTLINED IN "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" AS PUBLISHED BY DIPRA, WITH THE FOLLOWING ASSUMPTIONS:

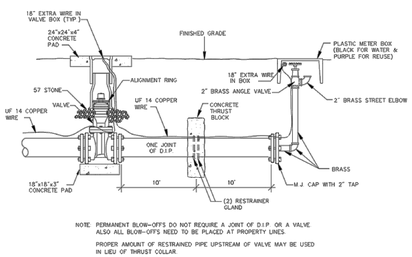
   WORKING PRESSURE: 150 PSI
   SOIL DESIGNATION: SM (SAND SILT)
   LAYING CONDITIONS: 3
6. TABLE IS FOR PVC AND WRAPPED DUCTILE IRON.

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT ENGINEERING DIVISION

RESTRAINED PIPE TABLE WATER & RECLAIMED WATER MAINS

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: RESTRAINED PIPE TABLE WATER AND RECLAIMED	

BLOW-OFF DETAIL 1



NOTE: PERMANENT BLOW-OFFS DO NOT REQUIRE A JOINT OF D.I.P. OR A VALVE. ALSO ALL BLOW-OFFS NEED TO BE PLACED AT PROPERTY LINES.

PROPER AMOUNT OF RESTRAINED PIPE UPSTREAM OF VALVE MAY BE USED IN LIEU OF THRUST COLLAR.

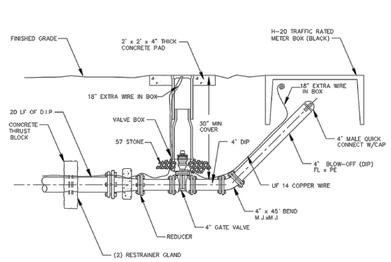
2" BLOW-OFF FOR 10" WATER MAINS AND SMALLER

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT ENGINEERING DIVISION

BLOW-OFF DETAIL 1

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 3
ACAD NAME: BLOW OFF DETAIL 1	

BLOW-OFF DETAIL 2



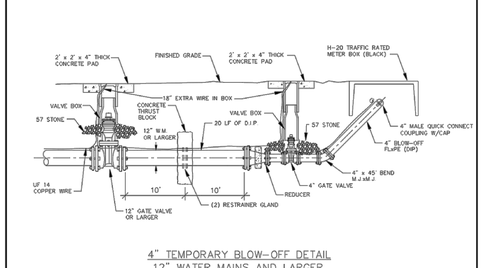
4" PERMANENT BLOW-OFF FOR 12" WATER MAINS AND LARGER

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT ENGINEERING DIVISION

BLOW-OFF DETAIL 2

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 2 OF 3
ACAD NAME: BLOW OFF DETAIL 2	

BLOW-OFF DETAIL 3



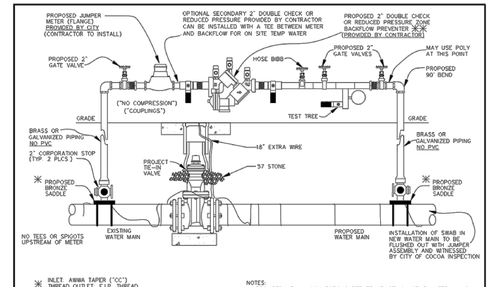
4" TEMPORARY BLOW-OFF DETAIL
12" WATER MAINS AND LARGER

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT ENGINEERING DIVISION

BLOW-OFF DETAIL 3

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 3 OF 3
ACAD NAME: BLOW OFF DETAIL 3	

JUMPER METER ASSEMBLY



INLET ANNA TAPER ("CC") THREAD OUTLET F.I.P. THREAD

BACKFLOW PREVENTERS TO BE TESTED AFTER INSTALLATION. CONTRACTOR TO PROVIDE TEST RESULTS TO INSPECTORS.

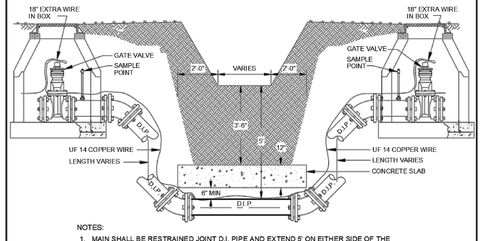
NOTES:
1. REQUIRED AT ALL CONNECTIONS BETWEEN EXISTING ACTIVE WATER MAINS AND PROPOSED WATER MAIN IMPROVEMENTS.
2. ONLY EXCEPTION TO JUMPER AND METER ASSEMBLY IS INSTALLATION OF FIRE HYDRANT WHERE AN ANCHORING NIPPLE IS USED.

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT ENGINEERING DIVISION

JUMPER METER ASSEMBLY

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: JUMPER METER ASSEMBLY	

CANAL OR DRAINAGE DITCH CROSSING



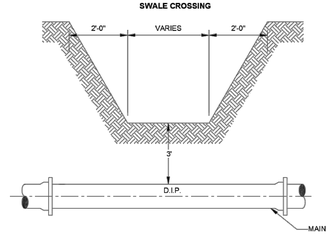
NOTES:
1. MAIN SHALL BE RESTRAINED JOINT D.I. PIPE AND EXTEND 5' ON EITHER SIDE OF THE DRAINAGE DITCH.
2. CONCRETE SLAB SHALL BE 2' WIDER THAN THE PIPE O.D. AND A MINIMUM WIDTH OF 6'.
3. CONCRETE SHALL BE 2500 PSI COMPRESSIVE STRENGTH WITH FIBERMESH REINFORCEMENT.
4. PER FDEP, ISOLATION VALVE CLOSEST TO THE WATER SOURCE WILL HAVE TWO PERMANENT TAPS AND WILL BE IN A MANHOLE.

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT ENGINEERING DIVISION

CANAL OR DRAINAGE DITCH CROSSING

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: CANAL OR DRAINAGE DITCH CROSSING	

SWALE CROSSING



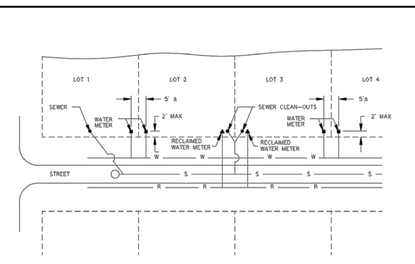
NOTES:
1. MAIN SHALL BE A CONTINUOUS LENGTH OF D.I. PIPE TO EXTEND 2 FEET MINIMUM EITHER SIDE OF THE DRAINAGE SWALE.
2. IF 1 OR MORE JOINTS OF PIPE IS REQUIRED, JOINT MUST BE RESTRAINED.

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT ENGINEERING DIVISION

SWALE CROSSING

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: SWALE CROSSING	

TYPICAL LOT SERVICE LINE LOCATION

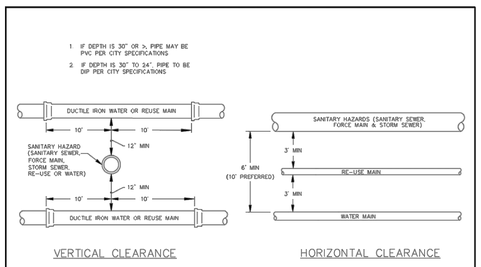


CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT ENGINEERING DIVISION

TYPICAL LOT SERVICE LINE LOCATION

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: TYPICAL LOT SERVICE LINE LOCATION	

TYPICAL REQUIRED SEPARATION



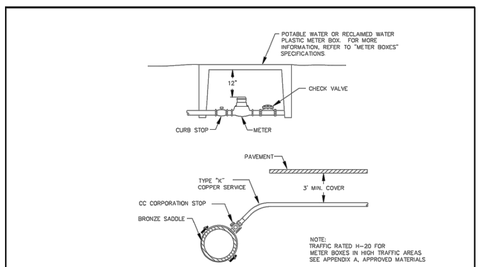
PER FDEP 62-555.314

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT ENGINEERING DIVISION

TYPICAL REQUIRED SEPARATION

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: TYPICAL REQUIRED SEPARATION	

TYPICAL 3/4"- 2" SERVICE LINE

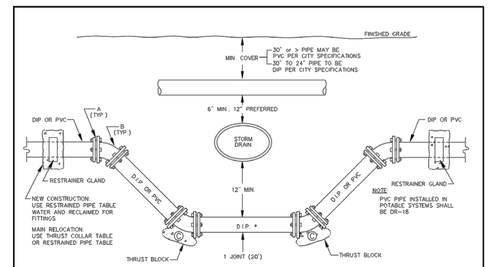


CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT ENGINEERING DIVISION

TYPICAL 3/4"- 2" SERVICE LINE

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: TYPICAL SERVICE LINE	

STORM DRAIN CROSSING



A—RESTRAINED JOINT
B—45° BEND (MJ)

* ALL PIPING UNDER STORM DRAINAGE TO BE DIP PER CITY SPECIFICATIONS
ALL PIPE CLEARANCES TO BE PER FDEP SPECIFICATIONS (CHAPTER – 62 – 610 FAC)

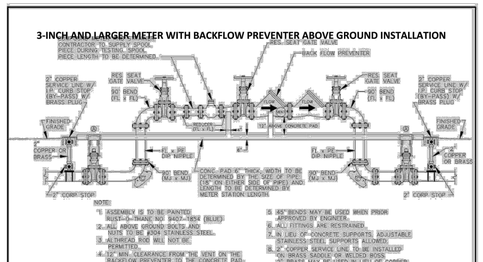
PER FDEP 62-555.314

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT ENGINEERING DIVISION

STORM DRAIN CROSSING

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: STORM DRAIN CROSSING	

3-INCH AND LARGER METER WITH BACKFLOW PREVENTER ABOVE GROUND INSTALLATION

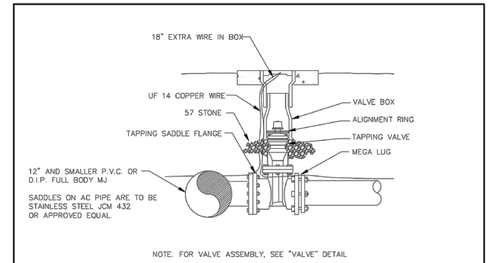


CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT ENGINEERING DIVISION

3 INCH AND LARGER METER WITH BACKFLOW PREVENTER ABOVE GROUND INSTALLATION

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: 3"IN AND LARGER METER WITH BACKFLOW PR	

TAPPING SADDLE AND VALVE



NOTE: FOR VALVE ASSEMBLY, SEE "VALVE" DETAIL

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT ENGINEERING DIVISION

TAPPING SADDLE AND VALVE

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: TAPPING SADDLE AND VALVE	

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

1	CITY COMMENTS 08/19/20
2	CITY COMMENTS 08/10/2020 08/13/20
3	CITY COMMENTS 07/24/2020 07/31/20
	DATE: 07/13/20
	DESIGN/DRAWN: SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

CITY OF COCOA WATER DETAILS

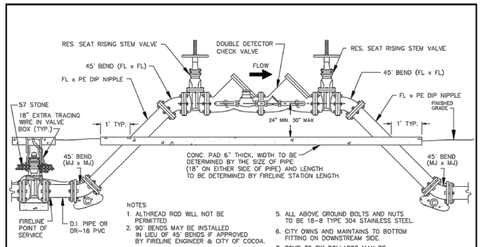
PROJECT NO.
11453.02

DRAWING NO.
1145302_400_028

SHEET
28 of 35

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SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

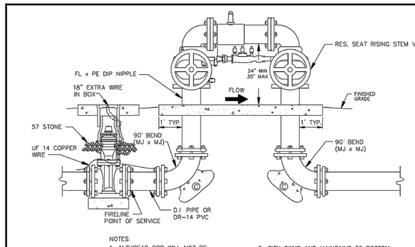


NOTES:
1. ALTHREAD ROD WILL NOT BE PERMITTED
2. 90° BENDS MAY BE INSTALLED IN LIEU OF 45° BENDS IF APPROVED BY FIRELINE ENGINEER & CITY OF COCOA.
3. FIRE DEPARTMENT CONNECTIONS (FDC) WILL NOT BE PERMITTED ON ABOVE GROUND PIPING.
4. ASSEMBLY TO BE PAINTED RUST-OLEUM 9400 SYSTEM (RED) BY THE CITY, PAID FOR BY THE CONTRACTOR.
5. ALL ABOVE GROUND BOLTS AND NUTS TO BE 18-8 TYPE 304 STAINLESS STEEL.
6. CITY OWNS AND MAINTAINS TO BOTTOM FITTING ON DOWNSTREAM SIDE.
7. FOUR TO SIX BOLLARDS MAY BE REQUIRED, SPACED 18" FROM CENTERLINE.
8. A FIRELINE CONTRACTOR SHALL BE REQUIRED FROM THE FIRELINE POINT OF SERVICE
© REFER TO THRUST BLOCK NOTES & DETAILS.

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

DOUBLE CHECK DETECTOR ASSEMBLY

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: DOUBLE CHECK DETECTOR ASSEMBLY	

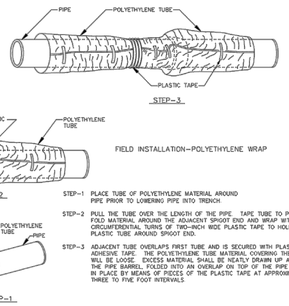


NOTES:
1. ALTHREAD ROD WILL NOT BE PERMITTED.
2. FIRE DEPARTMENT CONNECTIONS (FDC) WILL NOT BE PERMITTED ON ABOVE GROUND PIPING.
3. ASSEMBLY TO BE PAINTED RUST-O-THANE RED NO. 9405-1611
4. ALL ABOVE GROUND BOLTS AND NUTS TO BE 18-8 TYPE 304 STAINLESS STEEL.
5. CITY OWNS AND MAINTAINS TO BOTTOM FITTING ON DOWNSTREAM SIDE.
6. FOUR TO SIX BOLLARDS MAY BE REQUIRED, SPACED 18" FROM CENTERLINE
7. A FIRELINE CONTRACTOR SHALL BE REQUIRED FROM THE FIRELINE POINT OF SERVICE.
© REFER TO "THRUST BLOCK" NOTES & DETAILS

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

"N" PATTERN DOUBLE CHECK DETECTOR ASSEMBLY

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: N PATTERN DOUBLE CHECK DETECTOR ASSEMBLY	



FIELD INSTALLATION—POLYETHYLENE WRAP

STEP-1 PLACE TUBE OF POLYETHYLENE MATERIAL AROUND PIPE PRIOR TO LOWERING PIPE INTO TRENCH.

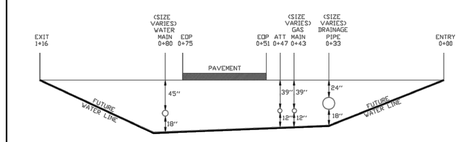
STEP-2 PULL THE TUBE OVER THE LENGTH OF THE PIPE. TAPE TUBE TO PIPE AT JOINT. FOLD MATERIAL AROUND THE ADJACENT SPIGOT END AND WRAP WITH THREE CIRCUMFERENTIAL TURNS OF TWO-INCH WIDE PLASTIC TAPE TO HOLD PLASTIC TUBE AROUND SPIGOT END.

STEP-3 ADJACENT TUBE OVERLAPS FIRST TUBE AND IS SECURED WITH PLASTIC ADHESIVE TAPE. THE POLYETHYLENE TUBE MATERIAL COVERING THE PIPE WILL BE LOOSE. EXCESS MATERIAL SHALL BE NEATLY DRAWN UP AROUND THE PIPE BARREL, FOLDED INTO AN OVERLAP ON TOP OF THE PIPE AND HELD IN PLACE BY MEANS OF PIECES OF THE PLASTIC TAPE AT APPROXIMATELY THREE TO FIVE FOOT INTERVALS

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

POLYETHYLENE WRAP

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1OF 1
ACAD NAME: POLY WRAP	



NOTES:
1. BORE PLAN TO SHOW SIZE, DEPTH, AND LOCATION OF ALL UTILITIES.
2. BORE PLAN TO BE IN ACCORDANCE WITH LATEST TECHNICAL PROVISIONS.
3. BORE PLAN MUST BE APPROVED BY ENGINEERING DEPARTMENT PRIOR TO ANY CONSTRUCTION.
4. DEPTH OF BORE PER BREVARD COUNTY OR FDOT JURISTICTION.

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

TYPICAL BORE PLAN

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1OF 1
ACAD NAME: TYPICAL BORE PLAN	

THRUST BLOCK NOTES

1.) WRAP ALL FITTINGS WITH POLYETHYLENE FILM BEFORE POURING THRUST BLOCK, MAKING CERTAIN TO KEEP CONCRETE AWAY FROM ALL BOLTS, GLANDS, AND FLANGES.

2.) THRUST BLOCKS TO BE POURED AGAINST UNDISTURBED EARTH

3.) REQUIRED VOLUMES OF BEARING AREAS TO BE AS SHOWN IN CHART. ADJUSTMENTS, IF NEEDED, WILL BE ALLOWED TO CONFORM TO TEST PRESSURE AND ALLOWABLE SOIL BEARING STRESS AS SHOWN IN SPECIFICATIONS.

4.) BEARING AREA FOR TRANSIT BLOCKS ON HORIZONTAL BENDS IS BASED ON A TEST PRESSURE OF 150 P.S.I. AND SOIL BEARING STRESS OF 2,000 P.S.F. THE DEPTH TO THE THRUST BLOCK BASE TO BE EQUAL TO OR GREATER THAN TWICE THE HEIGHT. (EXAMPLE: IF BLOCK IS 2' THICK, THE BASE IS TO BE NO GREATER THAN 4' BELOW GRADE.)

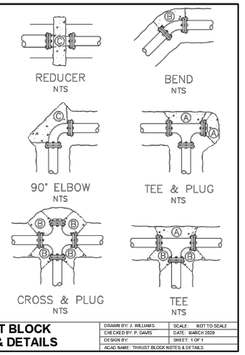
5.) VERTICAL BEND THRUST BLOCKS TO BE THE SAME AS HORIZONTAL BENDS.

6.) BEARING AREA OF THRUST BLOCK TO BE NOT LESS THAN ONE SQUARE FOOT.

MINIMUM BEARING AREA (SQ. FT.)

LETTER	PIPE SIZE 4"	6"	8"	10"	12"	16"	20"
A	1-1/2	2-3/4	5	7-1/4	10-1/4	18	27-1/2
B(22-1/2)	3/4	1	2	3	4	7	11
B (45°)	1	2-1/4	3-3/4	5-1/2	8	13-3/4	21
C	2	4	7	11-1/4	14-1/2	25-1/4	39

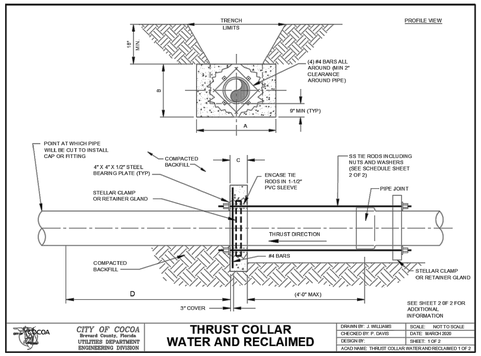
THE FIGURES IN THIS TABLE REPRESENT AREA OF CONCRETE BLOCKING AGAINST THE VERTICAL TRENCH WALL OF UNDISTURBED EARTH IN SQUARE FEET AT 2000 P.S.F. SOIL BEARING CAPACITY.



CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

THRUST BLOCK NOTES & DETAILS

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: THRUST BLOCK NOTES & DETAILS	



SEE SHEET 2 OF 2 FOR ADDITIONAL INFORMATION

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

THRUST COLLAR WATER AND RECLAIMED

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 2
ACAD NAME: THRUST COLLAR WATER AND RECLAIMED 1 OF 2	

SCHEDULE OF DIMENSIONS AND MATERIALS

PIPE SIZE (INCHES)	DIMENSIONS (FT.) A	B	C	D	TIE RODS REQ'D DIA. (in.)	NO.
4	2.0	2.0	1.0	2.0	3/4	2
6	2.0	2.0	1.0	4.0	3/4	2
8	3.0	3.0	1.0	5.0	3/4	2
10	4.0	3.0	1.0	8.0	3/4	4
12	5.0	3.0	1.0	10.0	3/4	4
16	*	*	*	*	*	*
20	*	*	*	*	*	*
24	*	*	*	*	*	*

NOTE: THRUST COLLAR AREAS TO BE COMPUTED ON BASIS OF 2000 LBS/SF SOIL RESTRAINT BEARING. SOIL DENSITY ASSUMED 120 PCF. SOIL COHESION 250

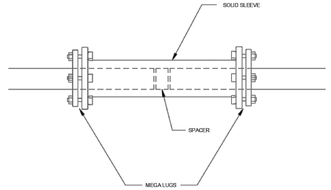
NOTES:
1. ADDITIONAL REINFORCEMENTS SHALL BE AS SPECIFIED BY THE ENGINEER.
2. MINIMUM COMPRESSIVE STRENGTH FOR CONCRETE SHALL BE 3000 PSI.
3. BEDDING, BACKFILL AND COMPACTION SHALL BE AS SPECIFIED ELSEWHERE IN THE STANDARD DRAWINGS.
4. ALL FORM BOARDS SHALL BE REMOVED PRIOR TO BACKFILL.
5. NO ALLOWANCE SHALL BE MADE FOR FRICTION BETWEEN THE PIPE WALL AND THE THRUST COLLAR.
6. DESIGN PRESSURE: 150 PSI.
7. TIE RODS TO BE 3/4" SS 18-8 TYPE 304.

* TO BE DESIGNED BY ENGINEER OF RECORD.

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

THRUST COLLAR WATER AND RECLAIMED

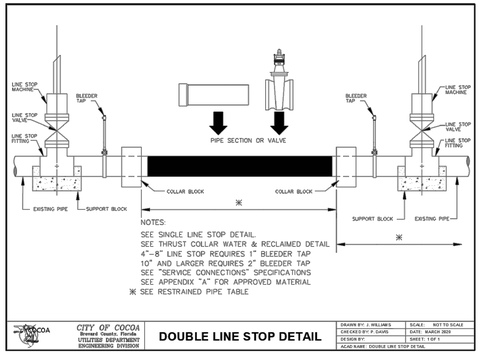
DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 2 OF 2
ACAD NAME: THRUST COLLAR WATER AND RECLAIMED 2 OF 2	



CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

SOLID SLEEVE DETAIL

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: SOLID SLEEVE DETAIL	

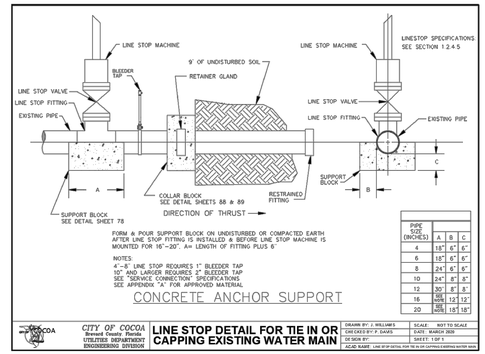


NOTES:
SEE SINGLE LINE STOP DETAIL.
SEE THRUST COLLAR WATER & RECLAIMED DETAIL
4"-8" LINE STOP REQUIRES 1" BLEEDER TAP
10" AND LARGER REQUIRES 2" BLEEDER TAP
SEE "SERVICE CONNECTIONS" SPECIFICATIONS
SEE APPENDIX "A" FOR APPROVED MATERIAL
* SEE RESTRAINED PIPE TABLE

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

DOUBLE LINE STOP DETAIL

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: DOUBLE LINE STOP DETAIL	



FORM & POUR SUPPORT BLOCK ON UNDISTURBED OR COMPACTED EARTH AFTER LINE STOP FITTING IS INSTALLED & BEFORE LINE STOP MACHINE IS MOUNTED FOR 16"-20". A= LENGTH OF FITTING PLUS 6'

NOTES:
4"-8" LINE STOP REQUIRES 1" BLEEDER TAP
10" AND LARGER REQUIRES 2" BLEEDER TAP
SEE "SERVICE CONNECTION" SPECIFICATIONS
SEE APPENDIX "A" FOR APPROVED MATERIAL

CONCRETE ANCHOR SUPPORT

PIPE SIZE (INCHES)	A	B	C
4	18"	6"	6"
6	18"	6"	6"
8	24"	6"	6"
10	24"	8"	8"
12	30"	8"	8
16	40" MIN.	12"	12
20	48" MIN.	18"	18"

CITY OF COCOA — Brevard County, Florida — UTILITIES DEPARTMENT — ENGINEERING DIVISION

LINE STOP DETAIL FOR TIE IN OR CAPPING EXISTING WATER MAIN

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: P. DAVIS	DATE: MARCH 2020
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: LINE STOP DETAIL FOR TIE IN OR CAPPING EXISTING WATER MAIN	

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004065

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

1	
2	
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4	
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6	
1 CITY COMMENTS	08/19/20
2 CITY COMMENTS 08/10/2020	08/13/20
3 CITY COMMENTS 07/24/2020	07/31/20
DATE:	07/13/20
DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

CITY OF COCOA WATER DETAILS

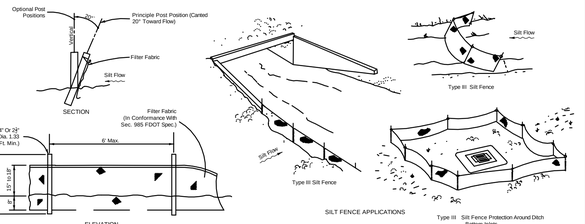
PROJECT NO.
11453.02

DRAWING NO.
1145302_400_029

SHEET
29 of 35

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SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.



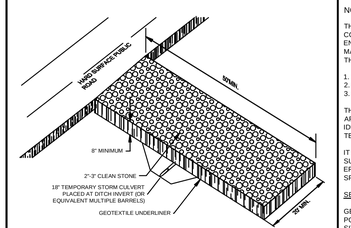
TYPICAL SILT FENCE

N.T.S.

FIGURE 1

Do not deploy in a manner that silt fences will act as a dam across permanent flowing watercourses. Silt fences are to be used at upland locations and turbidity barriers used at permanent bodies of water.

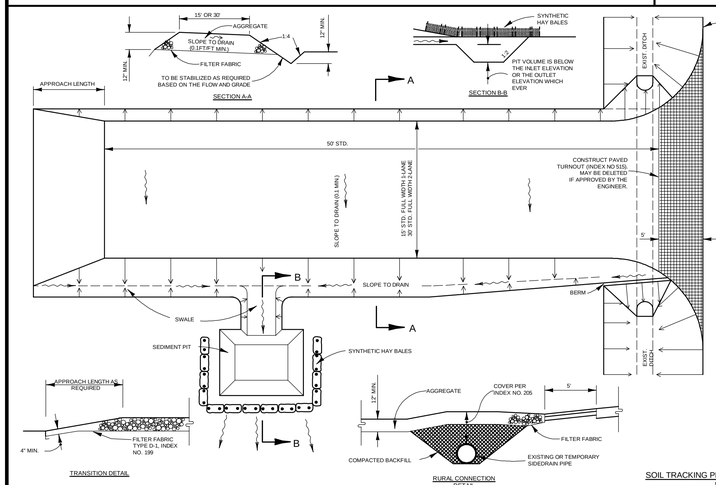
Note: Silt Fence to be paid for under the contract unit price for Staked Silt Fence (LF).



CONSTRUCTION ENTRANCE

NTS

FIGURE 2



TRANSITION DETAIL

RURAL CONNECTION DETAIL

SOIL TRACKING PREVENTION DEVICE

NTS

FIGURE 2A

GENERAL NOTES

1. A SOIL TRACKING PREVENTION DEVICE (STPD) SHALL BE CONSTRUCTED AT LOCATION DESIGNATED BY THE ENGINEER FOR POINTS OF EGRESS FROM UNSTABILIZED AREAS OF THE PROJECT TO PUBLIC ROADS WHERE OFFSITE TRACKING OF MUD COULD OCCUR. TRAFFIC FROM UNSTABILIZED AREAS OF THE CONSTRUCTION PROJECT SHALL BE DIRECTED THRU A STPD. BARRIERS, FLAGGING, OR OTHER POSITIVE MEANS SHALL BE USED AS REQUIRED TP LIMIT AND DIRECT VEHICULAR EGRESS ACROSS STPD.
2. THE CONTRACTOR MAY PROPOSE AN ALTERNATIVE TECHNIQUE TO MINIMIZE OFFSITE TRACKING OF SEDIMENT. THE ALTERNATIVE MUST BE REVIEWED AND APPROVED BY THE ENGINEER PRIOR TO ITS USE.
3. ALL MATERIALS SPILLED, DROPPED, OR TRACKED ONTO PUBLIC ROADS (INCLUDING THE STPD AGGREGATE AND CONSTRUCTION MUD) SHALL BE REMOVED DAILY, OR MORE FREQUENTLY IF SO DIRECTED BY THE ENGINEER.
4. AGGREGATES SHALL BE DESCRIBED IN SECTION 901 EXCLUDING 901-2.3. AGGREGATES SHALL BE FDOT SIZE #1. IF THIS SIZE IS NOT AVAILABLE, THE NEXT AVAILABLE SMALLER SIZE AGGREGATE MAY BE SUBSTITUTED WITH THE APPROVAL OF THE ENGINEER. SIZES CONTAINING EXCESSIVE SMALL AGGREGATE WILL TRACK OFF THE PROJECT AND ARE UNSUITABLE.
5. THE SEDIMENT PIT SHOULD PROVIDE A RETENTION VOLUME OF 3600 CUBIC FEET/ACRE OF SURFACE AREA DRAINING TO THE PIT. WHEN THE STPD IS ISOLATED FROM OTHER DRAINAGE AREAS, THE FOLLOWING PIT VOLUMES WILL SATISFY THIS REQUIREMENT:
   15' X 50' = 100 CU. FT. 30' X 50' = 200 CU. FT.
6. AS AN OPTION TO THE SEDIMENT PIT, THE WIDTH OF THE SWALE BOTTOM CAN BE INCREASED TO OBTAIN THE VOLUME, WHEN THE SEDIMENT PIT OR SWALE VOLUME HAS BEEN REDUCED TO ONE HALF, IT SHALL BE CLEANED. WHEN THE SWALE IS USED, SYNTHETIC HAY BALES OR SILT FENCE SHALL BE PLACED ALONG THE ENTIRE LENGTH.
7. THE SWALE DITCH DRAINING THE STPD SHALL HAVE A 0.2% MINIMUM AND A 0.5% MAXIMUM GRADE ALONG THE STPD AND TO THE SEDIMENT PIT.
8. MITERED AND SECTIONS ARE NOT REQUIRED WHEN THE SIDEDRAIN PIPE SATISFIES THE CLEAR ZONE REQUIREMENTS.
9. THE STPD SHALL BE MAINTAINED IN A CONDITION THAT WILL ALLOW IT TO PERFORM ITS FUNCTION. TO PREVENT OFFSITE TRACKING, THE STPD SHALL BE RINSED (DAILY WHEN IN USE) TO MOVE ACCUMULATED MUD DOWNWARD THRU THE STONE. ADDITIONAL STABILIZATION OF THE VEHICULAR ROUTE LEADING TO THE STPD MAY BE REQUIRED TO LIMIT THE MUD TRACKED.
10. A STPD SHALL BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR SOIL TRACKING PREVENTION DEVICE, EA. THE UNIT PRICE SHALL CONSTITUTE FULL COMPENSATION FOR CONSTRUCTION, MAINTENANCE, REPLACEMENT OF MATERIALS, REMOVAL, AND RESTORATION OF THE AREA UTILIZED FOR THE STPD, INCLUDING BUT NOT LIMITED TO EXCAVATION, GRADING, TEMPORARY PIPE (INCLUDING MES WHEN REQUIRED), FILTER FABRIC, AGGREGATE, PAVED TURNOUT (INCLUDING ASPHALT AND BASE CONSTRUCTION), DITCH STABILIZATION, APPROACH ROUTE STABILIZATION, SEDIMENT REMOVAL AND DISPOSAL, WATER, RINSING AND CLEANING OF THE STPD AND CLEANING OF THE PUBLIC ROADS, GRASSING AND SOD; SYNTHETIC HAY BALES SHALL BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR HAY OR STRAW BALED, EA. SILT FENCE SHALL BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED SILT FENCE, LF.
11. THE NOMINAL SIZE OF A STANDARD STPD IS 15' X 50' UNLESS OTHERWISE SHOWN IN THE PLANS. IF THE VOLUMES OF ENTERING AND EXITING VEHICLES WARRANT, A 30' WIDTH STPD MAY BE USED IF APPROVED BY THE ENGINEER, WHEN A DOUBLE WIDTH (30') STPD IS USED. THE PAY QUANTITY SHALL BE 2 FOR EACH LOCATION.

NOTE: SEE ** STORMWATER MANAGEMENT CRITERIA FOR MINIMUM STANDARDS.

THIS PLAN IS INTENDED TO COMPLY WITH APPROPRIATE CONDITIONS OF THE BREVARD COUNTY LAND DEVELOPMENT REGULATIONS, THE RULES OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, CHAPTER 17-25, F.A.C., AND THE ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT, DURING ALL CONSTRUCTION ACTIVITIES. THE PLAN ADDRESSES THE FOLLOWING AREAS:

1. GENERAL EROSION CONTROL
2. PROTECTION OF SURFACE WATER QUALITY DURING AND AFTER CONSTRUCTION.
3. CONTROL OF WIND EROSION.

THE VARIOUS TECHNIQUES OR ACTIONS IDENTIFIED UNDER EACH SECTION INDICATE THE APPROPRIATE SITUATION WHEN THE TECHNIQUES SHOULD BE EMPLOYED. ALSO IDENTIFIED IS A CROSS-REFERENCE TO A DIAGRAM OR FIGURE REPRESENTING THE TECHNIQUE.

IT SHOULD BE NOTED THAT THE MEASURES IDENTIFIED ON THIS PLAN ARE ONLY SUGGESTED BMP(S). THE CONTRACTOR SHALL PROVIDE POLLUTION PREVENTION AND EROSION CONTROL MEASURES AS REQUIRED BY NPDES AND AS NECESSARY FOR EACH SPECIFIC APPLICATION.

SECTION 1 GENERAL EROSION CONTROL

GENERAL EROSION CONTROL BMP'S SHALL BE EMPLOYED TO MINIMIZE SOIL EROSION AND POTENTIAL LAKE SLOPE CAVE-INS. WHILE THE VARIOUS TECHNIQUES REQUIRED WILL BE SITE AND PLAN SPECIFIC, THEY SHOULD BE EMPLOYED AS SOON AS POSSIBLE DURING CONSTRUCTION ACTIVITIES.

CLEARED SITE DEVELOPMENT AREAS NOT CONTINUALLY SCHEDULED FOR CONSTRUCTION ACTIVITIES SHALL BE COVERED WITH HAY OR OVER SEEDED AND PERIODICALLY WATERED SUFFICIENTLY TO STABILIZE THE TEMPORARY GROUND COVER.

SLOPES OF BANKS OF RETENTION / DETENTION PONDS SHALL BE CONSTRUCTED NOT STEEPER THAN 3H:1V FROM TOP OF BANK TO TWO FEET BELOW NORMAL WATER LEVEL UNLESS SPECIFIED OTHERWISE.

SOD SHALL BE PLACED IN A MINIMUM OF A 2- FOOT WIDE STRIP ADJOINING ALL CURBING AND AROUND ALL INLETS AS SHOWN IN FIGURE 5 OR AS REQUIRED BY THE LANDSCAPE PLAN OR CONTRACT DOCUMENTS. SOD SHALL BE PLACED BEFORE SILT BARRIERS, SHOWN IN FIGURE 8, ARE REMOVED.

SECTION 2 PROTECTION OF SURFACE WATER QUALITY DURING AND AFTER CONSTRUCTION.

SURFACE WATER QUALITY SHALL BE MAINTAINED BY EMPLOYING, AT A MINIMUM, THE FOLLOWING BMP'S AND OTHER MEASURES AS REQUIRED IN THE PLANNING AND CONSTRUCTION OF ALL IMPROVEMENTS.

WHERE PRACTICAL, STORM WATER SHALL BE CONVEYED BY SWALES.

EROSION CONTROL MEASURES SHALL BE EMPLOYED TO MINIMIZE TURBIDITY OF SURFACE WATERS LOCATED DOWNSTREAM OF ANY CONSTRUCTION ACTIVITY. WHILE THE VARIOUS MEASURES REQUIRED WILL BE SITE SPECIFIC, THE FOLLOWING MEASURES SHALL BE UTILIZED AS A MINIMUM.

IN GENERAL EROSION SHALL BE CONTROLLED AT THE FURTHEST PRACTICAL UPSTREAM LOCATION.

STORM WATER INLETS SHALL BE PROTECTED DURING CONSTRUCTION AS SHOWN IN FIGURES 5,6, AND 8. PROTECTION MEASURES SHALL BE EMPLOYED AS SOON AS PRACTICAL DURING THE VARIOUS STAGES OF INLET CONSTRUCTION. SILT BARRIERS SHALL REMAIN IN PLACE UNTIL DISTURBED AREA DRAINED TO INLET IS COMPLETE OR AS OTHERWISE REQUIRED.

HEAVY CONSTRUCTION EQUIPMENT PARKING AND MAINTENANCE AREAS SHALL BE DESIGNED TO PREVENT OIL, GREASE, AND LUBRICANTS FROM ENTERING SITE DRAINAGE FEATURES INCLUDING STORM WATER COLLECTION AND TREATMENT SYSTEMS. CONTRACTOR SHALL PROVIDE BROAD DIKES, SYNTHETIC HAY BALES OR SILT SCREENS AROUND, AND SEDIMENT SUMPS WITHIN, SUCH AREAS AS REQUIRED TO CONTAIN SPILLS OF OIL, GREASE OR LUBRICANTS. CONTRACTORS SHALL HAVE AVAILABLE AND SHALL USE ABSORBENT FILTER PADS OR OTHER METHODS TO CLEAN UP SPILLS AS SOON AS POSSIBLE AFTER OCCURRENCE.

SILT BARRIERS SHALL BE ERECTED AS SHOWN PRIOR THE INITIATION OF CLEARING OR EARTHWORK AND SHALL REMAIN UNTIL VEGETATIVE COVER OR ALL DISTURBED AREAS HAVE BEEN ESTABLISHED OR AS REQUIRED BY THE OWNER. SILT BARRIERS SHALL BE CONTINUOUSLY MAINTAINED FOR ENTIRE PROJECT DURATION. SILT BARRIERS SHALL NOT BE REMOVED UNTIL APPROVED BY THE OWNER. SILT BARRIERS, ANY SILT WHICH ACCUMULATES BEHIND THE BARRIERS, AND ANY FILL USED TO ANCHOR THE BARRIERS SHALL BE REMOVED PROMPTLY AFTER THE END OF THE MAINTENANCE PERIOD SPECIFIED FOR THE BARRIERS.

WHERE REQUIRED TO PREVENT EROSION FROM SHEET FLOW ACROSS BARE GROUND FROM ENTERING A LAKE OR SWALE AND IN THE ABSENCE OF AN ACCEPTABLE TEMPORARY LAKE OR SUMP AREA, A TEMPORARY SUMP SHALL REMAIN IN PLACE UNTIL VEGETATION IS ESTABLISHED ON THE GROUND DRAINING TO THE SUMP.

SECTION 3 CONTROL OF WIND EROSION

WIND EROSION SHALL BE CONTROLLED BY EMPLOYING BMP'S WHICH SHALL INCLUDE THE FOLLOWING AND/OR OTHER METHODS AS A MINIMUM:

BARE EARTH AREAS SHALL BE WATERED DURING CONSTRUCTION AS NECESSARY TO MINIMIZE THE TRANSPORT OF FUGITIVE DUST. IT MAY BE NECESSARY TO LIMIT CONSTRUCTION VEHICLE SPEED IF BARE EARTH HAS NOT BEEN EFFECTIVELY WATERED. IN NO CASE SHALL FUGITIVE DUST BE ALLOWED TO LEAVE THE SITE UNDER CONSTRUCTION.

AS SOON AS PRACTICAL AFTER COMPLETION OF CONSTRUCTION, BARE EARTH AREAS SHALL BE VEGETATED.

AT ANY TIME BOTH DURING AND AFTER SITE CONSTRUCTION THAT WATERING AND/OR VEGETATION ARE NOT EFFECTIVE IN CONTROLLING WIND EROSION AND/OR TRANSPORT OF FUGITIVE DUST, OTHER METHODS AS ARE NECESSARY FOR SUCH CONTROL SHALL BE EMPLOYED. THESE METHODS MAY INCLUDE ERECTION OF DUST CONTROL FENCES. IF REQUIRED, DUST CONTROL FENCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DETAIL FOR A SILT FENCE SHOWN IN FIGURE 1 EXCEPT THE MINIMUM HEIGHT SHALL BE 4 FEET.

SWPPP COORDINATOR DUTIES

THE CONTRACTOR SHALL COMPLY WITH THE FOLLOWING AND ALL OTHER REQUIREMENTS OF THE EPA, FDEP, SJRWMD, AND BREVARD COUNTY REGULATIONS:

1. MAINTAIN RECORDS OF CONSTRUCTION ACTIVITIES, INCLUDING:
   DATES WHEN MAJOR GRADING ACTIVITIES OCCUR.
   DATES WHEN CONSTRUCTION ACTIVATES TEMPORARILY CEASE ON A PORTION OF THE SITE.
   DATES WHEN STABILIZATION MEASURES ARE INITIATED ON SITE.
   RECORDS MUST BE MAINTAINED AT THE JOB SITE.
2. PREPARE INSPECTION REPORTS SUMMARIZING:
   QUALIFICATIONS OF INSPECTOR.
   DAILY RAINFALL TOTALS.
   MEASURES/AREAS INSPECTED.
   CHANGES NECESSARY TO THE SWPPP.
   INSPECTIONS SHALL BE COMPLETED ON A WEEKLY BASIS; AND AFTER RAINFALL EVENTS EXCEEDING 1/2" INTENSITY.
3. A SAMPLE INSPECTION FORM SHALL BE SUPPLIED TO THE CONTRACTOR FOR HIS USE. CONTRACTOR MUST UTILIZE THIS INSPECTION FORM OR AN APPROVED EQUIVALENT.
4. CONTRACTOR MUST EXECUTE NPDES CERTIFICATION FORM AND INSURE THAT ALL SUBCONTRACTORS RESPONSIBLE FOR EROSION CONTROL MEASURES EXECUTE THE NPDES CERTIFICATION FORM. COPIES OF THIS CERTIFICATION MUST BE PROVIDED TO THE OWNER PRIOR TO THE START OF ANY NEW CONSTRUCTION, AND COPIES SHALL BE MAINTAINED AT THE JOB SITE.
5. REPORT RELEASES OF REPORTABLE QUANTITIES OF OIL OR HAZARDOUS MATERIALS (IF THEY OCCUR):
   NOTIFY NATIONAL RESPONSE CENTER @ 1-800-424-8802.
   NOTIFY PERMITTING AUTHORITY IN WRITING WITHIN 14 DAYS.
   MODIFY THE POLLUTION PREVENTION PLAN TO INCLUDE IMPROVED MANAGEMENT CONTROLS.
6. MODIFY THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AS NECESSARY TO:
   COMPLY WITH MINIMUM PERMIT REQUIREMENTS WHEN NOTIFIED BY THE EPA.
   ADDRESS CHANGES IN DESIGN, CONSTRUCTION OPERATION OR MAINTENANCE WHICH HAVE AN AFFECT ON THE POTENTIAL FOR DISCHARGE OF POLLUTANTS INTO STATE WATERS.
   PREVENT REOCCURRENCE OF REPORTABLE QUANTITY RELEASES HAZARDOUS MATERIAL, OIL, AND OR FUEL.
7. AT THE COMPLETION OF THE PROJECT AND AS A CONDITION OF FINAL PAYMENT, CONTRACTOR SHALL PROVIDE THE OWNER WITH TWO COPIES OF THE ABOVE DESCRIBED REPORTS IN A CONSOLIDATED REPORT FORMAT; THREE RING BINDERS OR EQUIVALENT.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR FOLLOWING AND MAINTAINING A COPY OF DEP DOCUMENT NO. 62-621.300(4)(A). THIS PERMIT IS THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GENERIC PERMIT FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES THAT DISTURB ONE OR MORE ACRES OF LAND.
9. ALL FERTILIZERS, HERBICIDES, AND PESTICIDES TO BE APPLIED, STORED, AND DISPOSED OF PER THE MANUFACTURER RECOMMENDATIONS.
10. CONTRACTOR IS RESPONSIBLE TO ASSURE THAT ALL WASTE, SUCH AS DISCARDED BUILDING MATERIALS, CHEMICALS, LITTER, AND SANITARY WASTE ARE PROPERLY CONTROLLED AND DISPOSED OF IN ACCORDANCE WITH ALL APPLICABLE STATE, LOCAL, AND FEDERAL REGULATIONS.

GENERAL MAINTENANCE PLAN

THE FOLLOWING MAINTENANCE PLAN IS GENERAL IN NATURE AND IS INTENDED TO PROVIDE A GUIDELINE FOR THE CONTRACTOR. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO COMPLETE THE PROJECT IN CONFORMANCE WITH THE NPDES STANDARDS AND APPROVED PLANS AND PERMITS.

SHORT TERM:

1. ALL EROSION CONTROL PRACTICES WILL BE CHECKED FOR STABILITY AND OPERATION FOLLOWING EVERY 1/2" RAINFALL EVENT, BUT IN NO CASE LESS THAN ONCE EVERY WEEK. ALL NEEDED REPAIRS WILL BE RECORDED AND MADE IMMEDIATELY TO MAINTAIN ALL PRACTICES AS DESIGNED.
2. SEDIMENT BUILDUP WILL BE CLOSELY MONITORED AND REMOVED FROM INLET PROTECTION DEVICES TO ENSURE PROPER MANAGEMENT AND STORAGE CAPACITIES. SEDIMENT CONTROL DEVICES SHALL BE CLEANED OR REPLACED WHEN THE SEDIMENT CONTROL NO LONGER WORKS EFFECTIVELY AS DESIGNED.
3. THE SEDIMENT CONTROLLING SILT FENCE SHALL BE MAINTAINED AND/OR REPLACED AS NECESSARY TO MAINTAIN A BARRIER.
4. ALL SEEDED AREAS SHALL BE RESEEDED AS NECESSARY, AND MULCHED ACCORDING TO SPECIFICATIONS IN THE VEGETATIVE PLAN TO MAINTAIN A VEGETATIVE COVER, ADEQUATE TO PREVENT EROSION TO OFFSITE AREAS.
5. AS NEEDED, NEW OR ADDITIONAL WORKERS WILL BE INFORMED OF THE PLAN DETAILS IN THE OPERATION AND MAINTENANCE OF PLAN FEATURES.

LONG TERM:

1. ALL VEGETATED AREAS WILL BE MAINTAINED IN ADEQUATE CONDITION TO PROVIDE PROPER GROUND COVER, THEREBY REDUCING EROSION POTENTIAL.
2. AREAS WHERE VEGETATION IS LOST WILL BE RESTABILIZED AND MAINTAINED AS NECESSARY TO RESTORE PROPER GROUND COVER.
3. STRUCTURAL MEASURES WILL BE EXAMINED AT LEAST ANNUALLY AND MAINTENANCE PERFORMED AS NEEDED.

GENERAL SITE INFORMATION

SITE DESCRIPTION:
SINGLE FAMILY DEVELOPMENT WITH ASSOCIATED DRAINAGE AND UTILITIES

TOTAL AREA: ±62.4 ACRES

DISTURBED AREA: ±32.55 ACRES

QUALITY RECEIVING SURFACE WATERS AND WETLANDS: WETLAND

EXISTING SOIL TYPES:
ANCLOTE SAND, BASINGER SAND, EAU GALLIE SAND, MALABAR SAND, MYAKKA SAND, PINEDA SAND, TERRA CEIA MUCK

STORM WATER POLLUTION PREVENTION MEASURES & CONTROLS:
THERE ARE A VARIETY OF CONTROLS PROPOSED FOR THIS SITE. SOME CONTROLS ARE INTENDED TO FUNCTION TEMPORARILY AND WILL BE USED AS NEEDED FOR POLLUTANT CONTROL. THESE INCLUDE TEMPORARY SEDIMENT BARRIERS AND SILT FENCES. FOR MOST DISTURBED AREAS, PERMANENT STABILIZATION WILL BE ACCOMPLISHED BY COVERING THE SOIL WITH PAVEMENT OR VEGETATION.

SOIL STABILIZATION:
THE PURPOSE OF SOIL STABILIZATION IS TO PREVENT SOIL FROM LEAVING THE SITE. IN THE NATURAL CONDITION, SOIL IS STABILIZED BY NATIVE VEGETATION. THE PRIMARY TECHNIQUES TO BE USED AT THIS PROJECT FOR STABILIZATION AFTER CONSTRUCTION WILL BE TO PROVIDE PROTECTIVE TURF GRASS OR PAVEMENT.

NOTES:
ACCESS SHALL BE PROVIDED BY AN UNOBSTRUCTED ALL WEATHER DRIVING SURFACE CAPABLE OF SUPPORTING THE LOADS IMPOSED BY RESPONDING APPARATUS OF NOT LESS THAN 20 FEET AND SHALL BE MAINTAINED DURING CONSTRUCTION (SEE FIGURE 2). THE LOCATION OF EROSION CONTROL FEATURES SHOWN ON THIS PLAN REPRESENTS MINIMUM REQUIREMENTS. DEPENDING UPON THE CONTRACTORS OPERATIONS, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO INSTALL AND MAINTAIN ANY NECESSARY EROSION CONTROL FACILITIES NEEDED TO CONTROL EROSION OR THE DISCHARGE OF TURBIDITY INTO DOWNSTREAM WATERS OR ADJACENT PROPERTY.

GENERAL CONSTRUCTION SEQUENCING PLAN

THE FOLLOWING CONSTRUCTION SEQUENCING IS GENERAL IN NATURE AND IS INTENDED TO PROVIDE A GUIDELINE FOR THE CONTRACTOR. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO COMPLETE THE PROJECT IN CONFORMANCE WITH THE NPDES STANDARDS AND APPROVED PLANS AND PERMITS.

1. OBTAIN PLAN APPROVAL AND OTHER APPLICABLE PERMITS.
2. FLAG THE WORK LIMITS OF CONSTRUCTION AND IDENTIFY AREAS NOT TO BE DISTURBED.
3. HOLD PRE CONSTRUCTION CONFERENCE AT LEAST ONE WEEK PRIOR TO STARTING CONSTRUCTION. WEEKLY REVIEWS OF EROSION, SEDIMENT, AND STORM WATER CONTROLS WILL BE CONDUCTED. REVIEWS WILL ALSO BE CONDUCTED WITHIN 24 HOURS FOLLOWING ALL RAIN EVENTS EXCEEDING 1/2" INTENSITY.
4. INSTALL SEDIMENT CONTROLS AS THE FIRST CONSTRUCTION ACTIVITY.
5. INSTALL STORM DRAIN WITH STABILIZED INLET PROTECTION AT THE CONSTRUCTION ENTRANCE/EXIT.
6. INSTALL TEMPORARY STABILIZED CONSTRUCTION ENTRANCE/EXIT.
7. COMPLETE SITE CLEARING EXCEPT FOR AREAS DESIGNATED NOT TO BE DISTURBED.
8. ROUGH GRADE SITE, STOCKPILE TOPSOIL, CONSTRUCT WATERWAYS, INSTALL CULVERTS AND OUTLET PROTECTION (INSTALL SEDIMENT CONTROLS AND SILT FENCING AS NEEDED). BARE AREAS OF EXPOSED LAND SHALL BE MULCHED AND SEEDED ONCE GRADING HAS BEEN COMPLETED.
9. FINISH THE SLOPES AROUND BUILDING DIRT PADS AS SOON AS ROUGH GRADING IS COMPLETE.
10. COMPLETE FINAL GRADING FOR ROADS AND STABILIZE WITH APPROVED MATERIAL.
11. COMPLETE FINAL GRADING OF GROUNDS, TOPSOIL CRITICAL AREAS, AND PERMANENTLY VEGETATE, LANDSCAPE, AND MULCH.
12. ALL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE INSPECTED WEEKLY AND FOLLOWING 1/2" RAINFALL EVENTS. NEEDED REPAIRS WILL BE RECORDED WITHIN 24 HOURS, AND CORRECTED IMMEDIATELY.
13. AFTER SITE IS STABILIZED, REMOVE ALL TEMPORARY MEASURES AND INSTALL PERMANENT VEGETATION ON THE DISTURBED AREAS.

SPECIAL NOTICE:
THE CERTIFICATIONS BELOW ARE INCLUDED FOR INFORMATIONAL PURPOSES ONLY. OFFICIAL EXECUTED CERTIFICATIONS ARE KEPT IN THE PROJECT FILE.

CONTRACTORS CERTIFICATION

"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND AND SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN PREPARED THEREUNDER."

NAME:_____
TITLE:_____
COMPANY NAME:_____
COMPANY ADDRESS:_____

COMPANY PHONE #:(___) ___-____
PROJECT SITE DESCRIPTION:____

SIGNATURE:_____

DATE OF CERTIFICATION:_____

ENGINEERS CERTIFICATION

"I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS."

NAME:..... Scott M. Glaubitz, P.E./Hassan Kamal, P.E.
TITLE:..... President/Vice President
COMPANY NAME:..... B.S.E. Consultants, Inc.
COMPANY ADDRESS:..... 312 S. Harbor City Blvd., Suite 4 Melbourne, Florida 32901
COMPANY PHONE #:..... (321) 725-3674
PROJECT SITE DESCRIPTION:....

SIGNATURE:_____

DATE OF CERTIFICATION:_____

CORPORATE OFFICERS CERTIFICATION

"I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS."

NAME:.....
TITLE:.....
COMPANY NAME:.....
COMPANY ADDRESS:.....

COMPANY PHONE #:.....
PROJECT SITE DESCRIPTION:....

SIGNATURE:_____

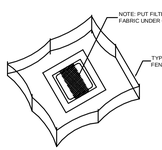
DATE OF CERTIFICATION:_____

NOTE: REFER TO SPECIFICATIONS AND POND CROSS SECTIONS AND DETAILS FOR SLOPE PLANTING AND ANY SPECIALTY EROSION AND CONTROL MEASURES

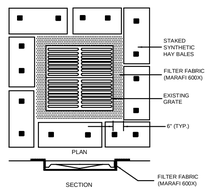
GRASS SLOPES

N.T.S.

FIGURE 7



STAKED SILT FENCE PROTECTION AROUND DITCH BOTTOM INLETS



SYNTHETIC HAY BALE PROTECTION AROUND DITCH BOTTOM INLETS

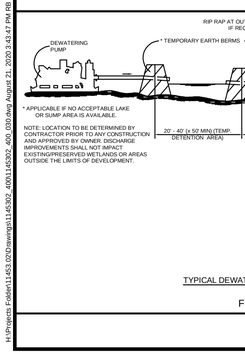
SEDIMENT CONTROL DETAIL

NTS

FIGURE 8

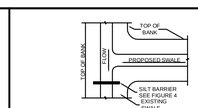
NON-SYNTHETIC HAY BALES SHALL NOT BE PERMITTED

NOTE: SILT FENCE LOCATION IS SCHEMATIC REPRESENTATION. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING SILT FENCE AT THE LOCATION NEEDED TO PREVENT THE TRANSPORT OF SEDIMENT OFFSITE AND NOT INTERFERE WITH THE REQUIRED ONSITE CONSTRUCTION. CONTRACTOR MAY NEED TO RELOCATE/REPLACE/ADJUST SILT FENCE LOCATIONS TO ACCOMMODATE CONSTRUCTION SEQUENCING.



TYPICAL DEWATERING DISCHARGE PLAN

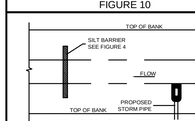
FIGURE 9



SILT BARRIER AT CONNECTION OF SWALE TO EXISTING SWALE

N.T.S.

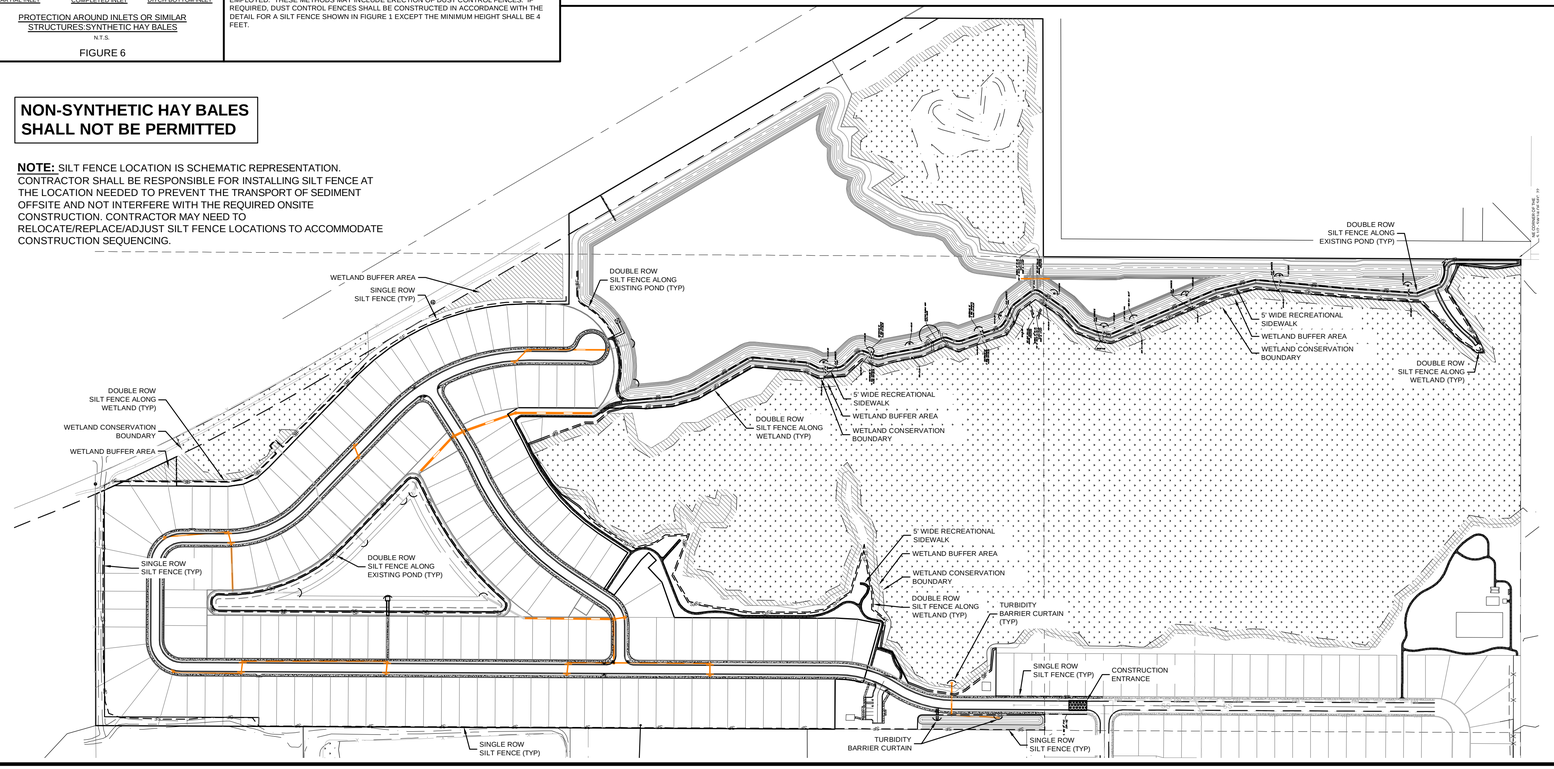
FIGURE 10



SILT BARRIER AT CONNECTION OF STORM PIPE TO EXISTING SWALE

N.T.S.

FIGURE 11



B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

200 0 100 200
(IN FEET)

1		
2		
3		
4		
5		
6

ADAMSON CREEK PHASE ONE-C

A REPLAT OF (TRACT 3, ADAMSON CREEK PHASE ONE-A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER WITH THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 4 IN OFFICIAL RECORDS BOOK 8071, PAGE 1946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER ALSO WITH THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST), CITY OF COCOA, BREVARD COUNTY, FLORIDA

PRELIMINARY PLAT

PLAT NOTES:

1. BEARING REFERENCE: ASSUMED BEARING OF N00°16'59"E ON THE WEST LINE OF TRACT 3, ADAMSON CREEK PHASE ONE-A, RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
2. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES, CHAPTER 177.091(8) AND 177.091(9).
3. LOT LINES ARE RADIAL UNLESS OTHERWISE NOTED.
4. ALL PLATTED PUBLIC UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
5. THE FOLLOWING EASEMENTS ARE HEREBY DEDICATED:
   a. A PUBLIC EASEMENT 10.00 FOOT WIDE, ACROSS THE FRONT OF ALL LOTS AND TRACTS CONTIGUOUS WITH AND ADJACENT TO THE PRIVATE ROAD RIGHTS-OF-WAY DEDICATED BY THIS PLAT, IS RESERVED FOR THE INSTALLATION OF FLORIDA POWER AND LIGHT (FP&L) FACILITIES, POTABLE WATER, RECLAIMED WATER, PRIVATE DRAINAGE, AND OTHER PUBLIC UTILITIES UNLESS OTHERWISE NOTED.
   b. A 5.00 FOOT WIDE PUBLIC UTILITY EASEMENT ALONG THE REAR AND SIDES OF EACH LOT. IN THE EVENT THAT ONE OR MORE LOTS, OR PARTS OF ONE OR MORE LOTS ARE USED AS A SINGLE BUILDING SITE, ONLY THE EXTERIOR BOUNDARIES OF THE BUILDING SITE SHALL CARRY THE SIDE EASEMENTS.
   c. AN EASEMENT TO THE CITY OF COCOA AND BREVARD COUNTY FOR EMERGENCY ACCESS FOR INGRESS/EGRESS OVER ALL PRIVATE ROAD RIGHTS-OF-WAY, PRIVATE DRAINAGE EASEMENTS AND STORM WATER MANAGEMENT TRACTS.
   d. AN EASEMENT TO THE FLORIDA DEPARTMENT OF TRANSPORTATION OVER AND ACROSS THE PRIVATE RIGHTS-OF-WAY OF TALBOT BOULEVARD AND MORELY DRIVE FOR EMERGENCY ACCESS TO THE STORMWATER POND LOCATED WITHIN TRACT I IN ACCORDANCE WITH THE REQUIREMENTS OF THE AMENDED STIPULATED ORDER OF TAKING NUNC PRO TUNC AND FINAL JUDGEMENT RECORDED IN OFFICIAL RECORDS BOOK 5842, PAGE 3822, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
   e. AN EASEMENT TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT OVER ALL PRIVATE ROAD RIGHTS-OF-WAY, DRAINAGE EASEMENTS AND TRACTS FOR ACCESS TO ADJOINING CONSERVATION TRACTS AND CONSERVATION EASEMENTS.
6. ALL LOT DRAINAGE IS PRIVATE AND IS THE RESPONSIBILITY OF THE INDIVIDUAL HOMEOWNER TO MAINTAIN SAID PRIVATE DRAINAGE WITHIN THEIR HOME SITE. THIS DOES NOT INCLUDE DRAINAGE PIPES WITHIN THE PRIVATE DRAINAGE EASEMENTS AS SHOWN HEREON.
8. THE PRIVATE DRAINAGE EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR THE PURPOSES OF INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND ACCESS TO THE STORM WATER FACILITIES WITHIN THE PLAT BOUNDARY.
9. WHERE PRIVATE SIDEWALKS ARE LOCATED WITHIN LOTS OR TRACTS SHOWN HEREON, SUCH LOTS AND TRACTS SHALL BE SUBJECT TO A PRIVATE SIDEWALK EASEMENT HEREBY DEDICATED TO ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC. TO ACCOMMODATE SUCH SIDEWALK, FOR THE SOLE PURPOSE OF MAINTAINING AND REPAIRING THE PRIVATE SIDEWALKS WITHIN SAID PRIVATE SIDEWALK EASEMENTS. NOTWITHSTANDING THE FOREGOING, ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC. SHALL NOT BE RESPONSIBLE, OBLIGATED OR REQUIRED IN ANY MANNER TO CONSTRUCT SIDEWALKS IN WHOLE OR PART WITHIN THE LANDS PLATTED HEREUNDER. ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC. SHALL NOT BE RESPONSIBLE FOR THE REPAIR OR THE REPLACEMENT OF ANY IRRIGATION FACILITIES OR LANDSCAPING WITHIN THE AREA BETWEEN THE PRIVATE RIGHT-OF-WAY AND THE PRIVATE SIDEWALK EASEMENT THAT MAY BE DAMAGED AS A RESULT OF MAINTENANCE AND REPAIR OF SIDEWALKS WITHIN SAID PRIVATE SIDEWALK EASEMENTS.
10. TRACT H AND TRACT I ARE HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR STORM WATER MANAGEMENT, DRAINAGE, OPEN SPACE, LANDSCAPE AND RECREATION AMENITIES.
11. TRACT M-1 IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR DRAINAGE, OPEN SPACE AND RECREATION AMENITIES.
12. TRACT N IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR UTILITIES, OPEN SPACE AND RECREATION AMENITIES.
13. TRACT O IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR DRAINAGE, UTILITIES, OPEN SPACE AND RECREATION AMENITIES.
14. TRACT W IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR OPEN SPACE AND RECREATION AMENITIES.
15. TRACT U IS HEREBY DEDICATED TO THE CITY OF COCOA FOR A SANITARY LIFT STATION. THIS TRACT IS INTENDED TO BE CONVEYED TO BREVARD COUNTY BY THE CITY OF COCOA FOR THE OPERATION, MAINTENANCE, AND ACCESS TO THE SANITARY LIFT STATION. UPON TRANSFER OF THIS TRACT TO BREVARD COUNTY, THEY SHALL NO LONGER BE SUBJECT TO THE TERMS AND CONDITIONS OF THIS PLAT. IN THE EVENT THAT OWNERSHIP OF THIS TRACT IS NOT TRANSFERRED TO BREVARD COUNTY, IT SHALL BE OWNED AND MAINTAINED BY THE CITY OF COCOA.
16. TRACT V IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY, THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR THE CONSERVATION OF PRESERVED WETLANDS AND UPLANDS AND PASSIVE RECREATIONAL USE. NO ALTERATION OR FILLING IS ALLOWED IN TRACT V. TRACT V IS SUBJECT TO A CONSERVATION EASEMENT IN FAVOR OF THE ST JOHNS RIVER WATER MANAGEMENT DISTRICT PURSUANT TO SECTION 704.06, FLORIDA STATUTES.
17. THE PRIVATE RIGHTS-OF-WAY FOR TALBOT BOULEVARD AND MORELY DRIVE ARE HEREBY DEDICATED TO THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC. FOR PRIVATES ROADS, AND ARE SUBJECT TO A NON-EXCLUSIVE PERPETUAL EASEMENT FOR THE PURPOSES OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS FOR USE BY THE OWNERS OF THE LOTS PLATTED HEREIN, THEIR GUESTS AND INVITEES, ALL PRIVATE AND PUBLIC AGENCIES PROVIDING MAIL DELIVERY, UTILITY SERVICES, PUBLIC SAFETY AND LAW ENFORCEMENT SERVICES AND GOVERNMENTAL SERVICES TO THE LANDS PLATTED HEREIN, PROVIDED FURTHER THAT A NON-EXCLUSIVE EASEMENT OVER, UNDER, ACROSS AND THROUGH SAID PRIVATE RIGHTS-OF-WAY IS DEDICATED TO ALL PUBLIC UTILITY PROVIDERS, INCLUDING BUT NOT LIMITED TO CABLE TELEVISION SERVICE PROVIDERS, FOR THE INSTALLATION, MAINTENANCE, ACCESS AND REPAIR OF THEIR RESPECTIVE FACILITIES WHICH PROVIDE SERVICE TO THE LANDS PLATTED HEREIN.
18. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN FOURTH MODIFICATION TO ADAMSON CREEK BINDING DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 8595, PAGE 1034, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA
19. THE TOWER GUY ANCHOR EASEMENT SHOWN ON LOTS 211 AND 212 IS HEREBY DEDICATED TO THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC. ITS SUCCESSORS AND/OR ASSIGNS FOR THE PURPOSE OF A TOWER GUY ANCHOR AS DEPICTED HEREIN. IN THE EVENT THE EXISTING TOWER GUY ANCHOR SHOWN IS RELOCATED TO AN OFFSITE LOCATION, THIS EASEMENT WILL AUTOMATICALLY TERMINATE AND BE OF NO OTHER FORCE AND EFFECT.
20. THIS PLAT IS SUBJECT TO THE RESTRICTIONS, RESERVATIONS AND COVENANTS AS SHOWN ON THE PLAT OF ADAMSON CREEK PHASE ONE-A, AS RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA

TRACT DATA TABLE / OPEN SPACE CALCULATION

TRACT ID		AREA (±PERCENT)	TRACT USE	OWNERSHIP AND MAINTENANCE	COMMON OPEN SPACE CREDIT
H	3.84	6.15%	STORM WATER MANAGEMENT, DRAINAGE, OPEN SPACE, LANDSCAPE AND RECREATION AMENITIES	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	3.84
I	20.80	33.33%	STORM WATER MANAGEMENT, DRAINAGE, OPEN SPACE, LANDSCAPE AND RECREATION AMENITIES	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	7.97
M-1	0.16	0.26%	DRAINAGE, OPEN SPACE AND RECREATION AMENITIES	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	0.16
N	0.15	0.24%	UTILITIES, OPEN SPACE AND RECREATION AMENITIES	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	0.15
O	0.14	0.22%	DRAINAGE, UTILITIES, OPEN SPACE AND RECREATION AMENITIES	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	0.14
U	0.04	0.06%	SANITARY LIFT STATION	CITY OF COCOA	0.00
V	6.85	10.98%	WETLAND PRESERVATION, UPLAND BUFFER AND OPEN SPACE	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	2.10
W	0.05	0.08%	OPEN SPACE AND RECREATION AMENITIES	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	0.05
N/A	24.90	39.90%	RESIDENTIAL DEVELOPMENT (155 LOTS)		0.00
N/A	5.47	8.78%	PRIVATE RIGHT-OF-WAY	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	0.00
	62.40	100.00%	**TOTAL PUD BOUNDARY PHASE ONE-C**		
		25.00%	REQUIRED OPEN SPACE (25% OF 62.4 AC)		15.60
	176.06		PREVIOUS/ORIGINAL TOTAL PUD BOUNDARY (FROM PHASE ONE-A PLAT)		
	192.96		**REVISED TOTAL PUD BOUNDARY (176.06 AC + 16.90 AC = 192.96 AC)**		
			TOTAL REQUIRED OPEN SPACE (25% OF 192.96 AC)		**48.24**
	176.06		TOTAL PLATTED PUD BOUNDARY PHASE ONE-A		
	30.86		TOTAL PLATTED PUD BOUNDARY PHASE ONE-B		
			PROVIDED COMMON OPEN SPACE (PHASE ONE-C)		14.41
			TOTAL PROVIDED OPEN SPACE		48.24



KEY MAP
N.T.S.



LOCATION MAP
NTS

DESCRIPTION OF ADAMSON CREEK PHASE ONE-C

TRACT 3, ADAMSON CREEK PHASE ONE-A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER WITH THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 4 IN OFFICIAL RECORDS BOOK 8071, PAGE 1946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER ALSO WITH THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 95, ALL BEING IN SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT 3 AND RUN N89°54'29"E ALONG THE NORTH LINE OF SAID TRACT 3 AND THE NORTH LINE OF SAID PARCEL 4, A DISTANCE OF 646.75 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 4 AND A NON-TANGENT INTERSECTION WITH THE CURVED WEST BOUNDARY OF TRACT S OF SAID ADAMSON CREEK PHASE ONE-A, (SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID TRACT S); THENCE ALONG THE WEST LINE OF SAID TRACT S THE FOLLOWING NINETEEN (19) COURSES AND DISTANCES; (1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 5929.58 FEET, A CENTRAL ANGLE OF 2°24'50", A CHORD BEARING OF S24°45'17"E AND A CHORD LENGTH OF 249.79 FEET), A DISATNCE OF 249.81 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE WEST; (2) THENCE S89°54'29"W, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 81.82 FEET; (3) THENCE S00°16'59"W, A DISTANCE OF 143.93 FEET; (4) THENCE S07°22'26"E, A DISTANCE OF 42.82 FEET; (5) THENCE S24°41'05"E, A DISTANCE OF 42.91 FEET; (6) THENCE S41°49'05"E, A DISTANCE OF 44.27 FEET; (7) THENCE S45°59'00"E, A DISTANCE OF 310.00 FEET; (8) THENCE S46°35'43"E, A DISTANCE OF 51.50 FEET; (9) THENCE S42°35'28"E, A DISTANCE OF 58.27 FEET; (10) THENCE S37°36'39"E, A DISTANCE OF 58.27 FEET; (11) THENCE S32°37'51"E, A DISTANCE OF 58.27 FEET; (12) THENCE S27°39'03"E, A DISTANCE OF 58.27 FEET; (13) THENCE S22°40'15"E, A DISTANCE OF 58.27 FEET; (14) THENCE S17°41'27"E, A DISTANCE OF 58.27 FEET; (15) THENCE S12°42'39"E, A DISTANCE OF 58.27 FEET; (16) THENCE S07°43'51"E, A DISTANCE OF 58.27 FEET; (17) THENCE S02°45'02"E, A DISTANCE OF 58.27 FEET; (18) THENCE S00°59'32"W, A DISTANCE OF 50.97 FEET; (19) THENCE S00°19'09"W, A DISTANCE OF 64.50 FEET TO THE SOUTHWEST CORNER OF SAID TRACT S; THENCE S89°40'51"E ALONG THE SOUTH LINE OF SAID TRACT S, A DISTANCE OF 140.00 FEET TO THE NORTHWEST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE N89°53'14"E, ALONG THE NORTH LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, A DISTANCE OF 113.22 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID INTERSTATE 95; THENCE S30°19'39"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1081.98 FEET TO A POINT ON THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22; THENCE S00°19'09"W ALONG SAID EAST LINE, A DISTANCE OF 390.07 FEET TO SOUTHEAST CORNER OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22; THENCE S89°52'00"W ALONG THE SOUTH LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, A DISTANCE OF 664.77 FEET TO THE SOUTHWEST CORNER OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22 AND A POINT ON THE BOUNDARY LINE OF SAID TRACT 3; THENCE ALONG THE BOUNDARY LINE OF SAID TRACT 3 THE FOLLOWING SEVENTY (70) COURSES AND DISTANCES; (1) THENCE S00°19'09"W, A DISTANCE OF 1334.27 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 3; (2) THENCE N89°58'23"W, A DISTANCE OF 16.92 FEET; (3) THENCE N08°53'29"W, A DISTANCE OF 73.91 FEET; (4) THENCE N07°14'12"E, A DISTANCE OF 99.37 FEET; (5) THENCE N64°31'19"W, A DISTANCE OF 77.11 FEET; (6) THENCE S57°14'18"W, A DISTANCE OF 145.00 FEET; (7) THENCE S62°29'02"W, A DISTANCE OF 49.23 FEET; (8) THENCE S78°10'44"W, A DISTANCE OF 10.88 FEET; (9) THENCE N00°54'03"E, A DISTANCE OF 21.33 FEET; (10) THENCE N34°36'56"E, A DISTANCE OF 63.29 FEET; (11) THENCE N44°38'20"E, A DISTANCE OF 148.87 FEET; (12) THENCE N03°54'50"E, A DISTANCE OF 216.82 FEET; (13) THENCE N05°18'23"E, A DISTANCE OF 243.14 FEET; (14) THENCE N13°52'57"W, A DISTANCE OF 109.98 FEET; (15) THENCE N23°00'03"W, A DISTANCE OF 323.75 FEET; (16) THENCE N10°39'59"E, A DISTANCE OF 47.82 FEET; (17) THENCE N21°20'41"E, A DISTANCE OF 58.17 FEET; (18) THENCE N46°31'35"E, A DISTANCE OF 68.69 FEET; (19) THENCE N34°46'00"E, A DISTANCE OF 77.57 FEET; (20) THENCE N37°07'27"W, A DISTANCE OF 56.20 FEET; (21) THENCE N66°26'23"W, A DISTANCE OF 39.14 FEET; (22) THENCE N55°56'01"W, A DISTANCE OF 34.89 FEET; (23) THENCE N18°22'07"W, A DISTANCE OF 64.70 FEET; (24) THENCE N19°23'46"W, A DISTANCE OF 64.50 FEET; (25) THENCE N29°05'29"W, A DISTANCE OF 13.86 FEET; (26) THENCE N21°27'53"E, A DISTANCE OF 42.16 FEET; (27) THENCE N24°24'06"W, A DISTANCE OF 68.00 FEET; (28) THENCE N10°43'08"W, A DISTANCE OF 85.75 FEET; (29) THENCE N17°03'09"W, A DISTANCE OF 43.86 FEET; (30) THENCE N22°25'29"E, A DISTANCE OF 46.95 FEET; (31) THENCE N43°56'57"W, A DISTANCE OF 64.25 FEET; (32) THENCE N04°08'44"W, A DISTANCE OF 76.26 FEET; (33) THENCE N26°51'50"E, A DISTANCE OF 40.59 FEET; (34) THENCE N05°22'29"E, A DISTANCE OF 68.44 FEET TO THE SOUTHEAST CORNER OF TRACT M OF SAID ADAMSON CREEK PHASE ONE-A; (35) THENCE CONTINUE N05°22'29"E, A DISTANCE OF 78.28 FEET; (36) THENCE N30°19'31"W, A DISTANCE OF 176.97 FEET; (37) THENCE N16°17'17"W, A DISTANCE OF 74.28 FEET; (38) THENCE N05°06'44"W, A DISTANCE OF 70.34 FEET; (39) THENCE N01°33'15"E, A DISTANCE OF 54.19 FEET; (40) THENCE N00°19'09"E, A DISTANCE OF 308.03 FEET; (41) THENCE N32°30'23"W, A DISTANCE OF 34.60 FEET; (42) THENCE S57°29'37"W, A DISTANCE OF 21.75 FEET; (43) THENCE S62°13'24"W, A DISTANCE OF 55.19 FEET; (44) THENCE S64°10'33"W, A DISTANCE OF 55.38 FEET; (45) THENCE S60°13'10"W, A DISTANCE OF 51.18 FEET; (46) THENCE S55°43'48"W, A DISTANCE OF 47.85 FEET; (47) THENCE S50°48'57"W, A DISTANCE OF 47.85 FEET; (48) THENCE S45°54'05"W, A DISTANCE OF 47.85 FEET; (49) THENCE S40°59'13"W, A DISTANCE OF 47.85 FEET; (50) THENCE S36°04'22"W, A DISTANCE OF 47.85 FEET; (51) THENCE S33°22'16"W, A DISTANCE OF 49.85 FEET; (52) THENCE S33°21'57"W, A DISTANCE OF 50.00 FEET; (53) THENCE N56°43'06"W, A DISTANCE OF 120.00 FEET; (54) THENCE S33°21'57"W, A DISTANCE OF 29.95 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; (55) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 1°51'47", A CHORD BEARING OF S34°17'51"W, AND A CHORD LENGTH OF 3.25 FEET), A DISTANCE OF 3.25 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTHEAST; (56) THENCE S52°35'53"E ALONG SAID NON-TANGENT LINE, A DISTANCE OF 124.06 FEET; (57) THENCE S42°54'01"E, A DISTANCE OF 30.00 FEET; (58) THENCE S47°05'59"W, A DISTANCE OF 30.00 FEET; (59) THENCE N42°54'01"W, A DISTANCE OF 30.00 FEET; (60) THENCE S47°05'59"W, A DISTANCE OF 55.48 FEET; (61) THENCE S70°33'47"W, A DISTANCE OF 104.48 FEET; (62) THENCE S00°16'59"W, A DISTANCE OF 400.00 FEET; (63) THENCE S00°48'10"E, A DISTANCE OF 50.01 FEET; (64) THENCE S03°13'34"W, A DISTANCE OF 61.69 FEET; (65) THENCE S11°24'05"W, A DISTANCE OF 63.60 FEET; (66) THENCE N74°30'39"W, A DISTANCE OF 171.13 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT; (67) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 15°12'21", A CHORD BEARING OF N07°53'10"E, AND A CHORD LENGTH OF 72.77 FEET), A DISTANCE OF 72.98 FEET TO THE END OF SAID CURVE; (68) THENCE N00°16'59"E, A DISTANCE OF 7.00 FEET; (69) THENCE N89°43'01"W, A DISTANCE OF 140.00 FEET; (70) N00°16'59"E, A DISTANCE OF 2065.77 FEET TO THE POINT OF BEGINNING. CONTAINING 62.4 ACRES, MORE OR LESS.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

- THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 08/20/2020
DESIGN/DRAWN: SMG/RMB
DRAWING#1145302_300_001
PROJECT# 11453.02

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PLAT BOOK _____, PAGE _____
SHEET 1 OF 5
SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, the Corporation named below, being the owner in fee simple of the lands described in

ADAMSON CREEK PHASE ONE-C

Hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates all public drainage and utility easements as further described in the notes or as shown hereon. The owners hereby dedicate to the public and the City of Cocoa, Florida, all easements shown hereon as public easements and a perpetual public easement over and across the private rights-of-way of Talbot Boulevard and Morely Drive for ingress and egress for law enforcement and emergency vehicles, emergency access and emergency maintenance. An easement is hereby dedicated to the City of Cocoa, Florida over and across Talbot Boulevard and Morely Drive, (noted and shown hereon as private rights-of-way), for for the installation and maintenance of public utilities. The roadway easement, drainage facilities and private drainage within the subdivision are not dedicated to, or the responsibility of the City of Cocoa, Florida.

SEAL

By:_____
Daniel J. Liparini, Assistant Secretary

Attest:_____
Printed Name:

Attest:_____
Printed Name:

D.R. HORTON, INC., A DELAWARE CORPORATION
1430 CULVER DRIVE
PALM BAY, FLORIDA 32934

STATE OF FLORIDA COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ____ physical presence ____ or online notarization, this _____ by Daniel J. Liparini, Assistant Secretary of the above named corporation incorporated under the laws of State of Florida, on behalf of the company, who is personally known to me ___ or has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

_____ SEAL
NOTARY PUBLIC
My Comm. Expires _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed professional surveyor and mapper, does hereby certify that on 02/28/2020 he completed a boundary survey of the lands shown on the foregoing plat; and that said plat was prepared under his direction and supervision and that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, and that said lands are located in the City of Cocoa, Brevard County, Florida.

_____ Registration Number 5611
LESLIE E. HOWARD
B.S.E. Consultants, Inc.
312 South Harbor City Boulevard, Suite #4
Melbourne, Fla. 32901
Certificate of Authorization Number: LB-0004905

CERTIFICATE OF REVIEWING SURVEYOR

I HEREBY CERTIFY, That I have reviewed the foregoing plat and find that it is in conformity with Chapter 177, part 1, Florida Statutes.

_____
J. Barry. Cabannis
Reg. Florida Surveyor & Mapper #4524
Reviewing Surveyor for the City of Cocoa

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS IS TO CERTIFY, That on _____, the foregoing plat was approved by the City Council of the City of Cocoa, Florida.

_____
Jake Williams, Jr., MAYOR

ATTEST: _____
Carie Shealy, CITY CLERK

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Part 1, Florida Statutes, and was filed for record on _____ at _____.

File No. _____

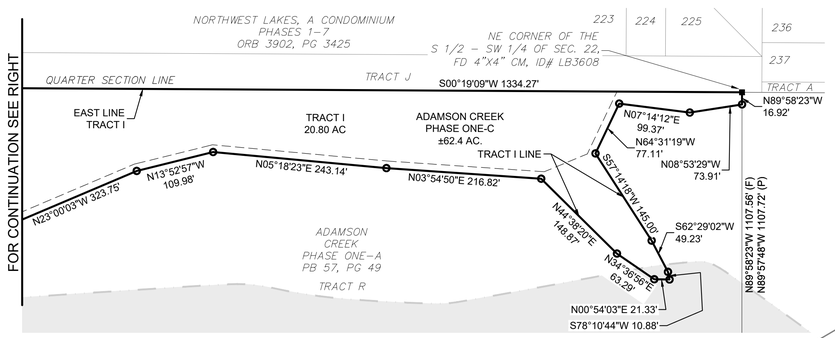
ATTEST: _____
Clerk of the Circuit Court in and for Brevard County, Fla.

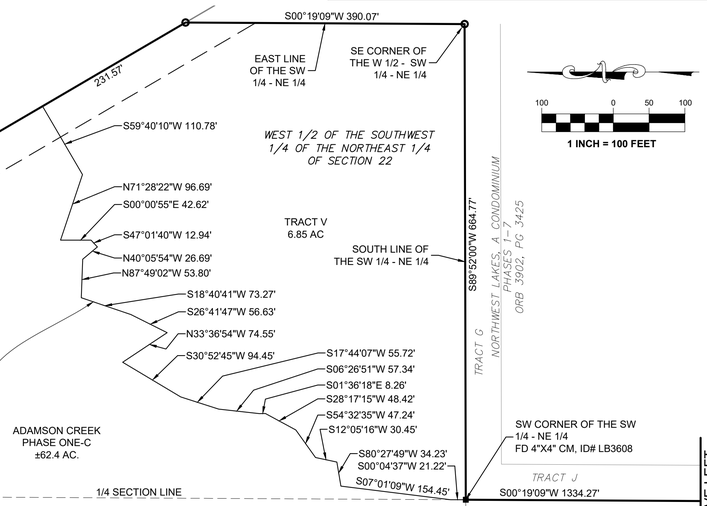
PLAT BOOK _____, PAGE _____
SHEET 2 OF 5
SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST

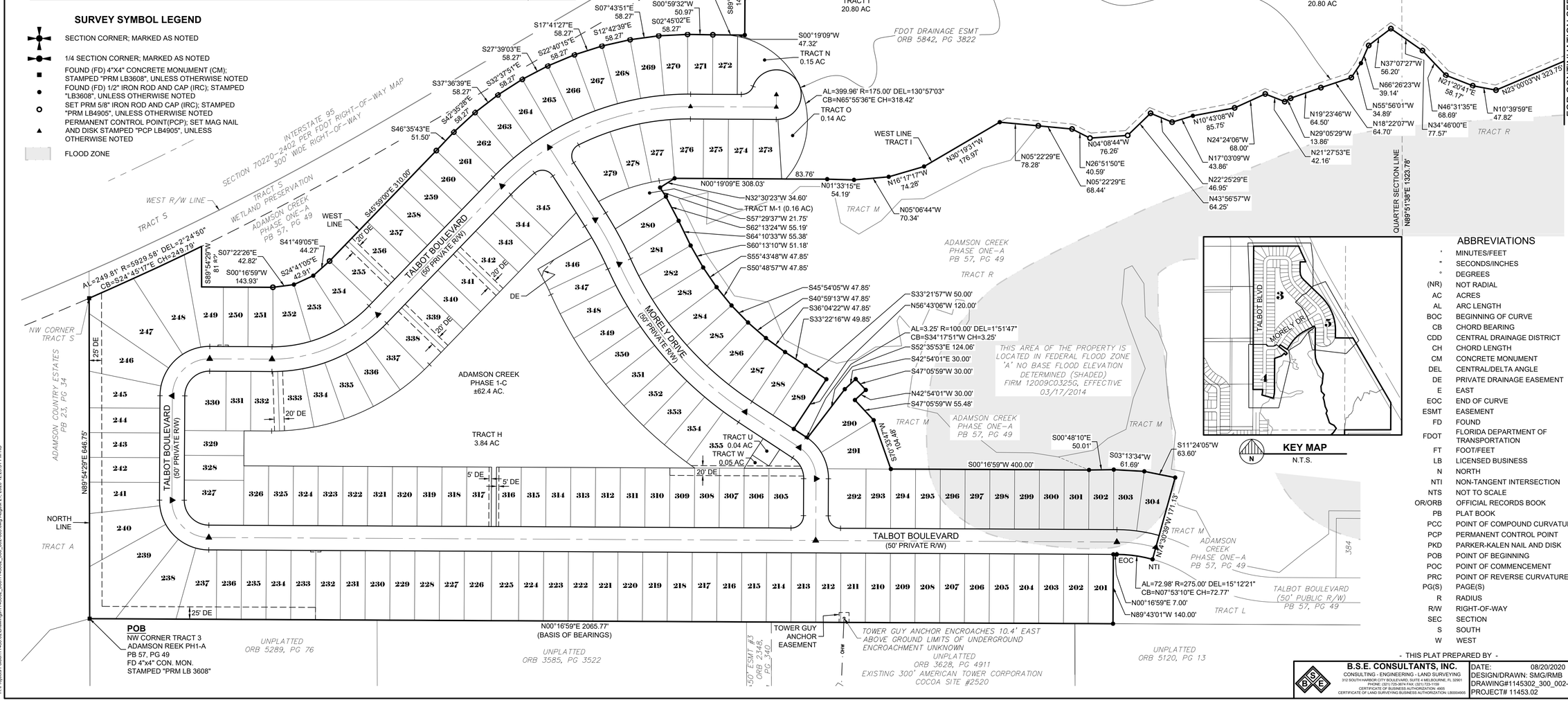
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PRELIMINARY PLAT







SURVEY SYMBOL LEGEND

- SECTION CORNER; MARKED AS NOTED
- 1/4 SECTION CORNER; MARKED AS NOTED
- FOUND (FD) 4"X4" CONCRETE MONUMENT (CM); STAMPED "PRM LB3608", UNLESS OTHERWISE NOTED
- FOUND (FD) 1/2" IRON ROD AND CAP (IRC); STAMPED "LB3608", UNLESS OTHERWISE NOTED
- SET PRM 5/8" IRON ROD AND CAP (IRC); STAMPED "PRM LB4905", UNLESS OTHERWISE NOTED
- PERMANENT CONTROL POINT(PCP); SET MAG NAIL AND DISK STAMPED "PCP LB4905", UNLESS OTHERWISE NOTED
- FLOOD ZONE

ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
(NR)	NOT RADIAL
AC	ACRES
AL	ARC LENGTH
BOC	BEGINNING OF CURVE
CB	CHORD BEARING
CDD	CENTRAL DRAINAGE DISTRICT
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
DEL	CENTRAL/DELTA ANGLE
DE	PRIVATE DRAINAGE EASEMENT
E	EAST
EOC	END OF CURVE
ESMT	EASEMENT
FD	FOUND
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FT	FOOT/FEET
LB	LICENSED BUSINESS
N	NORTH
NTI	NON-TANGENT INTERSECTION
NTS	NOT TO SCALE
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PKD	PARKER-KALEN NAIL AND DISK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PRC	POINT OF REVERSE CURVATURE
PG(S)	PAGE(S)
R	RADIUS
R/W	RIGHT-OF-WAY
SEC	SECTION
S	SOUTH
W	WEST

- THIS PLAT PREPARED BY -

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PROJECT# 11453.02

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ADAMSON CREEK PHASE ONE-C

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PRELIMINARY PLAT

PLAT BOOK _____, PAGE _____
SHEET 3 OF 5
SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST

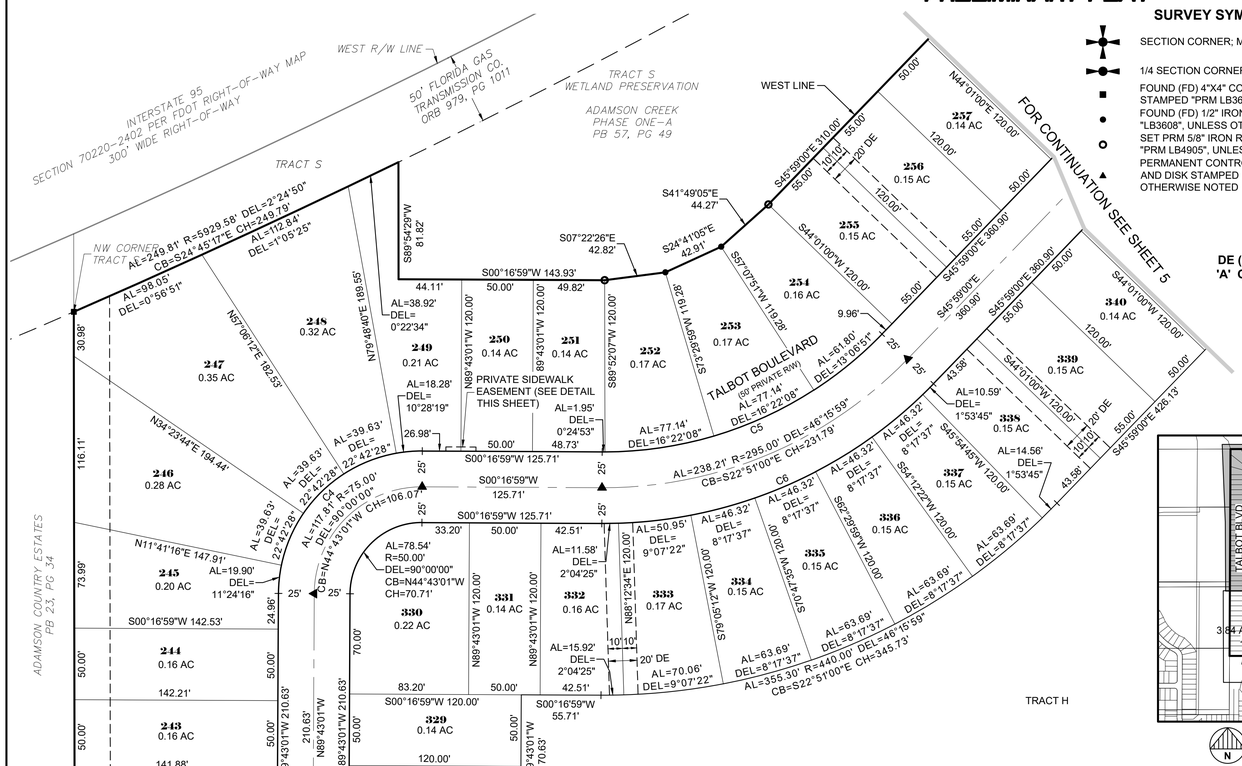
SURVEY SYMBOL LEGEND

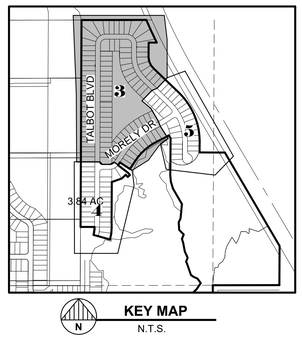
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ABBREVIATIONS

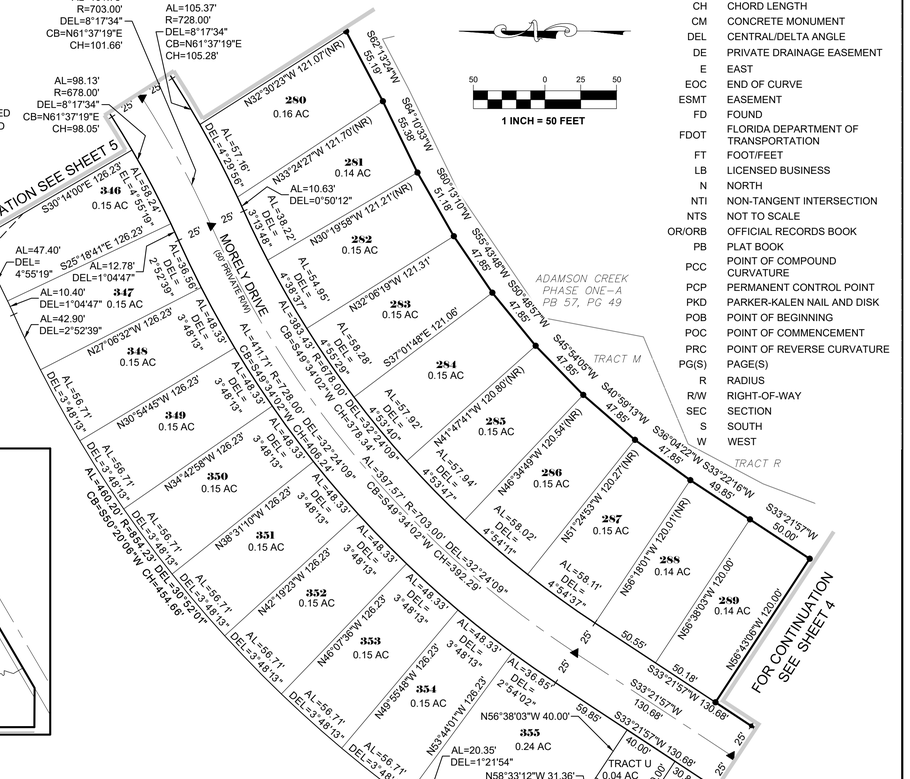
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(NR)	NOT RADIAL
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E	EAST
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ESMT	EASEMENT
FD	FOUND
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LB	LICENSED BUSINESS
N	NORTH
NTI	NON-TANGENT INTERSECTION
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PG(S)	PAGE(S)
R	RADIUS
R/W	RIGHT-OF-WAY
SEC	SECTION
S	SOUTH
W	WEST

1 INCH = 50 FEET



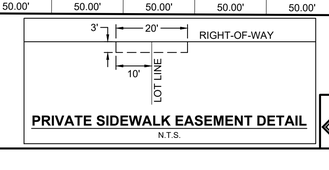


KEY MAP
N.T.S.



CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	49.67'	50.00'	56°55'02"	N61°49'28"E	47.65
C2	28.86'	50.00'	33°04'27"	N49°54'11"E	28.46
C3	157.08'	100.00'	90°00'00"	S45°16'59"W	141.42

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C4	157.08'	100.00'	90°00'00"	N44°43'01"W	141.42
C5	218.03'	270.00'	46°15'59"	S22°51'00"E	212.15
C6	258.40'	320.00'	46°15'59"	S22°51'00"E	251.44



PRIVATE SIDEWALK EASEMENT DETAIL
N.T.S.

50' ESMT #3 ORB 2348, PG 340

- THIS PLAT PREPARED BY -

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DESIGN/DRAWN: SMG/RMB
DRAWING#11453302_300_002-005
PROJECT# 11453.02

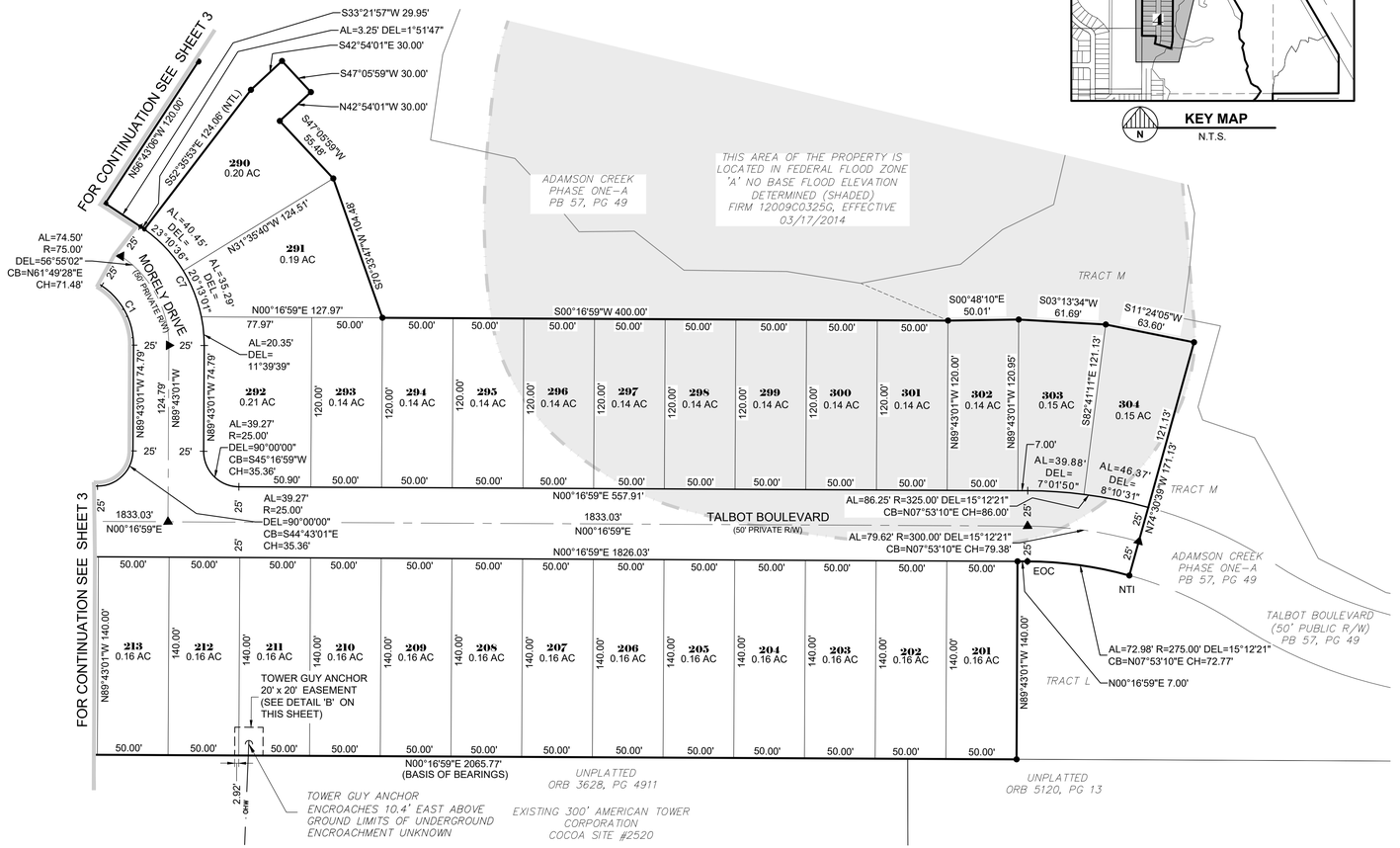
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ADAMSON CREEK PHASE ONE-C

PLAT BOOK _____, PAGE _____
SHEET 4 OF 5
SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST

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PRELIMINARY PLAT





SURVEY SYMBOL LEGEND

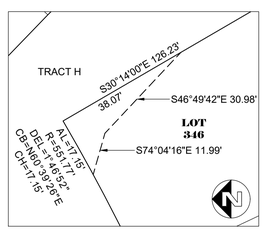
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ABBREVIATIONS

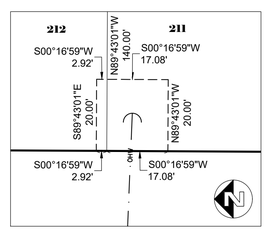
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PG(S)	PAGE(S)
R	RADIUS
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S	SOUTH
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50 0 25 50
1 INCH = 50 FEET

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DRAINAGE EASEMENT DETAIL 'A'
SCALE 1" = 20'



TOWER GUY ANCHOR EASEMENT DETAIL 'B'
SCALE 1" = 20'

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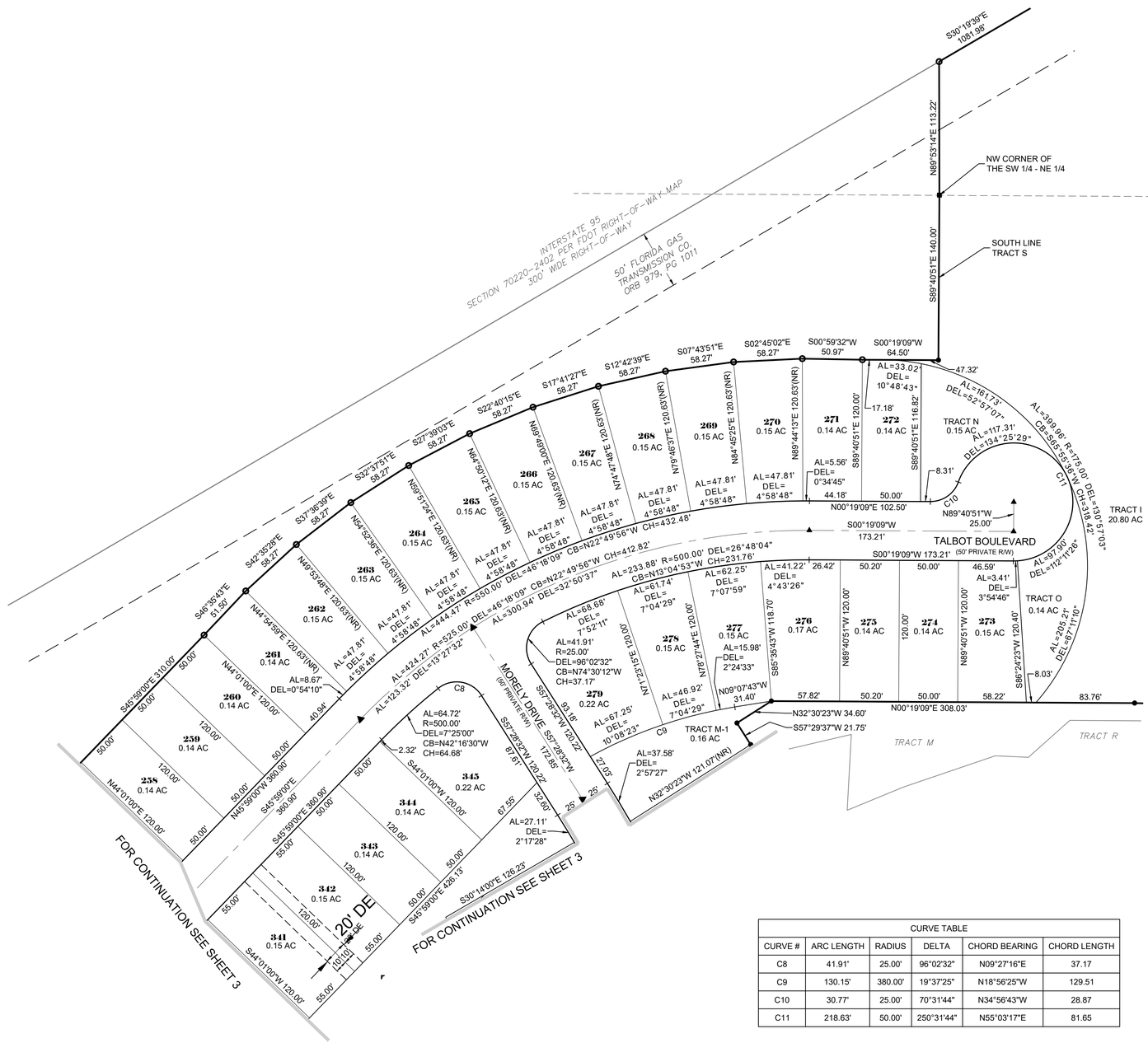
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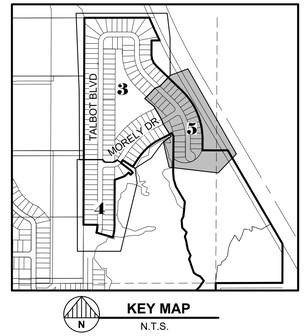
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PLAT BOOK _____, PAGE _____
SHEET 5 OF 5
SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST

ADAMSON CREEK PHASE ONE-C

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PRELIMINARY PLAT





KEY MAP
N.T.S.

SURVEY SYMBOL LEGEND

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- 1/4 SECTION CORNER; MARKED AS NOTED
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- FOUND (FD) 1/2" IRON ROD AND CAP (IRC); STAMPED "LB3608", UNLESS OTHERWISE NOTED
- SET PRM 5/8" IRON ROD AND CAP (IRC); STAMPED "PRM LB4905", UNLESS OTHERWISE NOTED
- PERMANENT CONTROL POINT(PCP); SET MAG NAIL AND DISK STAMPED "PCP LB4905", UNLESS OTHERWISE NOTED

ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
(NR)	NOT RADIAL
AC	ACRES
AL	ARC LENGTH
BOC	BEGINNING OF CURVE
CB	CHORD BEARING
CDD	CENTRAL DRAINAGE DISTRICT
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
DEL	CENTRAL/DELTA ANGLE
DE	PRIVATE DRAINAGE EASEMENT
E	EAST
EOC	END OF CURVE
ESMT	EASEMENT
FD	FOUND
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FT	FOOT/FEET
LB	LICENSED BUSINESS
N	NORTH
NTI	NON-TANGENT INTERSECTION
NTS	NOT TO SCALE
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PKD	PARKER-KALEN NAIL AND DISK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PRC	POINT OF REVERSE CURVATURE
PG(S)	PAGE(S)
R	RADIUS
R/W	RIGHT-OF-WAY
SEC	SECTION
S	SOUTH
W	WEST

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C8	41.91'	25.00'	96°02'32"	N09°27'16"E	37.17
C9	130.15'	380.00'	19°37'25"	N18°56'25"W	129.51
C10	30.77'	25.00'	70°31'44"	N34°56'43"W	28.87
C11	218.63'	50.00'	250°31'44"	N55°03'17"E	81.65

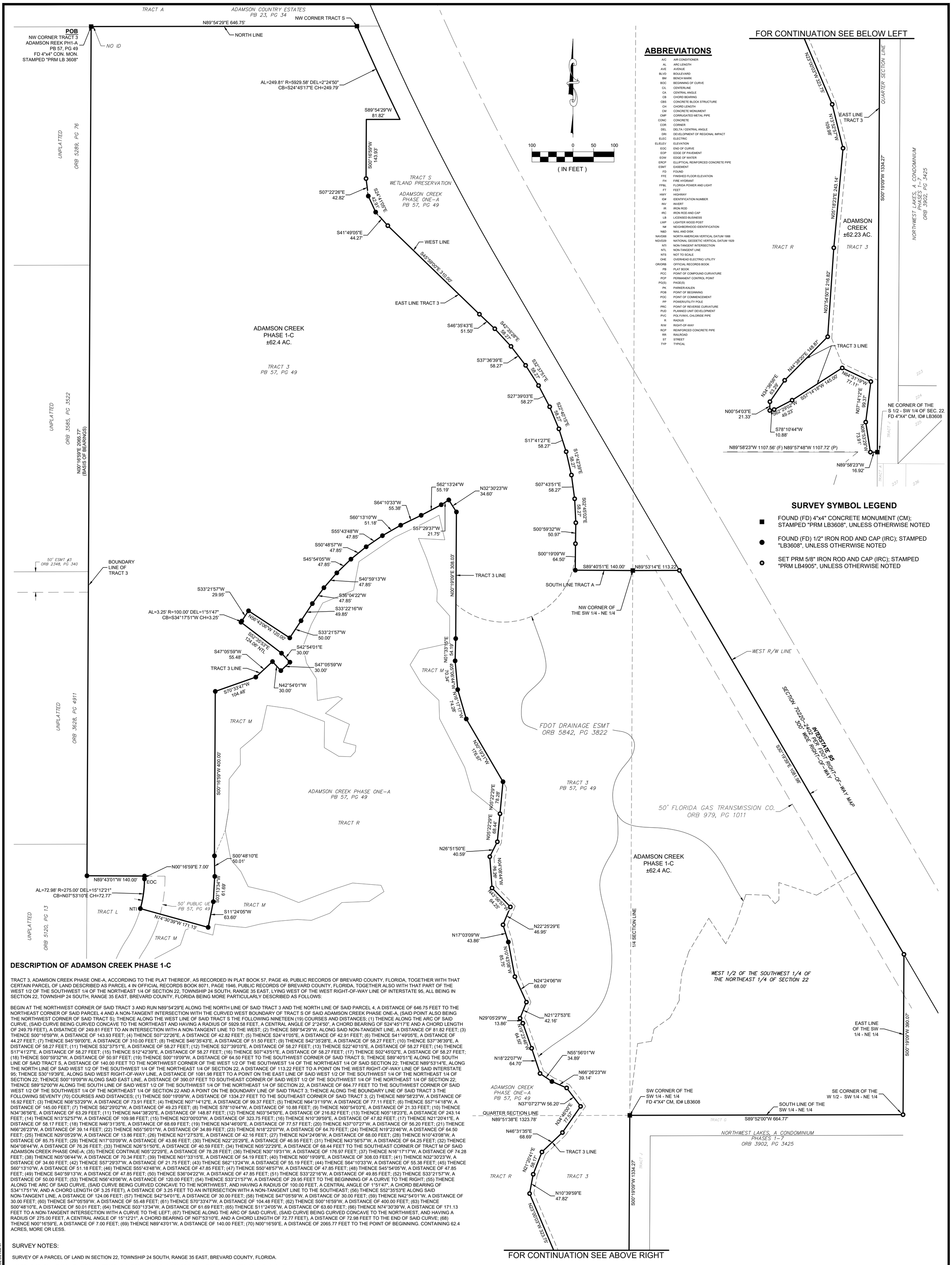
50 0 25 50
1 INCH = 50 FEET

- THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 08/20/2020
DESIGN/DRAWN: SMG/RMB
DRAWING#1145302_300_002-005
PROJECT# 11453.02

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ABBREVIATIONS

A/C	AIR CONDITIONER
AL	ARC LENGTH
AVE	AVENUE
BLVD	BOULEVARD
BM	BENCH MARK
BOC	BEGINNING OF CURVE
C/L	CENTERLINE
CA	CENTRAL ANGLE
CB	CHORD BEARING
CBS	CONCRETE BLOCK STRUCTURE
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
COR	CORNER
DEL	DELTA / CENTRAL ANGLE
DRI	DEVELOPMENT OF REGIONAL IMPACT
ELEC	ELECTRIC
EL/ELEV	ELEVATION
EOC	END OF CURVE
EOP	EDGE OF PAVEMENT
EOW	EDGE OF WATER
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
ESMT	EASEMENT
FD	FOUND
FFE	FINISHED FLOOR ELEVATION
FH	FIRE HYDRANT
FP&L	FLORIDA POWER AND LIGHT
FT	FEET
HWY	HIGHWAY
ID#	IDENTIFICATION NUMBER
INV	INVERT
IR	IRON ROD
IRC	IRON ROD AND CAP
LB	LICENSED BUSINESS
LWP	LIGHTER WOOD POST
N#	NEIGHBORHOOD IDENTIFICATION
N&D	NAIL AND DISK
NAVD88	NORTH AMERICAN VERTICAL DATUM 1988
NGVD29	NATIONAL GEODETIC VERTICAL DATUM 1929
NTI	NON-TANGENT INTERSECTION
NTL	NON-TANGENT LINE
NTS	NOT TO SCALE
OHE	OVERHEAD ELECTRIC/ UTILITY
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PG(S)	PAGE(S)
PK	PARKER-KALEN
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PP	POWER/UTILITY POLE
PRC	POINT OF REVERSE CURVATURE
PUD	PLANNED UNIT DEVELOPMENT
PVC	POLYVINYL CHLORIDE PIPE
R	RADIUS
R/W	RIGHT-OF-WAY
RCP	REINFORCED CONCRETE PIPE
RR	RAILROAD
ST	STREET
TYP	TYPICAL

SURVEY SYMBOL LEGEND

- ■ FOUND (FD) 4"x4" CONCRETE MONUMENT (CM); STAMPED "PRM LB3608", UNLESS OTHERWISE NOTED
- ● FOUND (FD) 1/2" IRON ROD AND CAP (IRC); STAMPED "LB3608", UNLESS OTHERWISE NOTED
- ○ SET PRM 5/8" IRON ROD AND CAP (IRC); STAMPED "PRM LB4905", UNLESS OTHERWISE NOTED

DESCRIPTION OF ADAMSON CREEK PHASE 1-C

TRACT 3, ADAMSON CREEK PHASE ONE-A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER WITH THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 4 IN OFFICIAL RECORDS BOOK 8071, PAGE 1946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER ALSO WITH THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 95, ALL BEING IN SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT 3 AND RUN N89°54'29"E ALONG THE NORTH LINE OF SAID TRACT 3 AND THE NORTH LINE OF SAID PARCEL 4, A DISTANCE OF 646.75 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 4 AND A NON-TANGENT INTERSECTION WITH THE CURVED WEST BOUNDARY OF TRACT S OF SAID ADAMSON CREEK PHASE ONE-A, (SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID TRACT S); THENCE ALONG THE WEST LINE OF SAID TRACT S THE FOLLOWING NINETEEN (19) COURSES AND DISTANCES; (1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 5929.58 FEET, A CENTRAL ANGLE OF 2°24'50", A CHORD BEARING OF S24°45'17"E AND A CHORD LENGTH OF 249.79 FEET), A DISATNCE OF 249.81 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE WEST; (2) THENCE S89°54'29"W, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 81.82 FEET; (3) THENCE S00°16'59"W, A DISTANCE OF 143.93 FEET; (4) THENCE S07°22'26"E, A DISTANCE OF 42.82 FEET; (5) THENCE S24°41'05"E, A DISTANCE OF 42.91 FEET; (6) THENCE S41°49'05"E, A DISTANCE OF 44.27 FEET; (7) THENCE S45°59'00"E, A DISTANCE OF 310.00 FEET; (8) THENCE S46°35'43"E, A DISTANCE OF 51.50 FEET; (9) THENCE S42°35'28"E, A DISTANCE OF 58.27 FEET; (10) THENCE S37°36'39"E, A DISTANCE OF 58.27 FEET; (11) THENCE S32°37'51"E, A DISTANCE OF 58.27 FEET; (12) THENCE S27°39'03"E, A DISTANCE OF 58.27 FEET; (13) THENCE S22°40'15"E, A DISTANCE OF 58.27 FEET; (14) THENCE S17°41'27"E, A DISTANCE OF 58.27 FEET; (15) THENCE S12°42'39"E, A DISTANCE OF 58.27 FEET; (16) THENCE S07°43'51"E, A DISTANCE OF 58.27 FEET; (17) THENCE S02°45'02"E, A DISTANCE OF 58.27 FEET; (18) THENCE S00°59'32"W, A DISTANCE OF 50.97 FEET; (19) THENCE S00°19'09"W, A DISTANCE OF 64.50 FEET TO THE SOUTHWEST CORNER OF SAID TRACT S; THENCE S89°40'51"E ALONG THE SOUTH LINE OF SAID TRACT S, A DISTANCE OF 140.00 FEET TO THE NORTHWEST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE N89°53'14"E, ALONG THE NORTH LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, A DISTANCE OF 113.22 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID INTERSTATE 95; THENCE S30°19'39"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1081.98 FEET TO A POINT ON THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22; THENCE S00°19'09"W ALONG SAID EAST LINE, A DISTANCE OF 390.07 FEET TO SOUTHEAST CORNER OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22; THENCE S89°52'00"W ALONG THE SOUTH LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, A DISTANCE OF 664.77 FEET TO THE SOUTHWEST CORNER OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22 AND A POINT ON THE BOUNDARY LINE OF SAID TRACT 3; THENCE ALONG THE BOUNDARY LINE OF SAID TRACT 3 THE FOLLOWING SEVENTY (70) COURSES AND DISTANCES; (1) THENCE S00°19'09"W, A DISTANCE OF 1334.27 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 3; (2) THENCE N89°58'23"W, A DISTANCE OF 16.92 FEET; (3) THENCE N08°53'26"W, A DISTANCE OF 73.91 FEET; (4) THENCE N07°14'12"E, A DISTANCE OF 99.37 FEET; (5) THENCE N64°31'19"W, A DISTANCE OF 77.11 FEET; (6) THENCE S57°14'18"W, A DISTANCE OF 145.00 FEET; (7) THENCE S62°29'02"W, A DISTANCE OF 49.23 FEET; (8) THENCE S78°10'44"W, A DISTANCE OF 10.88 FEET; (9) THENCE N00°54'03"E, A DISTANCE OF 21.33 FEET; (10) THENCE N34°36'56"E, A DISTANCE OF 63.29 FEET; (11) THENCE N44°38'20"E, A DISTANCE OF 148.87 FEET; (12) THENCE N03°54'50"E, A DISTANCE OF 216.82 FEET; (13) THENCE N05°18'23"E, A DISTANCE OF 243.14 FEET; (14) THENCE N13°52'57"W, A DISTANCE OF 109.98 FEET; (15) THENCE N23°00'03"W, A DISTANCE OF 323.75 FEET; (16) THENCE N10°39'59"E, A DISTANCE OF 47.82 FEET; (17) THENCE N21°20'41"E, A DISTANCE OF 58.17 FEET; (18) THENCE N46°31'35"E, A DISTANCE OF 68.69 FEET; (19) THENCE N34°46'00"E, A DISTANCE OF 77.57 FEET; (20) THENCE N37°07'27"W, A DISTANCE OF 56.20 FEET; (21) THENCE N66°26'23"W, A DISTANCE OF 39.14 FEET; (22) THENCE N55°56'01"W, A DISTANCE OF 34.89 FEET; (23) THENCE N18°22'07"W, A DISTANCE OF 64.70 FEET; (24) THENCE N19°23'46"W, A DISTANCE OF 64.50 FEET; (25) THENCE N29°05'29"W, A DISTANCE OF 13.86 FEET; (26) THENCE N21°27'53"E, A DISTANCE OF 42.16 FEET; (27) THENCE N24°24'06"W, A DISTANCE OF 68.00 FEET; (28) THENCE N10°43'08"W, A DISTANCE OF 85.75 FEET; (29) THENCE N17°03'09"W, A DISTANCE OF 43.86 FEET; (30) THENCE N22°25'29"E, A DISTANCE OF 46.95 FEET; (31) THENCE N43°56'57"W, A DISTANCE OF 64.25 FEET; (32) THENCE N04°08'44"W, A DISTANCE OF 76.26 FEET; (33) THENCE N26°51'50"E, A DISTANCE OF 40.59 FEET; (34) THENCE N05°22'29"E, A DISTANCE OF 68.44 FEET TO THE SOUTHEAST CORNER OF TRACT M OF SAID ADAMSON CREEK PHASE ONE-A; (35) THENCE CONTINUE N05°22'29"E, A DISTANCE OF 78.28 FEET; (36) THENCE N30°19'31"W, A DISTANCE OF 176.97 FEET; (37) THENCE N16°17'17"W, A DISTANCE OF 74.28 FEET; (38) THENCE N05°06'44"W, A DISTANCE OF 70.34 FEET; (39) THENCE N01°33'15"E, A DISTANCE OF 54.19 FEET; (40) THENCE N00°19'09"E, A DISTANCE OF 308.03 FEET; (41) THENCE N32°30'23"W, A DISTANCE OF 34.60 FEET; (42) THENCE S57°29'37"W, A DISTANCE OF 21.75 FEET; (43) THENCE S62°13'24"W, A DISTANCE OF 55.19 FEET; (44) THENCE S64°10'33"W, A DISTANCE OF 55.38 FEET; (45) THENCE S60°13'10"W, A DISTANCE OF 51.18 FEET; (46) THENCE S55°43'48"W, A DISTANCE OF 47.85 FEET; (47) THENCE S50°48'57"W, A DISTANCE OF 47.85 FEET; (48) THENCE S45°54'05"W, A DISTANCE OF 47.85 FEET; (49) THENCE S40°59'13"W, A DISTANCE OF 47.85 FEET; (50) THENCE S36°04'22"W, A DISTANCE OF 47.85 FEET; (51) THENCE S33°22'16"W, A DISTANCE OF 49.85 FEET; (52) THENCE S33°21'57"W, A DISTANCE OF 50.00 FEET; (53) THENCE N56°43'06"W, A DISTANCE OF 120.00 FEET; (54) THENCE S33°21'57"W, A DISTANCE OF 29.95 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; (55) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 1°51'47", A CHORD BEARING OF S34°17'51"W, AND A CHORD LENGTH OF 3.25 FEET), A DISTANCE OF 3.25 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTHEAST; (56) THENCE S52°35'53"E ALONG SAID NON-TANGENT LINE, A DISTANCE OF 124.06 FEET; (57) THENCE S42°54'01"E, A DISTANCE OF 30.00 FEET; (58) THENCE S47°05'59"W, A DISTANCE OF 30.00 FEET; (59) THENCE N42°54'01"W, A DISTANCE OF 30.00 FEET; (60) THENCE S47°05'59"W, A DISTANCE OF 55.48 FEET; (61) THENCE S70°33'47"W, A DISTANCE OF 104.48 FEET; (62) THENCE S00°16'59"W, A DISTANCE OF 400.00 FEET; (63) THENCE S00°48'10"E, A DISTANCE OF 50.01 FEET; (64) THENCE S03°13'34"W, A DISTANCE OF 61.69 FEET; (65) THENCE S11°24'05"W, A DISTANCE OF 63.60 FEET; (66) THENCE N74°30'39"W, A DISTANCE OF 171.13 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT; (67) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 15°12'21", A CHORD BEARING OF N07°53'10"E, AND A CHORD LENGTH OF 72.77 FEET), A DISTANCE OF 72.98 FEET TO THE END OF SAID CURVE; (68) THENCE N00°16'59"E, A DISTANCE OF 7.00 FEET; (69) THENCE N89°43'01"W, A DISTANCE OF 140.00 FEET; (70) N00°16'59"E, A DISTANCE OF 2065.77 FEET TO THE POINT OF BEGINNING. CONTAINING 62.4 ACRES, MORE OR LESS.

SURVEY NOTES:

SURVEY OF A PARCEL OF LAND IN SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.

IMPROVEMENTS AND/OR UTILITIES, WHETHER ABOVEGROUND OR UNDERGROUND, ARE NOT LOCATED OR SHOWN ON THIS SURVEY.

BEARING REFERENCE: ASSUMED BEARING OF N00°16'59"E ON THE WEST LINE OF TRACT 3, ADAMSON CREEK PHASE ONE-A, RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

THIS SURVEY IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE.

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNLESS ELECTRONICALLY SIGNED AND SEALED IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 472.025.

THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR SURVEYS AS REQUIRED BY FLORIDA STATUTES CHAPTER 472 AND THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

DATE OF LAST FIELD WORK: 2/28/20

8	
7	
6	
5	
4	
3	
2 CORRECTED TYPOGRAPHICAL ERROR IN DESCRIPTION	08/11/2020
1 CORRECTED ACREAGE IN DESCRIPTION AND GRAPHICS	07/10/2020

DESIGN/DRAWN: LEH/EAK **DATE:** 06/10/2020

B.S.E. CONSULTANTS, INC.
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CERTIFICATE OF PROFESSIONAL ENGINEERS
BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING
BUSINESS AUTHORIZATION: LB0004905

ADAMSON CREEK PH1-C

BOUNDARY SURVEY

SCOTT M. GLAUBITZ
PROFESSIONAL LAND SURVEYOR
FLORIDA LICENSE NUMBER 4151

LESLIE E. HOWARD
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER 5611

PROJECT NO. 11453.02

DRAWING NO. 1145302_100_001

SHEET 1 of 1

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ADAMSON CREEK

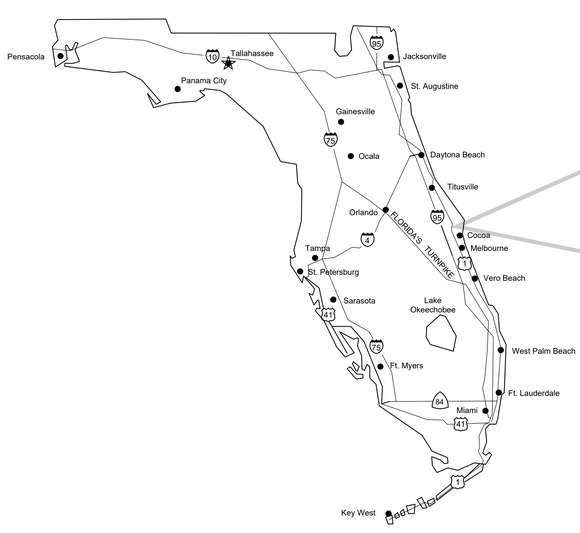
PHASE ONE-C

LANDSCAPE PLAN

SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST

CITY OF COCOA, BREVARD COUNTY, FLORIDA

SHEET INDEX		
SHEET #	DRAWING #	SHEET TITLE
1	1145302_401_001	COVER SHEET
2	1145302_401_002	GENERAL LANDSCAPE PLAN AND NOTES
3	1145302_401_003	GENERAL LANDSCAPE PLAN
4	1145302_401_004	GENERAL LANDSCAPE PLAN AND DETAILS





LOCATION MAP
NTS

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PAL BAY, FL. 32907
(321) 953-3135

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CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905

VERTICAL DATUM: NGVD29
CONVERSION FROM NGVD29 TO NAVD88: SUBTRACT 1.38' FROM NGVD29

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BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

8	
7	
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2	CITY COMMENTS
1	CITY COMMENTS 08/10/2020
0	CITY COMMENTS 08/10/2020
DATE:	07/31/20
DESIGN/DRAWN:	SMG/RMB

2	08/19/20
1	08/13/20
0	08/13/20

PROJECT TITLE
ADAMSON CREEK PHASE ONE-C

SHEET TITLE
COVER SHEET

PROJECT NO.
11453.02

DRAWING NO.
1145302_401_001

SHEET
1 of 4

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SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

PLANT LIST

BROADLEAF DECIDUOUS

QUANTITY	CODE NAME	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	
8	CV	CALLISTEMON VIMINALIS	WEEPING BOTTLEBRUSH	2.5" CAL. MIN.	
43	LI	LAGERSTROEMIA INDICA	CRAPE MYRTLE	30 GAL. MIN., MULTI-TRUNK	

BROADLEAF EVERGREEN

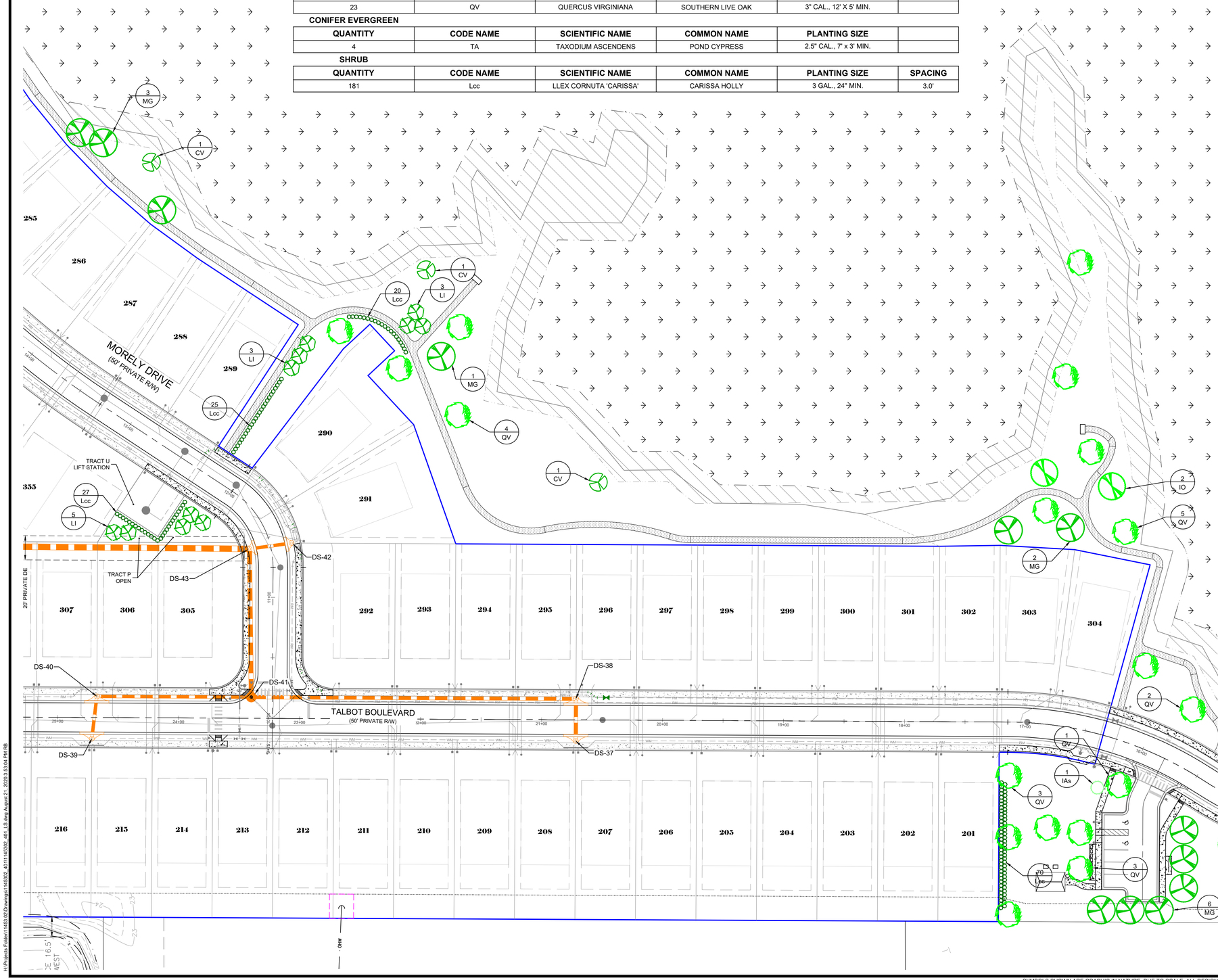
QUANTITY	CODE NAME	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	
8	IAs	LLEX ATTENUATA 'SAVANNAH'	SAVANNAH HOLLY	2.5"-CAL. MIN.	
6	IO	LLEX OPACA	AMERICAN HOLLY	2.5" CAL. MIN., SINGLE TRUNK	
16	MG	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	3" CAL., 12' x 5' MIN.	
23	QV	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL., 12' X 5' MIN.	

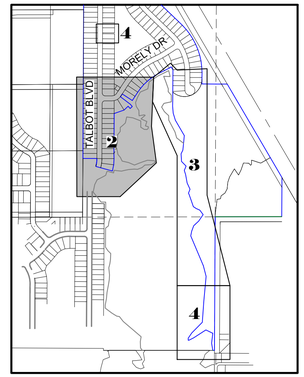
CONIFER EVERGREEN

QUANTITY	CODE NAME	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	
4	TA	TAXODIUM ASCENDENS	POND CYPRESS	2.5" CAL., 7' x 3' MIN.	

SHRUB

QUANTITY	CODE NAME	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	SPACING
181	Lcc	LLEX CORNUTA 'CARISSA'	CARISSA HOLLY	3 GAL., 24" MIN.	3.0'





KEY MAP
N.T.S.

LANDSCAPE INSTALLATION NOTES:

1. PONDS #5 AND #6 HAVE BEEN CONSTRUCTED DURING PHASE ONE-A.
2. NO CLEARING OR CONSTRUCTION IS ALLOWED WITHIN THE WETLAND CONSERVATION AREA.
3. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND BASE INFORMATION PRIOR TO INITIATION PLANTING INSTALLATION. ALL EXISTING PLANTING SHALL REMAIN INTACT AND UNDISTURBED UNLESS OTHERWISE NOTED ON THE PLANS.
4. CONTRACTOR SHALL NOTIFY ALL NECESSARY UTILITY COMPANIES 72 HOURS MINIMUM PRIOR TO DIGGING FOR VERIFICATION OF ALL UNDERGROUND UTILITIES, IRRIGATION AND ALL OTHER OBSTACLES AND COORDINATE WITH OWNERS REPRESENTATIVE PRIOR TO INITIATING OPERATIONS. DRAWINGS ARE PREPARED ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARING THESE DOCUMENTS.
5. CONTRACTOR SHALL FAMILIARIZE THEMSELVES WITH EXISTING: SITE CONDITIONS PRIOR TO INITIATING PLANTING. ALL EXISTING SITE FAYING, LANDSCAPE AND OTHER ELEMENTS TO REMAIN SHALL BE PRESERVED AND PROTECTED FROM DAMAGE UNLESS OTHERWISE NOTED.
6. UNLESS OTHERWISE NOTED, THE LIMITS OF CONSTRUCTION ARE THE CLEARING LIMITS NOTED ON THE DRAWINGS. (REFERENCE CIVIL DRAWINGS)
7. REPORT ANY DISCREPANCIES BETWEEN THE CONSTRUCTION DRAWINGS AND FIELD CONDITIONS TO THE OWNER'S REPRESENTATIVE IMMEDIATELY.
8. LANDSCAPE CONTRACTOR SHALL COORDINATE ALL WORK WITH RELATED CONTRACTORS AND THE GENERAL CONSTRUCTION OF THE PROJECT IN ORDER NOT TO IMPEDE THE PROGRESS OF THE WORK OF OTHERS OR THE CONTRACTOR'S OWN WORK.
9. CONTRACTOR SHALL BE RESPONSIBLE TO REPLACE ALL PORTIONS OF EXISTING LAWN DAMAGED WHILE COMPLETING PLANTING INSTALLATION WITH SAME GRASS SPECIES TO THE SATISFACTION OF THE OWNER & REPRESENTATIVE.
10. ALL PLANT MATERIAL SHALL 6E FLORIDA NO. I OR BETTER AS OUTLINED UNDER "GRADES AND STANDARDS FOR NURSERY PLANTS, PART 1, 1998, STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, TALLAHASSEE, FLORIDA, AND ANY AMENDMENTS THERETO.
11. ALL TREES AND PLANT MATERIAL SHALL BE PLANTED IN ACCORDANCE WITH THE SPECIFICATIONS DESCRIBED IN THE STATE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF FORESTRY, "TREE PROTECTION MANUAL FOR BUILDING AND DEVELOPMENT 1980, AND ANY AMENDMENTS THERETO. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIALS AND ALL MATERIALS AS CALLED FOR ON THE LANDSCAPE PLANS, THE LIST OF PLANT QUANTITIES ACCOMPANYING, THE PLANS SHALL BE USED AS A GUIDE ONLY. IF A VARIATION OCCURS BETWEEN THE PLANS AND THE PLANT LIST, IMMEDIATELY CONTACT THE LANDSCAPE ARCHITECT.
12. THE LANDSCAPE CONTRACTOR SHALL ENSURE ADEQUATE VERTICAL DRAINAGE IN ALL PLANTING BEDS AND PLANTERS. VERTICAL DRILLING: THROUGH ANY COMPACTED FILL TO NATIVE SOIL SHALL BE ACCOMPLISHED TO AID DRAINAGE.
13. ALL PLANT BEDS AND TREE WELLS SHALL BE FREE OF DE MATERIALS, TRASH, DEBRIS, ROAD BASE MATERIALS AND THE LIKE. BEDS TO BE TOP DRESSED WITH ACCEPTABLE MULCH TO A DEPTH OF 3' (THREE INCHES).
14. NO TREES SHALL BE PLANTED CLOSER THAT 3 FEET (3' FROM THE EDGE OF PAVEMENT TO ALLOW ADEQUATE TREE TRUNK PROTECTION.
15. LANDSCAPE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR STABILITY AND PLUM CONDITION OF ALL TREES AND SHALL BE LEGALLY LIABLE FOR ANY DAMAGE CAUSED BY THE INSTALLATION OF ANY PLANT MATERIAL.
16. SOD SHALL BE FREE OF WEEDS AND PESTS. IT SHALL 6>BE LAID EVENLY AND ROLLED, WITH TIGHT FITTING JOINTS. SOD SHALL CONTAIN MOIST SOIL WHICH DOES NOT FALL APART OR TEAR WHEN LIFTED. ALL AREAS NOT PAVED OR OTHERWISE LANDSCAPED SHALL BE SODDED. SOD SPECIES SHALL 6E MATCHED TO EXISTING SPECIES ON SITE. SEEDED AREAS ADJACENT TO TEMPORARY PARKING LOT SHALL BE BAHIA, FREE OF NOXIOUS WEEDS, MULCHED SUFFICIENTLY TO PROTECT AND ENHANCE GERMINATION. ANY DISCREPANCIES ARE TO BE DISCUSSED WITH THE LANDSCAPE ARCHITECT.
17. ALL TREES SHALL HAVE ALL SIX FEET (6') CLEAR TRUNK UNLESS OTHERWISE SPECIFIED.
18. SIZES NOTED ON PLANT LIST ARE MINIMUM. INCREASE SIZE IF NECESSARY, TO CONFORM TO PLANT SIZE AND SPECIFICATIONS.
19. ANY TREE WITH A 'Y' SHAFE FORMED TRUNK (PRIMARY LIMB STRUCTURE) WILL 6E REJECTED.
20. LANDSCAPE CONTRACTOR SHALL FIELD STAKE THE LOCATION OF ALL PLANT MATERIAL PRIOR TO INITIATING INSTALLATION FOR THE REVIEW AND APPROVAL OF THE OWNERS REPRESENTATIVE AND/OR LANDSCAPE ARCHITECT.
21. LANDSCAPE CONTRACTOR SHALL FIELD ADJUST LOCATION OF PLANT MATERIAL AS NECESSARY TO AVOID DAMAGE TO ALL EXISTING UNDERGROUND UTILITIES AND OR EXISTING ABOVE GROUND ELEMENTS. ALL CHANGES REQUIRED SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE OR THE LANDSCAPE ARCHITECT.
22. ANY SUBSTITUTIONS IN SIZE AND OR PLANT MATERIAL MUST BE APPROVED BY THE LANDSCAPE ARCHITECT. ALL PLANTS WILL BE SUBJECT TO APPROVAL BY LANDSCAPE ARCHITECT AND/OR OWNER'S REPRESENTATIVE BEFORE THE PLANTING CAN BEGIN.
23. CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS, PLANT LIST, AND THE GENERAL NOTES FOR LANDSCAPE PLANTING INSTRUCTIONS.
24. LANDSCAPE CONTRACTOR SHALL COORDINATE ALL PLANTING WORK WITH IRRIGATION WORK LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HAND WATERING AS REQUIRED BY PLANT NEEDS OR REQUESTS OF OWNER'S REPRESENTATIVE TO SUPPLEMENT REGULAR IRRIGATION OR RAINFALL, REGARDLESS OF STATUS OF EXISTING OR PROPOSED IRRIGATION.
25. LANDSCAPE CONTRACTOR SHALL CLEAN THE WORK AREAS AT THE END OF EACH WORKING DAY. RUBBISH AND DEBRIS SHALL BE COLLECTED AND DEPOSITED OFF-SITE DAILY. ALL MATERIALS, PRODUCTS AND EQUIPMENT SHALL BE STORED IN AN ORGANIZED FASHION AS DIRECTED BY THE OWNER'S REPRESENTATIVE.
26. LANDSCAPE CONTRACTOR SHALL REGRADE ALL AREAS DISTURBED BY PLANT REMOVAL, RELOCATION, OR INSTALLATION WORK. LANDSCAPE CONTRACTOR SHALL REPLACE (BY EQUAL SIZE AND QUALITY) ANY AND ALL EXISTING PLANT MATERIAL DISTURBED OR DAMAGED BY PLANT REMOVAL, RELOCATION AND OR INSTALLATION WORK

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CERTIFICATE OF LAND SURVEYING
BUSINESS AUTHORIZATION: LB0004905

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STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

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(IN FEET)
VERTICAL DATUM: NGVD29

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7	CITY COMMENTS	08/19/20
8	CITY COMMENTS 08/10/2020	08/13/20
9	CITY COMMENTS 08/10/2020	08/13/20
	DATE:	07/31/20
	DESIGN/DRAWN:	SMG/RMB

PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

GENERAL LANDSCAPE PLAN AND NOTES

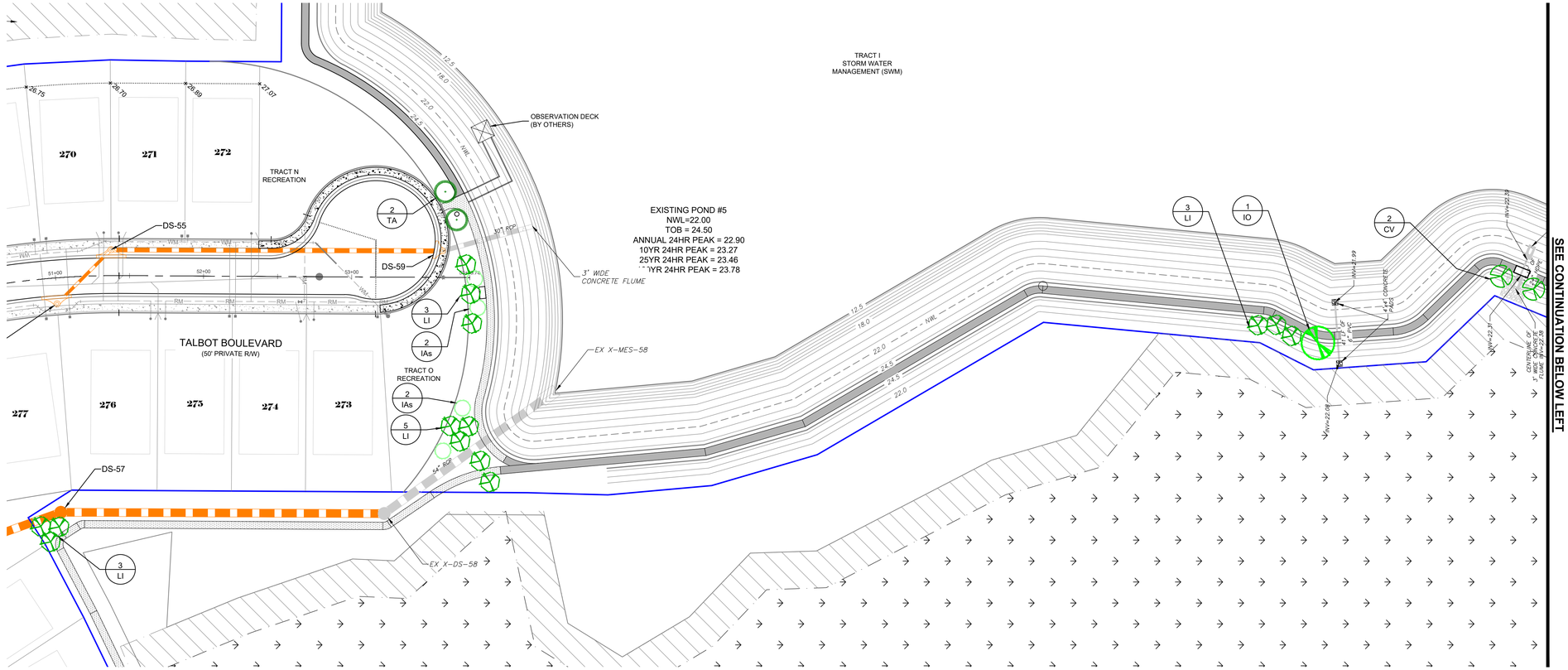
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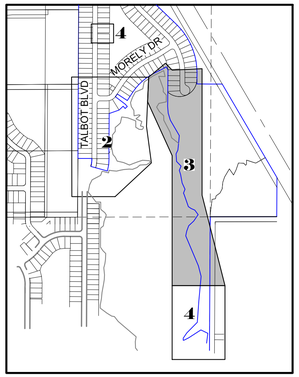
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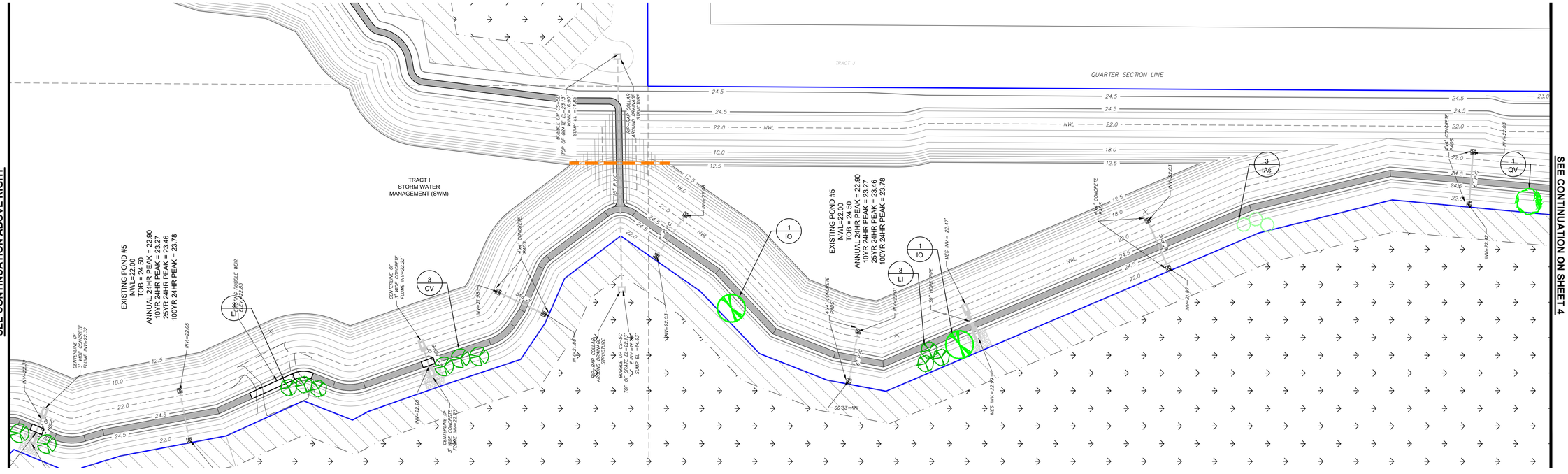
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SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.







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PROJECT TITLE

ADAMSON CREEK PHASE ONE-C

SHEET TITLE

GENERAL LANDSCAPE PLAN

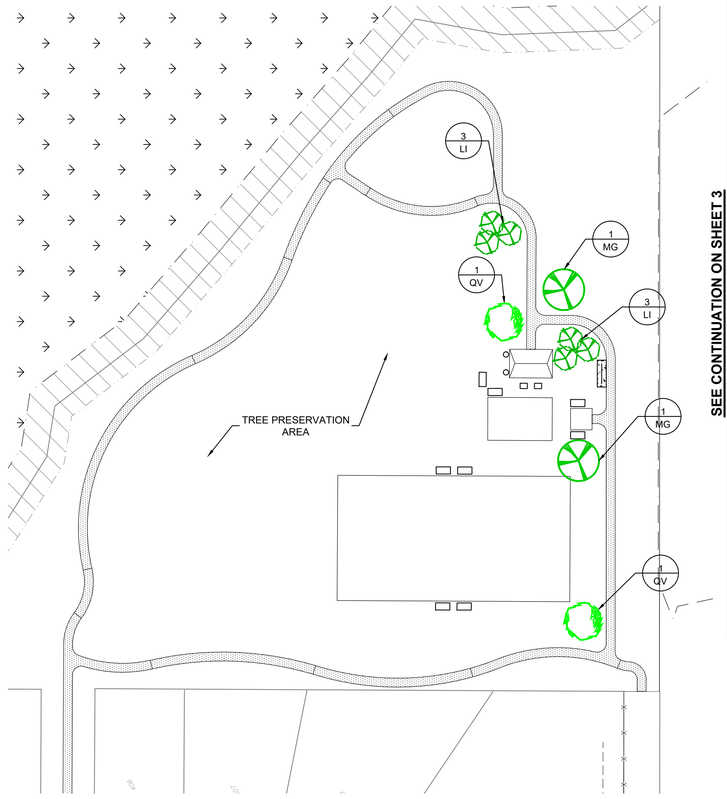
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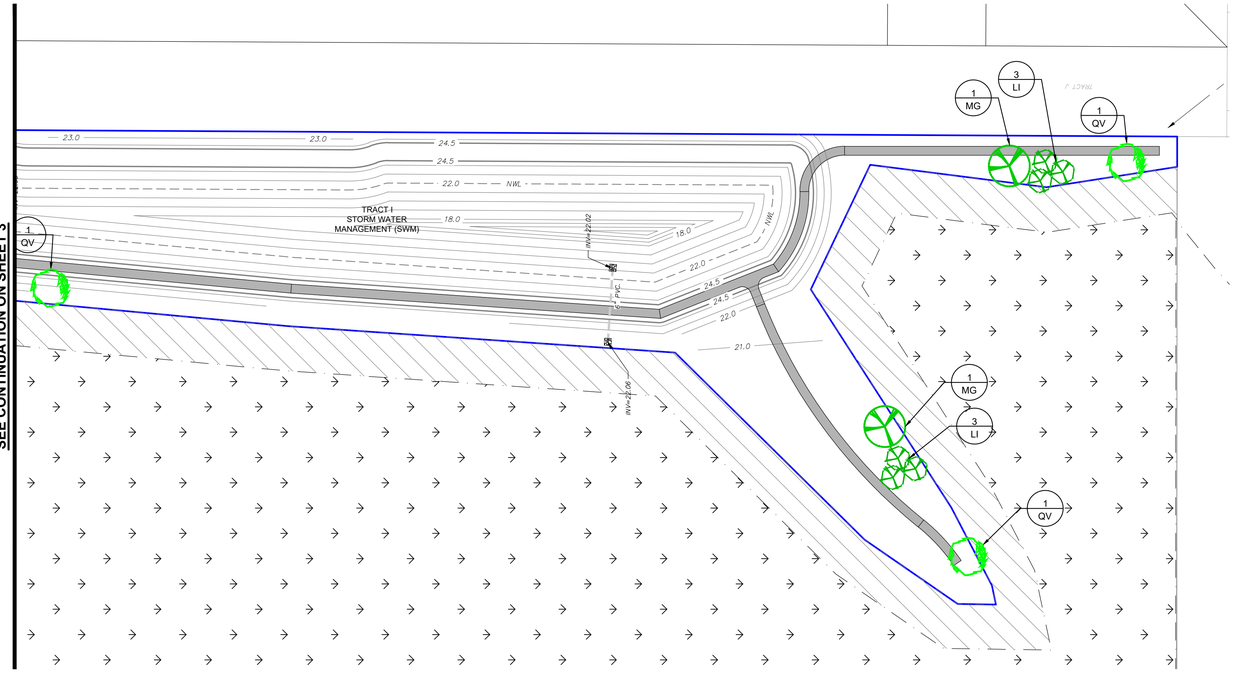
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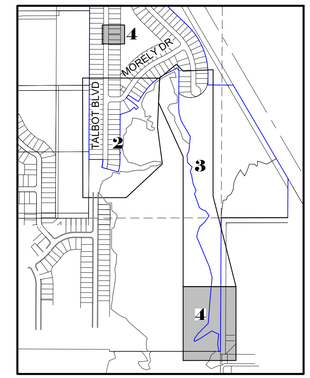
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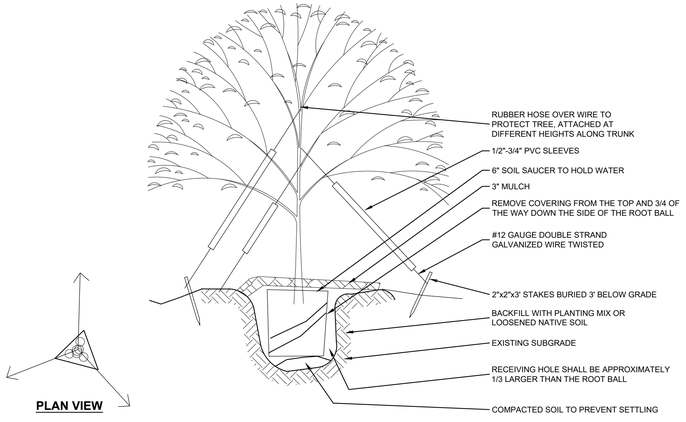


TRACT M - AMENITIES AREA
SCALE 1" = 40'



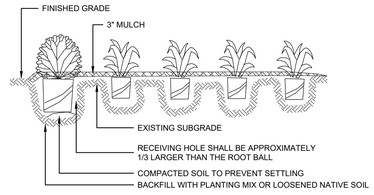


KEY MAP
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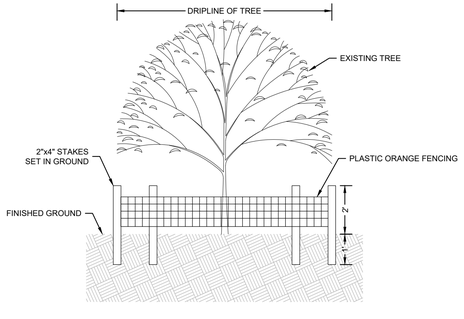
PLAN VIEW

LARGE PLANTING AND STAKING DETAIL
N.T.S.

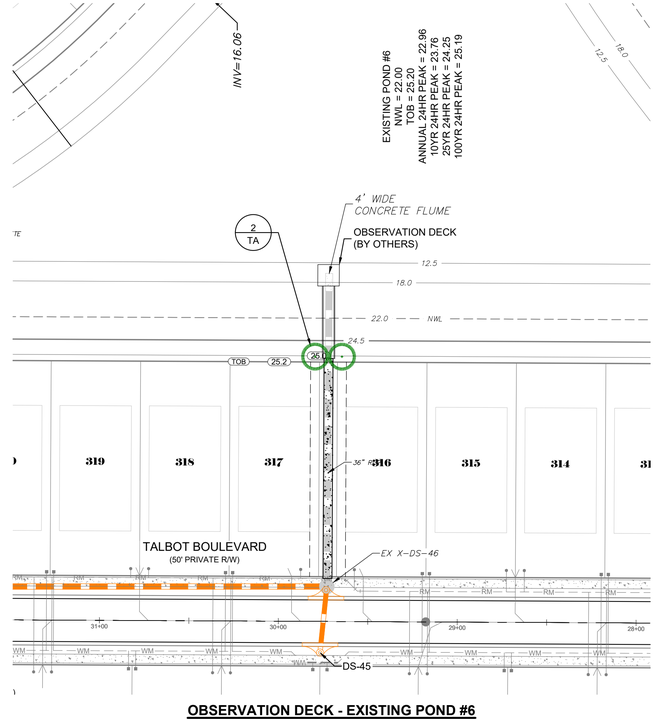


NOTE: SHRUBS SHALL BE PLANTED A MINIMUM OF 1" AND NO MORE
THAN 2" ABOVE FINISH GRADE DEPENDING UPON SITE CONDITIONS.

SHRUB AND GROUND COVER PLANTING DETAIL
N.T.S.



TREE PROTECTION DURING CONSTRUCTION
N.T.S.



OBSERVATION DECK - EXISTING POND #6
SCALE 1" = 40'

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PROJECT TITLE
ADAMSON CREEK PHASE ONE-C

SHEET TITLE
GENERAL LANDSCAPE PLAN AND DETAILS

PROJECT NO.
11453.02

DRAWING NO.
1145302_401_004

SHEET
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ADAMSON CREEK PHASE ONE-C

A REPLAT OF (TRACT 3, ADAMSON CREEK PHASE ONE-A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER WITH THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 4 IN OFFICIAL RECORDS BOOK 8071, PAGE 1946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER ALSO WITH THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST), CITY OF COCOA, BREVARD COUNTY, FLORIDA

PRELIMINARY PLAT

PLAT NOTES:

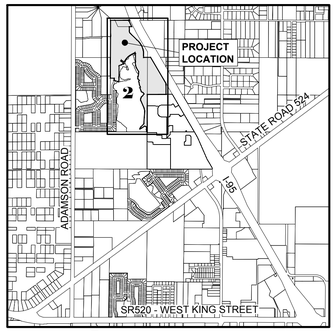
1. BEARING REFERENCE: ASSUMED BEARING OF N00°16'59"E ON THE WEST LINE OF TRACT 3, ADAMSON CREEK PHASE ONE-A, RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
2. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES, CHAPTER 177.091(8) AND 177.091(9).
3. LOT LINES ARE RADIAL UNLESS OTHERWISE NOTED.
4. ALL PLATTED PUBLIC UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
5. THE FOLLOWING EASEMENTS ARE HEREBY GRANTED:
   a. A PUBLIC EASEMENT 10 FEET WIDE, ACROSS THE FRONT OF ALL LOTS AND TRACTS CONTIGUOUS WITH AND ADJACENT TO THE PRIVATE ROAD RIGHTS-OF-WAY DEDICATED BY THIS PLAT, IS RESERVED FOR THE INSTALLATION OF FLORIDA POWER AND LIGHT (FP&L) FACILITIES, POTABLE WATER, RECLAIMED WATER, PRIVATE DRAINAGE, AND OTHER PUBLIC UTILITIES UNLESS OTHERWISE NOTED.
   b. AN EASEMENT TO THE CITY OF COCOA AND BREVARD COUNTY FOR EMERGENCY ACCESS FOR INGRESS/EGRESS OVER ALL PRIVATE ROAD RIGHTS-OF-WAY, PRIVATE DRAINAGE EASEMENTS AND STORM WATER MANAGEMENT TRACTS.
   c. AN EASEMENT TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT OVER ALL PRIVATE ROAD RIGHTS-OF-WAY, DRAINAGE EASEMENTS AND TRACTS FOR ACCESS TO ADJOINING CONSERVATION TRACTS AND CONSERVATION EASEMENTS.
6. ALL LOT DRAINAGE IS PRIVATE AND IS THE RESPONSIBILITY OF THE INDIVIDUAL HOMEOWNER TO MAINTAIN SAID PRIVATE DRAINAGE WITHIN THEIR HOME SITE. THIS DOES NOT INCLUDE DRAINAGE PIPES WITHIN THE PRIVATE DRAINAGE EASEMENTS AS SHOWN HEREON.
8. THE PRIVATE DRAINAGE EASEMENTS SHOWN HEREON SHALL BE FOR THE INSTALLATION, OPERATION, MAINTENANCE, AND ACCESS TO THE STORM WATER FACILITIES WITHIN THE PLAT BOUNDARY.
9. WHERE PRIVATE SIDEWALKS ARE LOCATED WITHIN LOTS OR TRACTS SHOWN HEREON, SUCH LOTS AND TRACTS SHALL BE SUBJECT TO A PRIVATE SIDEWALK EASEMENT HEREBY DEDICATED TO ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC. TO ACCOMMODATE SUCH SIDEWALK, FOR THE SOLE PURPOSE OF MAINTAINING AND REPAIRING THE PRIVATE SIDEWALKS WITHIN SAID PRIVATE SIDEWALK EASEMENTS. NOTWITHSTANDING THE FOREGOING, ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC. SHALL NOT BE RESPONSIBLE, OBLIGATED OR REQUIRED IN ANY MANNER TO CONSTRUCT SIDEWALKS IN WHOLE OR PART WITHIN THE LANDS PLATTED HEREUNDER. ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC. SHALL NOT BE RESPONSIBLE FOR THE REPAIR OR THE REPLACEMENT OF ANY IRRIGATION FACILITIES OR LANDSCAPING WITHIN THE AREA BETWEEN THE PRIVATE RIGHT-OF-WAY AND THE PRIVATE SIDEWALK EASEMENT THAT MAY BE DAMAGED AS A RESULT OF MAINTENANCE AND REPAIR OF SIDEWALKS WITHIN SAID PRIVATE SIDEWALK EASEMENTS.
10. TRACT H AND TRACT I ARE HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR STORM WATER MANAGEMENT, DRAINAGE, OPEN SPACE, LANDSCAPE AND RECREATION AMENITIES.
11. TRACT M-1 IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR DRAINAGE, OPEN SPACE AND RECREATION AMENITIES.
12. TRACT N IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR UTILITIES, OPEN SPACE AND RECREATION AMENITIES.
13. TRACT O IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR DRAINAGE, UTILITIES, OPEN SPACE AND RECREATION AMENITIES.
14. TRACT W IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR OPEN SPACE AND RECREATION AMENITIES.
15. TRACT U IS HEREBY DEDICATED TO THE CITY OF COCOA FOR A SANITARY LIFT STATION. THIS TRACT IS INTENDED TO BE CONVEYED TO BREVARD COUNTY BY THE CITY OF COCOA FOR THE OPERATION, MAINTENANCE, AND ACCESS TO THE SANITARY LIFT STATION. UPON TRANSFER OF THIS TRACT TO BREVARD COUNTY, THEY SHALL NO LONGER BE SUBJECT TO THE TERMS AND CONDITIONS OF THIS PLAT. IN THE EVENT THAT OWNERSHIP OF THIS TRACT IS NOT TRANSFERRED TO BREVARD COUNTY, IT SHALL BE OWNED AND MAINTAINED BY THE CITY OF COCOA.
16. TRACT V IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY, THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR THE CONSERVATION OF PRESERVED WETLANDS AND UPLANDS AND PASSIVE RECREATIONAL USE. NO ALTERATION OR FILLING IS ALLOWED IN TRACT V. TRACT V IS SUBJECT TO A CONSERVATION EASEMENT IN FAVOR OF THE ST JOHNS RIVER WATER MANAGEMENT DISTRICT PURSUANT TO SECTION 704.06, FLORIDA STATUTES.
17. THE PRIVATE RIGHTS-OF-WAY FOR TALBOT BOULEVARD AND MORELY DRIVE ARE HEREBY DEDICATED TO THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR VEHICULAR AND PEDESTRIAN ACCESS IN CONNECTION WITH THE DEVELOPMENT
18. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN FLORIDA DEPARTMENT OF TRANSPORTATION DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 5842, PAGE 3822, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

TRACT DATA TABLE / OPEN SPACE CALCULATION

TRACT ID	AREA (±ACRES)	AREA (±PERCENT)	TRACT USE	OWNERSHIP AND MAINTENANCE	COMMON OPEN SPACE CREDIT
H	3.84	6.15%	STORM WATER MANAGEMENT, DRAINAGE, OPEN SPACE, LANDSCAPE AND RECREATION AMENITIES	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	3.84
I	20.80	33.33%	STORM WATER MANAGEMENT, DRAINAGE, OPEN SPACE, LANDSCAPE AND RECREATION AMENITIES	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	7.89
M-1	0.16	0.26%	DRAINAGE, OPEN SPACE AND RECREATION AMENITIES	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	0.16
N	0.15	0.24%	UTILITIES, OPEN SPACE AND RECREATION AMENITIES	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	0.15
O	0.14	0.22%	DRAINAGE, UTILITIES, OPEN SPACE AND RECREATION AMENITIES	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	0.14
U	0.04	0.06%	SANITARY LIFT STATION	CITY OF COCOA	0.00
V	6.85	10.98%	WETLAND PRESERVATION, UPLAND BUFFER AND OPEN SPACE	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	3.37
W	0.05	0.08%	OPEN SPACE AND RECREATION AMENITIES	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	
N/A	24.90	39.90%	RESIDENTIAL DEVELOPMENT (155 LOTS)		0.00
N/A	5.47	8.78%	PRIVATE RIGHT-OF-WAY	ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.	0.00
	62.4	100.00%	**TOTAL PUD BOUNDARY**		
		25.00%	REQUIRED OPEN SPACE (25% OF 62.4 AC)		15.60
			PROVIDED COMMON OPEN SPACE		15.60



KEY MAP
N.T.S.



LOCATION MAP
NTS

DESCRIPTION OF ADAMSON CREEK PHASE ONE-C

TRACT 3, ADAMSON CREEK PHASE ONE-A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER WITH THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 4 IN OFFICIAL RECORDS BOOK 8071, PAGE 1946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER ALSO WITH THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 95, ALL BEING IN SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT 3 AND RUN N89°54'29"E ALONG THE NORTH LINE OF SAID TRACT 3 AND THE NORTH LINE OF SAID PARCEL 4, A DISTANCE OF 646.75 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 4 AND A NON-TANGENT INTERSECTION WITH THE CURVED WEST BOUNDARY OF TRACT S OF SAID ADAMSON CREEK PHASE ONE-A, (SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID TRACT S); THENCE ALONG THE WEST LINE OF SAID TRACT S THE FOLLOWING NINETEEN (19) COURSES AND DISTANCES; (1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 5929.58 FEET, A CENTRAL ANGLE OF 2°24'50", A CHORD BEARING OF S24°45'17"E AND A CHORD LENGTH OF 249.79 FEET), A DISATNCE OF 249.81 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE WEST; (2) THENCE S89°54'29"W, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 81.82 FEET; (3) THENCE S00°16'59"W, A DISTANCE OF 143.93 FEET; (4) THENCE S07°22'26"E, A DISTANCE OF 42.82 FEET; (5) THENCE S24°41'05"E, A DISTANCE OF 42.91 FEET; (6) THENCE S41°49'05"E, A DISTANCE OF 44.27 FEET; (7) THENCE S45°59'00"E, A DISTANCE OF 310.00 FEET; (8) THENCE S46°35'43"E, A DISTANCE OF 51.50 FEET; (9) THENCE S42°35'28"E, A DISTANCE OF 58.27 FEET; (10) THENCE S37°36'39"E, A DISTANCE OF 58.27 FEET; (11) THENCE S32°37'51"E, A DISTANCE OF 58.27 FEET; (12) THENCE S27°39'03"E, A DISTANCE OF 58.27 FEET; (13) THENCE S22°40'15"E, A DISTANCE OF 58.27 FEET; (14) THENCE S17°41'27"E, A DISTANCE OF 58.27 FEET; (15) THENCE S12°42'39"E, A DISTANCE OF 58.27 FEET; (16) THENCE S07°43'51"E, A DISTANCE OF 58.27 FEET; (17) THENCE S02°45'02"E, A DISTANCE OF 58.27 FEET; (18) THENCE S00°59'32"W, A DISTANCE OF 50.97 FEET; (19) THENCE S00°19'09"W, A DISTANCE OF 64.50 FEET TO THE SOUTHWEST CORNER OF SAID TRACT S; THENCE S89°40'51"E ALONG THE SOUTH LINE OF SAID TRACT S, A DISTANCE OF 140.00 FEET TO THE NORTHWEST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE N89°53'14"E, ALONG THE NORTH LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, A DISTANCE OF 113.22 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID INTERSTATE 95; THENCE S30°19'39"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1081.98 FEET TO A POINT ON THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22; THENCE S00°19'09"W ALONG SAID EAST LINE, A DISTANCE OF 390.07 FEET TO SOUTHEAST CORNER OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22; THENCE S89°52'00"W ALONG THE SOUTH LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, A DISTANCE OF 664.77 FEET TO THE SOUTHWEST CORNER OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22 AND A POINT ON THE BOUNDARY LINE OF SAID TRACT 3; THENCE ALONG THE BOUNDARY LINE OF SAID TRACT 3 THE FOLLOWING SEVENTY (70) COURSES AND DISTANCES; (1) THENCE S00°19'09"W, A DISTANCE OF 1334.27 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 3; (2) THENCE N89°58'23"W, A DISTANCE OF 16.92 FEET; (3) THENCE N08°53'29"W, A DISTANCE OF 73.91 FEET; (4) THENCE N07°14'12"E, A DISTANCE OF 99.37 FEET; (5) THENCE N64°31'19"W, A DISTANCE OF 77.11 FEET; (6) THENCE S67°14'18"W, A DISTANCE OF 145.00 FEET; (7) THENCE S62°29'02"W, A DISTANCE OF 49.23 FEET; (8) THENCE S78°10'44"W, A DISTANCE OF 10.88 FEET; (9) THENCE N00°54'03"E, A DISTANCE OF 21.33 FEET; (10) THENCE N34°36'56"E, A DISTANCE OF 63.29 FEET; (11) THENCE N44°38'20"E, A DISTANCE OF 148.87 FEET; (12) THENCE N03°54'50"E, A DISTANCE OF 216.82 FEET; (13) THENCE N05°18'23"E, A DISTANCE OF 243.14 FEET; (14) THENCE N13°52'57"W, A DISTANCE OF 109.98 FEET; (15) THENCE N23°00'03"W, A DISTANCE OF 323.75 FEET; (16) THENCE N10°39'59"E, A DISTANCE OF 47.82 FEET; (17) THENCE N21°20'41"E, A DISTANCE OF 58.17 FEET; (18) THENCE N46°31'35"E, A DISTANCE OF 68.69 FEET; (19) THENCE N34°46'00"E, A DISTANCE OF 77.57 FEET; (20) THENCE N37°07'27"W, A DISTANCE OF 56.20 FEET; (21) THENCE N66°26'23"W, A DISTANCE OF 39.14 FEET; (22) THENCE N55°56'01"W, A DISTANCE OF 34.89 FEET; (23) THENCE N18°22'07"W, A DISTANCE OF 64.70 FEET; (24) THENCE N19°23'46"W, A DISTANCE OF 64.80 FEET; (25) THENCE N29°05'29"W, A DISTANCE OF 13.86 FEET; (26) THENCE N21°27'53"E, A DISTANCE OF 42.16 FEET; (27) THENCE N24°24'06"W, A DISTANCE OF 68.00 FEET; (28) THENCE N10°43'08"W, A DISTANCE OF 85.75 FEET; (29) THENCE N17°03'09"W, A DISTANCE OF 43.86 FEET; (30) THENCE N22°25'29"E, A DISTANCE OF 46.95 FEET; (31) THENCE N43°56'57"W, A DISTANCE OF 64.25 FEET; (32) THENCE N04°08'44"W, A DISTANCE OF 76.26 FEET; (33) THENCE N26°51'50"E, A DISTANCE OF 40.59 FEET; (34) THENCE N05°22'29"E, A DISTANCE OF 68.44 FEET TO THE SOUTHEAST CORNER OF TRACT M OF SAID ADAMSON CREEK PHASE ONE-A; (35) THENCE CONTINUE N05°22'29"E, A DISTANCE OF 78.28 FEET; (36) THENCE N30°19'31"W, A DISTANCE OF 176.97 FEET; (37) THENCE N16°17'17"W, A DISTANCE OF 74.28 FEET; (38) THENCE N05°06'44"W, A DISTANCE OF 70.34 FEET; (39) THENCE N01°33'15"E, A DISTANCE OF 54.19 FEET; (40) THENCE N00°19'09"E, A DISTANCE OF 308.03 FEET; (41) THENCE N32°30'23"W, A DISTANCE OF 34.60 FEET; (42) THENCE S67°29'37"W, A DISTANCE OF 21.75 FEET; (43) THENCE S62°13'24"W, A DISTANCE OF 55.19 FEET; (44) THENCE S64°10'33"W, A DISTANCE OF 55.38 FEET; (45) THENCE S60°13'10"W, A DISTANCE OF 51.18 FEET; (46) THENCE S55°43'48"W, A DISTANCE OF 47.85 FEET; (47) THENCE S50°48'57"W, A DISTANCE OF 47.85 FEET; (48) THENCE S45°54'05"W, A DISTANCE OF 47.85 FEET; (49) THENCE S40°59'13"W, A DISTANCE OF 47.85 FEET; (50) THENCE S36°04'22"W, A DISTANCE OF 47.85 FEET; (51) THENCE S33°22'16"W, A DISTANCE OF 49.85 FEET; (52) THENCE S33°21'57"W, A DISTANCE OF 50.00 FEET; (53) THENCE N56°43'06"W, A DISTANCE OF 120.00 FEET; (54) THENCE S33°21'57"W, A DISTANCE OF 29.95 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; (55) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 1°51'47", A CHORD BEARING OF S34°17'51"W, AND A CHORD LENGTH OF 3.25 FEET), A DISTANCE OF 3.25 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTHEAST; (56) THENCE S52°35'53"E ALONG SAID NON-TANGENT LINE, A DISTANCE OF 124.06 FEET; (57) THENCE S42°54'01"E, A DISTANCE OF 30.00 FEET; (58) THENCE S47°05'59"W, A DISTANCE OF 30.00 FEET; (59) THENCE N42°54'01"W, A DISTANCE OF 30.00 FEET; (60) THENCE S47°05'59"W, A DISTANCE OF 55.48 FEET; (61) THENCE S70°33'47"W, A DISTANCE OF 104.48 FEET; (62) THENCE S00°16'59"W, A DISTANCE OF 400.00 FEET; (63) THENCE S00°48'10"E, A DISTANCE OF 50.01 FEET; (64) THENCE S03°13'34"W, A DISTANCE OF 61.69 FEET; (65) THENCE S11°24'05"W, A DISTANCE OF 63.60 FEET; (66) THENCE N74°30'39"W, A DISTANCE OF 171.13 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT; (67) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 15°12'21", A CHORD BEARING OF N07°53'10"E, AND A CHORD LENGTH OF 72.77 FEET), A DISTANCE OF 72.98 FEET TO THE END OF SAID CURVE; (68) THENCE N00°16'59"E, A DISTANCE OF 7.00 FEET; (69) THENCE N89°43'01"W, A DISTANCE OF 140.00 FEET; (70) N00°16'59"E, A DISTANCE OF 2065.77 FEET TO THE POINT OF BEGINNING. CONTAINING 62.4 ACRES, MORE OR LESS.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

- THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE (321) 253-1010 FAX (321) 253-7096
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 08/17/2020
DESIGN/DRAWN: SMG/RMB
DRAWING#1145302_300_001
PROJECT# 11453.02

H:\Projects Folder\11453.02\Drawings\1145302_300\1145302_300_001.dwg August 17, 2020 9:55:31 AM fh

PLAT BOOK _____, PAGE _____
SHEET 1 OF 5
SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, the Corporation named below, being the owner in fee simple of the lands described in

ADAMSON CREEK PHASE ONE-C

Hereby dedicates to the City of Cocoa, Florida a perpetual public easement over and across the private rights-of-way of Talbot Boulevard and Morely Drive for ingress and egress for emergency vehicles. No other easements are dedicated or granted to the public, it being the intention of the undersigned that all streets, roads, and other easements and common areas be privately owned and maintained and that the public and City of Cocoa, Florida have no right and/or interest therein.

By:_____
Daniel J. Liparini, Assistant Secretary

SEAL

Attest:_____
Printed Name:

Attest:_____
Printed Name:

D.R. HORTON, INC., A DELAWARE CORPORATION
1430 CULVER DRIVE
PALM BAY, FLORIDA 32934

STATE OF FLORIDA COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ____ physical presence ____ or online notarization, this _____ by Daniel J. Liparini, Assistant Secretary of the above named corporation incorporated under the laws of State of Florida, on behalf of the company, who is personally known to me ___ or has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

_____ SEAL
NOTARY PUBLIC
My Comm. Expires _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed professional surveyor and mapper, does hereby certify that on 02/28/2020 he completed a boundary survey of the lands shown on the foregoing plat; and that said plat was prepared under his direction and supervision and that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, and that said lands are located in the City of Cocoa, Brevard County, Florida.

_____ Registration Number 5611
LESLIE E. HOWARD
B.S.E. Consultants, Inc.
312 South Harbor City Boulevard, Suite #4
Melbourne, Fla. 32901
Certificate of Authorization Number: LB-0004905

CERTIFICATE OF COUNTY SURVEYOR

I HEREBY CERTIFY, That I have reviewed the foregoing plat and find that it is in conformity with Chapter 177, part 1, Florida Statutes.

_____
J. Barry. Cabannis
Reg. Florida Surveyor & Mapper #4524
Reviewing Surveyor for the City of Cocoa

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS IS TO CERTIFY, That on _____, the foregoing plat was approved by the City Council of the City of Cocoa, Florida.

_____
Jake Williams, Jr., MAYOR

ATTEST: _____
Carie Shealy, CITY CLERK

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Part 1, Florida Statutes, and was filed for record on _____ at _____;

File No. _____

ATTEST: _____
Clerk of the Circuit Court in and for Brevard County, Fla.

ADAMSON CREEK PHASE ONE-C

A REPLAT OF (TRACT 3, ADAMSON CREEK PHASE ONE-A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER WITH THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 4 IN OFFICIAL RECORDS BOOK 8071, PAGE 1946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER ALSO WITH THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST), CITY OF COCOA, BREVARD COUNTY, FLORIDA

PRELIMINARY PLAT

PLAT BOOK _____, PAGE _____
SHEET 2 OF 5
SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST

1 INCH = 100 FEET

FOR CONTINUATION SEE RIGHT

FOR CONTINUATION SEE ABOVE LEFT

NORTHWEST LAKES, A CONDOMINIUM PHASES 1-7 ORB 3902, PG 3425

NE CORNER OF THE S 1/2 - SW 1/4 OF SEC. 22, FD 4"X4" CM, ID# LB3608

QUARTER SECTION LINE

EAST LINE TRACT I

TRACT I 20.80 AC

ADAMSON CREEK PHASE ONE-C ±62.4 AC.

TRACT I LINE

ADAMSON CREEK PHASE ONE-A PB 57, PG 49

TRACT R

TRACT J

TRACT A

N89°58'23"W 16.92'

N23°00'03"W 323.75'

N13°52'57"W 109.98'

N05°18'23"E 243.14'

N03°54'50"E 216.82'

N44°38'20"E 146.87'

N34°38'56"E 63.29'

N00°54'03"E 21.33'

S78°10'44"W 10.88'

N07°14'12"E 99.37'

N64°31'19"W 77.11'

N08°53'29"W 73.91'

S27°14'18"W 145.00'

S62°29'02"W 49.23'

N89°58'23"W 1107.56' (F)
N89°57'48"W 1107.72' (P)

S00°19'09"W 1334.27'

223 224 225 236 237

INTERSTATE 95 SECTION 70220-2402 PER FDOT RIGHT-OF-WAY MAP 300' WIDE RIGHT-OF-WAY

WEST R/W LINE

S00°19'09"W 1081.88'

850.41'

50' FLORIDA GAS TRANSMISSION CO. ORB 979, PG 1011

231.57'

S00°19'09"W 390.07'

EAST LINE OF THE SW 1/4 - NE 1/4

SE CORNER OF THE W 1/2 - SW 1/4 - NE 1/4

S59°40'10"W 110.78'

WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22

N71°28'22"W 96.69'
S00°00'55"E 42.62'
S47°01'40"W 12.94'
N40°05'54"W 26.69'
N87°49'02"W 53.80'
S18°40'41"W 73.27'
S26°41'47"W 56.63'
N33°36'54"W 74.55'
S30°52'45"W 94.45'
S17°44'07"W 55.72'
S06°26'51"W 57.34'
S01°36'18"E 8.26'
S28°17'15"W 48.42'
S54°32'35"W 47.24'
S12°05'16"W 30.45'
S80°27'49"W 34.23'
S00°04'37"W 21.22'
S07°01'09"W 154.45'

TRACT V 6.85 AC

SOUTH LINE OF THE SW 1/4 - NE 1/4

S89°52'00"W 664.77'

TRACT G NORTHWEST LAKES, A CONDOMINIUM PHASES 1-7 ORB 3902, PG 3425

SW CORNER OF THE SW 1/4 - NE 1/4 FD 4"X4" CM, ID# LB3608

ADAMSON CREEK PHASE ONE-C ±62.4 AC.

1/4 SECTION LINE

NW CORNER OF THE SW 1/4 - NE 1/4

N89°53'14"E 113.22'

SOUTH LINE TRACT S

S89°40'51"E 140.00'

S00°19'09"W 64.50'

S00°59'32"W 50.97'

S02°45'02"E 58.27'

S07°43'51"E 58.27'

S12°42'39"E 58.27'

S17°41'27"E 58.27'

S22°40'15"E 58.27'

S27°39'03"E 58.27'

S32°37'51"E 58.27'

S37°36'39"E 58.27'

S42°35'28"E 58.27'

S46°35'43"E 51.50'

S00°19'09"W 47.32'

TRACT N 0.15 AC

AL=399.96' R=175.00' DEL=130°57'03" CB=N65°55'36"E CH=318.42'

TRACT O 0.14 AC

FDOT DRAINAGE ESMT ORB 5842, PG 3822

TRACT I 20.80 AC

TRACT I 20.80 AC

WEST LINE TRACT I

N30°19'31"W 176.97'

N16°17'17"W 74.28'

N01°33'15"E 54.19'

83.76'

N00°19'09"E 308.03'

N32°30'23"W 34.60'

TRACT M-1 (0.16 AC)

S57°29'37"W 21.75'

S62°13'24"W 55.19'

S64°10'33"W 55.38'

S60°13'10"W 51.18'

S55°43'48"W 47.85'

S50°48'57"W 47.85'

TRACT M

N05°06'44"W 70.34'

N05°22'29"E 78.28'

N04°08'44"W 76.26'

N26°51'50"E 40.59'

N05°22'29"E 68.44'

N10°43'08"W 85.75'

N24°24'06"W 68.00'

N17°03'09"W 43.86'

N22°25'29"E 46.95'

N43°56'57"W 64.25'

N37°07'27"W 56.20'

N66°26'23"W 39.14'

N55°56'01"W 34.89'

N18°22'07"W 64.70'

N19°23'46"W 64.50'

N29°05'29"W 13.86'

N21°27'53"E 42.16'

N21°20'41"E 58.17'

N46°31'35"E 68.69'

N34°46'00"E 77.57'

N23°00'03"W 323.75'

N10°39'59"E 47.82'

TRACT R

QUARTER SECTION LINE N89°51'38"E 1323.78'

INTERSTATE 95 SECTION 70220-2402 PER FDOT RIGHT-OF-WAY MAP 300' WIDE RIGHT-OF-WAY

WEST R/W LINE

TRACT S

WETLAND PRESERVATION

ADAMSON CREEK PHASE ONE-A PB 57, PG 49

S45°59'09"E 310.00'

TALBOT BOULEVARD (50' PRIVATE R/W)

WEST LINE

AL=249.81' R=5929.58' DEL=2°24'50" CB=S24°45'17"E CH=249.79'

S89°54'29"W 81.82'

S07°22'26"E 42.82'

S00°16'59"W 143.93'

S41°49'05"E 44.27'

S24°41'05"E 42.91'

NW CORNER TRACT S

ADAMSON COUNTRY ESTATES PB 23, PG 34

N89°54'29"E 646.75'

NORTH LINE

TRACT A

ADAMSON CREEK PHASE 1-C ±62.4 AC.

TRACT H 3.84 AC

TRACT U 0.04 AC

TRACT W 0.05 AC

MORELY DRIVE (50' PRIVATE R/W)

AL=44.55'

S00°48'10"E 50.01'

S03°13'34"W 61.69'

S11°24'05"W 63.60'

S00°16'59"W 400.00'

TALBOT BOULEVARD (50' PRIVATE R/W)

N4°30'39"W 171.13'

TRACT M

ADAMSON CREEK PHASE ONE-A PB 57, PG 49

EOC

NTI

AL=72.98' R=275.00' DEL=15°12'21" CB=N07°53'10"E CH=72.77'

N00°16'59"E 7.00'

N89°43'01"W 140.00'

TRACT L

TALBOT BOULEVARD (50' PUBLIC R/W) PB 57, PG 49

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THIS AREA OF THE PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE 'A' NO BASE FLOOD ELEVATION DETERMINED (SHADED) FIRM 12009C0325G, EFFECTIVE 03/17/2014

ADAMSON CREEK PHASE ONE-A PB 57, PG 49

TRACT R

TRACT M

ADAMSON CREEK PHASE ONE-A PB 57, PG 49

TRACT M

S33°21'57"W 50.00'
N56°43'06"W 120.00'
S33°22'16"W 49.85'

AL=3.25' R=100.00' DEL=1°51'47" CB=S34°17'51"W CH=3.25'

S52°35'53"E 124.06'
S42°54'01"E 30.00'
S47°05'59"W 30.00'
N42°54'01"W 30.00'
S47°05'59"W 55.48'

TALBOT BOULEVARD (50' PRIVATE R/W)

MORELY DRIVE (50' PRIVATE R/W)

TALBOT BLVD

MORELY DR

KEY MAP
N.T.S.

N00°16'59"E 2065.77'
(BASIS OF BEARINGS)

UNPLATTED ORB 5289, PG 76

UNPLATTED ORB 3585, PG 3522

50' ESMT #3 ORB 2348, PG 340

OHW

TOWER GUY ANCHOR ENCROACHES 10.4' EAST ABOVE GROUND LIMITS OF UNDERGROUND ENCROACHMENT UNKNOWN

UNPLATTED ORB 3628, PG 4911

EXISTING 300' AMERICAN TOWER CORPORATION COCOA SITE #2520

UNPLATTED ORB 5120, PG 13

POB
NW CORNER TRACT 3
ADAMSON REEK PH1-A
PB 57, PG 49
FD 4"x4" CON. MON.
STAMPED "PRM LB 3608"

SURVEY SYMBOL LEGEND

- SECTION CORNER; MARKED AS NOTED
- 1/4 SECTION CORNER; MARKED AS NOTED
- FOUND (FD) 4"X4" CONCRETE MONUMENT (CM); STAMPED "PRM LB3608", UNLESS OTHERWISE NOTED
- FOUND (FD) 1/2" IRON ROD AND CAP (IRC); STAMPED "LB3608", UNLESS OTHERWISE NOTED
- SET PRM 5/8" IRON ROD AND CAP (IRC); STAMPED "PRM LB4905", UNLESS OTHERWISE NOTED
- PERMANENT CONTROL POINT(PCP); SET MAG NAIL AND DISK STAMPED "PCP LB4905", UNLESS OTHERWISE NOTED
- FLOOD ZONE

ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
(NR)	NOT RADIAL
AC	ACRES
AL	ARC LENGTH
BOC	BEGINNING OF CURVE
CB	CHORD BEARING
CDD	CENTRAL DRAINAGE DISTRICT
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
DEL	CENTRAL/DELTA ANGLE
DE	PRIVATE DRAINAGE EASEMENT
E	EAST
EOC	END OF CURVE
ESMT	EASEMENT
FD	FOUND
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FT	FOOT/FEET
LB	LICENSED BUSINESS
N	NORTH
NTI	NON-TANGENT INTERSECTION
NTS	NOT TO SCALE
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
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PCP	PERMANENT CONTROL POINT
PKD	PARKER-KALEN NAIL AND DISK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PRC	POINT OF REVERSE CURVATURE
PG(S)	PAGE(S)
R	RADIUS
R/W	RIGHT-OF-WAY
SEC	SECTION
S	SOUTH
W	WEST

- THIS PLAT PREPARED BY -

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CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
(321) 253-1961 FAX (321) 253-7096
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CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 08/17/2020
DESIGN/DRAWN: SMG/RMB
DRAWING#1145302_300_002-005
PROJECT# 11453.02

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ADAMSON CREEK PHASE ONE-C

A REPLAT OF (TRACT 3, ADAMSON CREEK PHASE ONE-A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER WITH THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 4 IN OFFICIAL RECORDS BOOK 8071, PAGE 1946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER ALSO WITH THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST), CITY OF COCOA, BREVARD COUNTY, FLORIDA

PRELIMINARY PLAT

PLAT BOOK _____, PAGE _____
SHEET 3 OF 5
SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST

SURVEY SYMBOL LEGEND

- SECTION CORNER; MARKED AS NOTED
- 1/4 SECTION CORNER; MARKED AS NOTED
- FOUND (FD) 4"X4" CONCRETE MONUMENT (CM); STAMPED "PRM LB3608", UNLESS OTHERWISE NOTED
- FOUND (FD) 1/2" IRON ROD AND CAP (IRC); STAMPED "LB3608", UNLESS OTHERWISE NOTED
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- PERMANENT CONTROL POINT(PCP); SET MAG NAIL AND DISK STAMPED "PCP LB4905", UNLESS OTHERWISE NOTED

ABBREVIATIONS

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(NR)	NOT RADIAL
AC	ACRES
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S	SOUTH
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1 INCH = 50 FEET

POB
NW CORNER TRACT 3
ADAMSON REEK PH1-A
PB 57, PG 49
FD 4"x4" CON. MON.
STAMPED "PRM LB 3608"

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	49.67'	50.00'	56°55'02"	N61°49'28"E	47.65
C2	28.86'	50.00'	33°04'27"	N49°54'11"E	28.46
C3	157.08'	100.00'	90°00'00"	S45°16'59"W	141.42

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C4	157.08'	100.00'	90°00'00"	N44°43'01"W	141.42
C5	218.03'	270.00'	46°15'59"	S22°51'00"E	212.15
C6	258.40'	320.00'	46°15'59"	S22°51'00"E	251.44

PRIVATE SIDEWALK EASEMENT DETAIL
N.T.S.

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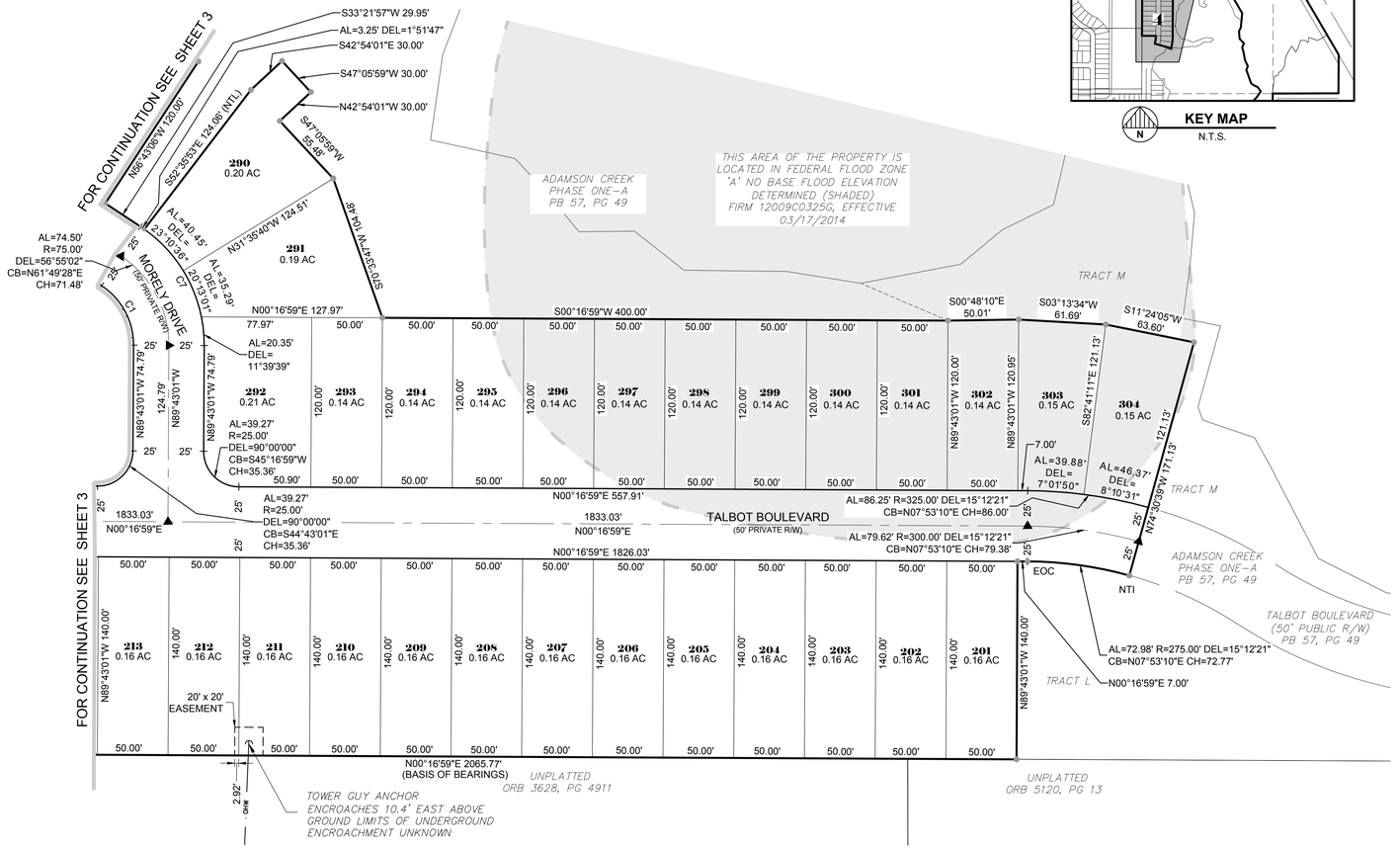
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ADAMSON CREEK PHASE ONE-C

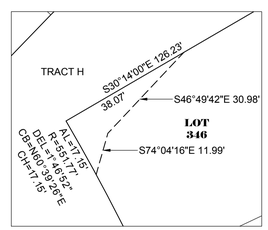
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PRELIMINARY PLAT



KEY MAP
N.T.S.



CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	49.67'	50.00'	56°55'02"	N61°49'28"E	47.65
C7	99.34'	100.00'	56°55'02"	N61°49'28"E	95.30



DRAINAGE EASEMENT DETAIL 'A'
NTS

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- PERMANENT CONTROL POINT(PCP); SET MAG NAIL AND DISK STAMPED "PCP LB4905", UNLESS OTHERWISE NOTED
- FLOOD ZONE

ABBREVIATIONS

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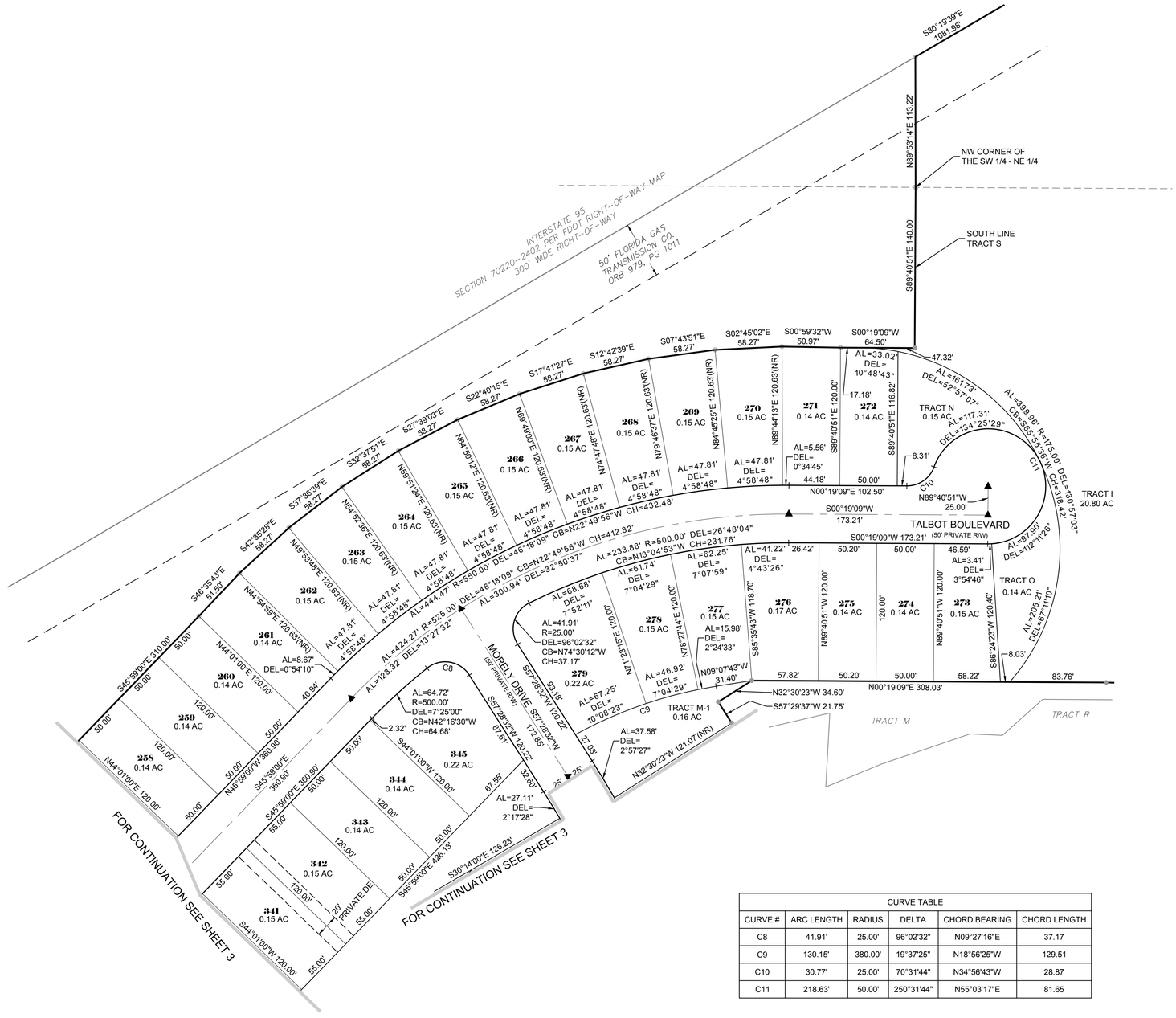
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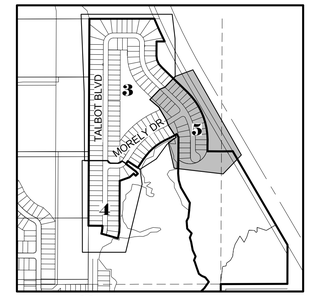
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C8	41.91'	25.00'	96°02'32"	N09°27'16"E	37.17
C9	130.15'	380.00'	19°37'25"	N18°56'25"W	129.51
C10	30.77'	25.00'	70°31'44"	N34°56'43"W	28.87
C11	218.63'	50.00'	250°31'44"	N55°03'17"E	81.65



KEY MAP
N.T.S.

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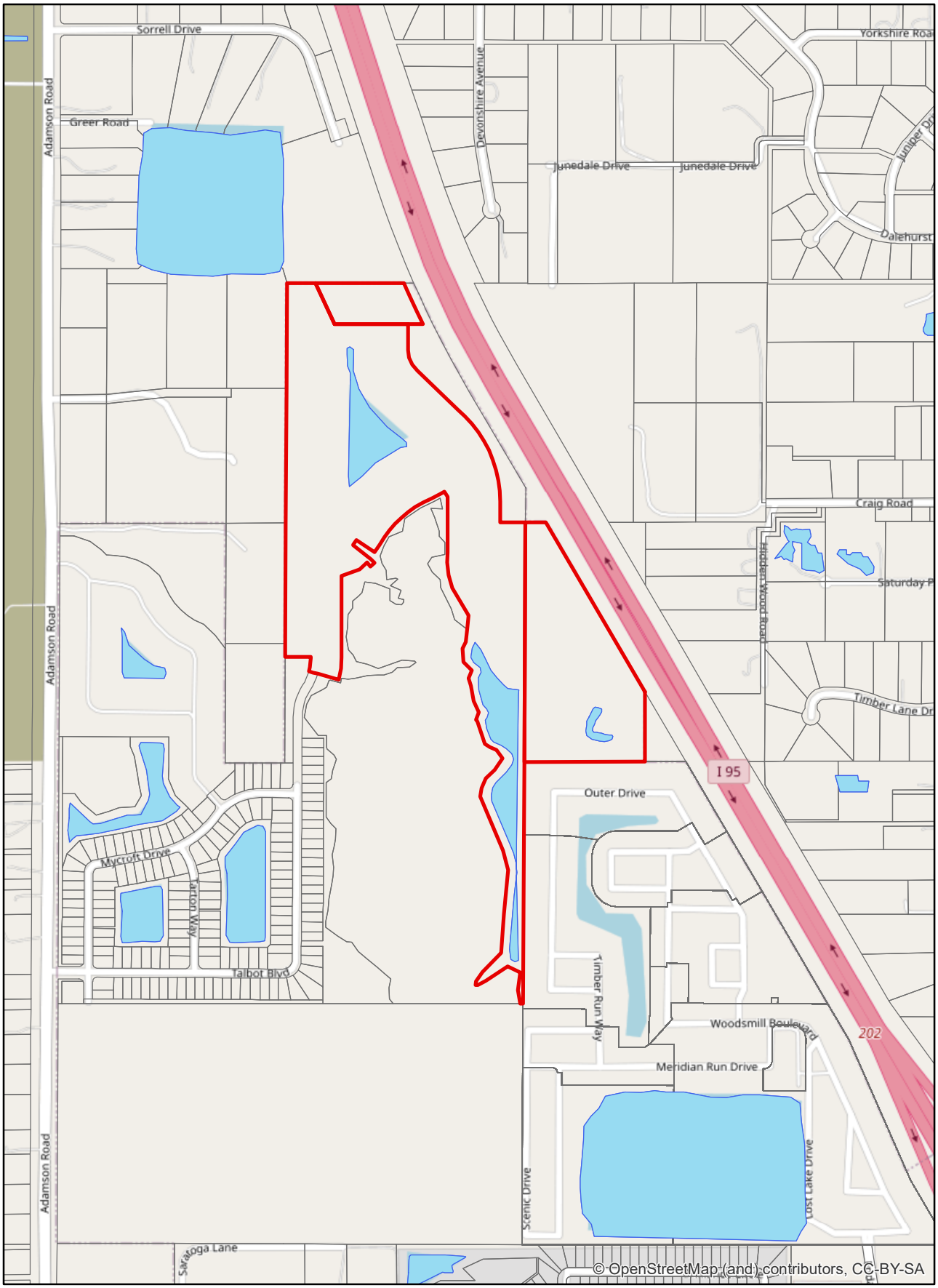
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Sorrell Drive
Yorkshire Road
Adamson Road
Greer Road
Devonshire Avenue
Junedale Drive
Junedale Drive
Juniper Dr
Dalehurst
Craig Road
Saturday P
Timber Lane Dr
I 95
Outer Drive
Mycroft Drive
Tarlton Way
Talbot Blvd
Timber Run Way
Woodsmill Boulevard
202
Meridian Run Drive
Scenic Drive
Lost Lake Drive
Saratoga Lane
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ADAMSON CREEK
PROPOSED AMENITY SCHEDULE
CITY OF COCOA / DR HORTON, INC.
REVISED: AUGUST 21, 2020

FOURTH MODIFICATION TO BINDING DEVELOPMENT AGREEMENT ITEM	TIMEFRAME	STATUS
Tract A & B (PHASE ONE-A)		
Entry Monument & Landscape	Completed	**Completed**
Tract F (PHASE ONE-A)		
5' concrete sidewalk	Completed	**Completed**
12' x 12' observation deck		
Fish stocking in lake	To be constructed before the 10th CO in PHASE ONE-B	
Tract G (PHASE ONE-A)		
5' Sidewalk	Completed	**Completed**
12' x 12' Observation Deck		
Fish stocking in lake	To be constructed before the 10th CO in PHASE ONE-B	
Tract E (PHASE ONE-A)		
Fish stocking in lake	To be constructed before the 10th CO in PHASE ONE-B	**Completed**
12' x 12' observation deck		
Tract M (PHASE ONE-A)		
5' Concrete sidewalk	To Be Constructed before the 154th CO	**To be completed in PHASE ONE-C it's labeled as ONE-A but it is in the limits of ONE-C**
Bike rack		
Larger than 10' x 10' Tot Lot		
16' x 24' Covered Pavilion		
Picnic Table		
Benches	To Be Constructed before the 154th CO	
Larger Playground		
Multi-use Field		
Grills		
Trash Receptacles		
Tract J (PHASE ONE-A)		
Pool	Completed	**Completed**
Deck		
Fence (PVS)		
Cabana		
8'8" x 16 Bus Shelter		
Tract D (PHASE ONE-B)		
5' concrete sidewalk	To be constructed before the 10th CO in PHASE ONE-B	**Completed**
12' x 12' observation deck		
Fish stocking in lake		
Tract K (PHASE ONE-B)		
5' Concrete sidewalk	To be constructed before the 25th CO in PHASE ONE-B	**Completed** **2 Benches and 2 trash receptacles on contract order to be installed in 3 weeks**
Open lot area for play		
Tract L (PHASE ONE-A)		
5' Concrete sidewalk	To be constructed before the 10th CO in PHASE ONE-C	
15' x 24' covered pavilion		
Picnic table		
Grills		
Bike Rack		
Mail Kiosk		
Trash Receptacles		
Tract H (PHASE ONE-C)		
5' Concrete Sidewalk	To be constructed before the 10th CO in PHASE ONE-C	
12' x 12' Observation Deck		
Tract I (PHASE ONE-C)		
10 Station Fitness Course	To be constructed before the 75th CO in PHASE ONE-C	
5' Mulch Path		
Tract O, I, & N (PHASE ONE-C)		
5' Concrete Sidewalk	To be constructed before the 10th CO in PHASE ONE-C	
12' x 12' Observation Deck		
Benches		
Trash Receptacles		

Public Works Department
155 N. Wilson Avenue, Cocoa, FL 32922
Phone: (321) 433-8770 I Fax: (321) 504-0922

Mr. Edward Jones
125 Grace Avenue
Cocoa, FL 32922

RE: 1685 Adamson Rd Property

Dear Mr. Jones,

This correspondence is in response to your concerns regarding flooding impacts to your 1685 Adamson Road property expressed at the Planning and Zoning meeting on June 5, 2019. The Engineer on Record for the Adamson Creek Planned Unit Development has performed an additional analysis at the City's request. Attached please find the signed and sealed copy of the results indicating that your property will not be adversely impacted by stormwater runoff. If you have any questions, feel free to contact this office or the Engineer on Record.

Sincerely,

Ed Wegerif, P.E.
Public Works Director

cc: Dorothy (Dodie) Selig, AICP (with Report)
Matthew Fuhrer, Assistant City Manager

COPY

B.S.E. CONSULTANTS, INC.
Consulting ~ Engineering ~ Land Surveying

Scott M. Glaubitz, P.E., P.L.S.
President

Hassan Kamal, P.E.
Vice President

Memorandum:

DATE: July 9, 2019

TO: Everett J. Wegerif, P.E., Public Works Director, City of Cocoa

FROM: Kenneth Ludwa, P.E.

Re: *Adamson Creek Phase 1B*
Rear Lot Fill Slopes – Drainage Analysis
BSE #11453

This memorandum is provided to address the following condition in the June 2019 Preliminary and Final Subdivision Approval for Adamson Creek Phase 1B:

(5) Developer will provide a solution that is approved by the City Engineer which can demonstrate that the drainage would not impact the adjoining property (Mr. Ed Jones), prior to recording of the Final Subdivision Plat

The June 2005 PUD approval for Adamson Creek included a similar condition.

Mr. Jones' property (Parcel 263) is bordered on the east, west, and south sides by the Adamson Creek subdivision (lots and a stormwater retention area). Parcel 256, north of Parcel 263, is owned by OPM-USA, Inc. (telecommunications facility and wetlands).

The lots adjacent to Parcel 263 are Type A lots (rear-to-front drainage), meaning that all runoff is contained and handled within the subdivision's drainage system, except for the rear ±20 feet of each lot, per the construction plans and as-built survey. This "rear lot fill slope" is necessary to transition from existing grade at the property line up to the final (filled) grade at the back of the lots. There will be no impervious area on the fill slopes.

The Public Works Director has directed the applicant to provide an analysis to demonstrate one of the following:

- If rear lot slopes are allowed to flow onto the outparcel, prove that there was flow previously into the outparcel and demonstrate that the natural passage of water has not been altered in a way that could negatively impact the land, or
- Intercept the flow and direct it to an outfall lower in elevation than the outparcel, with easements dedicated to address drainage.

This analysis is intended to address the first option above.

Pre-Development Drainage

Based on available topographic information, ±1.83 acres of the Adamson Creek property originally drained to Parcel 263, which then drains northward to an existing wetland spanning Parcel 263 and Parcel 256. The wetland then flows westward back through the Adamson Creek property, in turn flowing to a swale, and finally reaching the ditch on Adamson Road. Refer to attached topographic surveys and Pre-Development Basin Map showing elevations on Adamson Creek property surrounding the outparcel (el. ±22.0 - 22.5) and in the wetland (el. ±21.0). Also refer to attached Construction Plans for the Telecommunications Facility at 1695 Adamson Road showing elevations in the wetland (el. ±21.0 - 21.5).

A dirt roadway is situated on the west side of Parcel 263 and Parcel 256. Wetlands are located on both sides of the road. Based on historical aerial photographs, the roadway was constructed in 2005. Although the roadway resulted in fill impacts in the wetland, the SJRWMD website shows no permits were issued. A field investigation on June 28, 2019 identified a 12" culvert under the road near the northwest corner of Parcel 263. An additional 12" culvert is located under the road ±240 feet north on Parcel 256. This provides at least two flow paths from Parcel 263 through the wetland continuing west under the road.

The pre-development peak flow from the 25-year, 24-hour storm is **5.58 cfs** based on the following parameters:

- Area = 1.83 acres
- Land Use = Brush/Poor
- Soil Type = D
- Curve Number = 83
- Time of Concentration = 36 minutes (refer to attached TR-55 TC calculations).

These parameters are consistent with the original approved drainage report.

Refer to attached ICPR input/output summary pages for flow calculations.

Post-Development Drainage

Under developed conditions, ±0.78 acres of rear lot fill slopes drain to the outparcel. Runoff will be evenly distributed and unconcentrated. The post-development peak flow from the mean annual storm is **4.65 cfs** based on the following parameters:

- Area = 0.78 acres
- Land Use = Open Space/Grass

- Soil Type = D
- Curve Number = 80
- Time of Concentration = 1.14 minutes. This is the TC calculated by TR-55, based on slope and vegetation; see attached TR-55 TC calculations. For flow calculations, TR-55 uses a minimum TC of 6 minutes. For reference, FDOT specifies a minimum TC of 10 minutes. The attached ICPR4 calculations use the program's allowable minimum TC of 2 minutes.

These parameters are consistent with the original approved drainage report. Note that the curve number is conservative, as onsite soils have dual soil type B/D and would be expected to retain more runoff with improved drainage under post-development conditions.

Construction of the Adamson Creek subdivision will have no impact on the existing drainage path from the outparcel through the wetland to Adamson Road.

Summary

This analysis demonstrates the following:

- The post-development area of lot backslopes draining to the outparcel will be less than the pre-development area originally draining onto the outparcel.
- The post-development flow onto the outparcels will be unconcentrated and less than the pre-development flow.
- The existing drainage path will be maintained downstream of the outparcel, through the wetland flowing through the Adamson Creek subdivision to Adamson Road.



Geosyntec consultants

7504 Lake Lynda Drive, Suite 155
Orlando, FL 32817
PH 407.321.7030
www.geosyntec.com

17 August 2020

Ms. Nancy Bunt
Director, Community Services
City of Cocoa, FL
65 Stone Street
Cocoa, FL 32922

Subject: Floodplain Management Review of Adamson Creek Phase 1C Construction Documents
City of Cocoa, FL

Dear Ms. Bunt,

Geosyntec Consultants (Geosyntec) has completed our final review of the proposed Adamson Creek Phase 1C construction documents concerning compliance with the City of Cocoa's (City) Flood Damage Prevention Code (Sec. 6-300 to Sec. 6-380).

The following documents were reviewed:

- Adamson Creek Phase 1C RTC Preliminary PUD #PZ-20-000100001, July 31, 2020
- Adamson Creek Phase 1C, Preliminary Subdivision Plans, Final PUD and Construction Plans, July 13, 2020
- Adamson Creek Phase 1C, Flood Zone Impact and Compensating Storage, July 31, 2020
- Adamson Creek Phase 1C, Stormwater Management Calculations, July 30, 2020
- Adamson Creek Phase 1C, Lots 201-355, Elevation Form, August 14, 2020

Based on review of the Federal Emergency Management Agency's (FEMA) effective Flood Insurance Rate Map (FIRM), Map Number 12009C0325G, revised March 17, 2014, a portion of the site is within special flood hazard area (SFHA) 'Zone A', no base flood elevation (BFE) defined.

Based on review of the above documents, initial comments submitted July 27, 2020 have been addressed. Geosyntec has no additional comments. Initial comments with responses from BSE Consultants and final Geosyntec comment are provided below.

1. Per Sec. 6-356 (1) of the City's code "Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats". Please provide this information, including the current FIRM panel and date, on the provided plat.

   BSE Response: Flood hazard information has been added to the plat.

   Geosyntec Final Comment: Ok

2. Per Sec. 6-330 (3) and Sec. 6-356 (2) of the City's code, where BFE's are not included on the FIRM or in the flood insurance study BFE's shall be established in accordance with Sec. 6-331 (1). To be used to establish BFE's for the proposed subdivision and adjacent wetland areas,

the modeling should be consistent with the proposed plans and provide adequate documentation for the hydrologic and hydraulic model elements and parameters used in the model. Please address the following apparent issues with the provided flood model:

a. The plans show a "Rubble Weir Elev. = 22.85" at Pond 5. Is this weir a control structure for Pond 5? If the weir is a control structure, please include weir details in the plans and include the weir in the flood model.

   BSE Response: The weir was constructed in Phase 1A; it has been added to the ICPR model.

   Geosyntec Final Comment: Ok

b. The model pipe link "Pond 5 OvFlow2" includes a Count of 2 for the 30" pipe. Only 1 pipe from Pond 5 to the wetland was found in the plans. Please update the model for consistency with the plans.

   BSE Response: The 30" pipe count has been revised to 1.

   Geosyntec Final Comment: Ok

c. There is a wetland east of Pond 5 in the plans that appears to connect to Wetland E via a pipe and bubble up structure. Please include the wetland east of Wetland E in the flood model.

   BSE Response: The wetland, pipe, and bubble-up structures have been added to the model.

   Geosyntec Final Comment: Ok

3. Per 6-330(1) of the City's code, please provide proposed building elevations for buildings in the existing 'Zone A' on the FIRM on a FEMA elevation certificate."

   BSE Response: A CLOMR-F application (Form MT-1) will be submitted under separate cover.

   Geosyntec Final Comment: Ok

4. Per Sec. 6-330 (5) of the City's code, please provide the amount of fill within 'Zone A' areas in cubic yards with backup calculations.

   BSE Response: The Flood Zone Impact and Compensating Storage Memo has been revised with the volume provided in cubic yards.

   Geosyntec Final Comment: Ok

5. Per Sec. 6-330 (6) of the City's code, please provide "the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose."

   BSE Response: The Flood Zone Impact and Compensating Storage Memo has been revised with the requested information.

   Geosyntec Final Comment: Ok

Geosyntec consultants

6. Please reference the FIRM panel and date of the flood zone shown on Sheet 3 of the plans.

   BSE Response: FIRM panel and date have been added.

   Geosyntec Final Comment: Ok

7. The applicant should acquire permits required by Sec. 6-329 of the City's code prior to commencement of the development. It is understood that a permit from SJRWMD was acquired previously. Please ensure that acquired permits have not expired or will not expire prior to project completion.

   BSE Response: Permits applications are in process and will be submitted when issued by the agencies.

   Geosyntec Final Comment: Ok

CLOSING

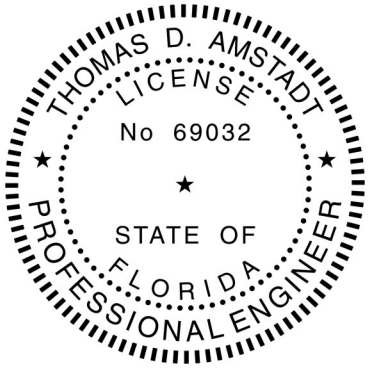
Geosyntec appreciates the opportunity to provide consulting services to City of Cocoa. Please do not hesitate to contact us with any questions or comments related to the above comments.

Respectfully submitted,

Geosyntec Consultants, Inc.

Tom Amstadt, PE, CFM
Senior Engineer
tamstadt@geosyntec.com
321-249-9361

Mark Ellard, PE, CFM, D.WRE, ENV SP
Senior Principal
mellard@geosyntec.com
321-249-9360



cc: Dodie Selig, Planning & Zoning Manager

PREPARED BY AND RETURN TO:
Anthony A. Garganese, Esq.
Garganese, Weiss, D'Agresta & Salzman, P.A.
P.O. Box 2873
Orlando, FL 32802-2873

FIFTH MODIFICATION TO ADAMSON CREEK BINDING DEVELOPMENT AGREEMENT

(RECREATION & OPEN SPACE SCHEDULE FOR
PHASE ONE-A, ONE-B & ONE-C)

THIS FIFTH MODIFICATION TO BINDING DEVELOPMENT AGREEMENT ("Fifth Modification") is made and executed this ____ day of _____, 2020 by and between the City of Cocoa, Florida, a Florida municipal corporation ("City") whose address is 65 Stone Street, Cocoa, Florida 32922 and D.R. Horton, Inc., a Delaware corporation authorized to conduct business in Florida ("Developer"), whose address is 1341 Horton Circle, Arlington, TX 76148.

W I T N E S S E T H

WHEREAS, Developer is the owner of the real property subject to that Binding Development Agreement ("Agreement") dated December 10, 2008, recorded in Brevard County Official Record Book 5903, Page 6559, as modified by that Modification to Binding Development Agreement ("Modification") dated June 21, 2010, recorded in Brevard County Official Record Book 6192, page 2697, and as further modified by that Second Modification to Binding Development Agreement, dated June 24, 2014, recorded in Brevard County Official Record Book 7156, Page 999, and as further modified by that Third Modification to Binding Development Agreement, dated November 30, 2018, recorded in Brevard County Official Record Book 8408, Page 1501, and as further modified by that Fourth Modification to Binding Development Agreement, dated June 7, 2019, recorded in Brevard County Official Record Book 8595, Page 1034, for the development of a total of _____ single family homes in Adamson Creek Phases One-A, One-B, and One-C and associated open space and recreational amenities for the entirety of Adamson Creek Phase 1 PUD ("the Project"), and; and

WHEREAS, the Agreement incorporated an initial schedule for the design and construction of the Project's various open space and recreational facilities, which was then revised by the Modification, the Second Modification, the Third Modification, and the Fourth Modification ("Proposed Amenity Schedule"); and

WHEREAS, the Developer desires to further modify the Proposed Amenity Schedule to further incorporate all of Adamson Creek Phase One-C, the boundaries of which have been expanded via City of Cocoa Ordinance ____-2020, and the new open space and amenity tracts included therein and adopted in the approved amendment to the Adamson Creek final development plan; and

WHEREAS, the proposed modifications to the Amenity Schedule were presented to the City Council at its September 23, 2020 City Council meeting, along with Ordinance ____-2020, which was duly noticed and publicly advertised, rezoning certain property and incorporating it into the Adamson Creek PUD and amending the final development plan for Adamson Creek Phase 1; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 **Recitals.** The foregoing recitals are hereby incorporated herein by reference and deemed a material part of this Fifth Modification.

2.0 **Modification of Agreement.** The City and Developer agree to the modified Amenity Schedule set forth in **Exhibit "A,"** attached hereto and fully incorporated herein by this reference, which shall replace and supersede in its entirety any previously approved and agreed-to schedule, provided that a revised performance guarantee is secured and filed with the City as provided in Section 3.0 below.

3.0 **Performance Guarantee.** Developer shall be responsible for securing and filing with the City a revised performance guarantee for the construction of the Project's required open space and recreational facilities ("Amenities") set forth in **Exhibit "A."** The form of the performance guarantee shall consist of a performance bond issued by a surety licensed to do business in the State of Florida. The performance guarantee shall be subject to the approval of the City Attorney and the City's engineer as to form and manner of execution. Subject to approval by the City's engineer, the amount of the performance guarantee shall be equal to one hundred and ten percent (110%) of the amount of the Project engineer's maximum estimate or alternative bid estimates for the uncompleted Amenities. The effective period of the performance guarantee shall be until the City has issued a written certificate of completion for the required Amenities. During the effective period of the performance guarantee, the City's engineer may reduce the amount of the performance guarantee to account for improvements covered by the guarantee that have been issued a certificate of completion by the City's engineer, subject to the form of release being approved by the City Attorney. The City shall fully release the performance guarantee upon Developer's complete construction of the Amenities. Whenever Developer fails to construct the Amenities according to any approved development orders and/or the Amenity Schedule set forth in **Exhibit "A,"** the City may, upon written notice to the parties to the performance guarantee instrument, declare the performance guarantee to be in default and exercise the City's rights thereunder, including attorney's fees and costs expended by the City related to the default. Upon default, no further development orders or other approvals shall be granted for the Project until the City determines that adequate progress has been made toward the completion of the Amenities.

4.0 **Recordation.** Upon full execution by both parties hereto and upon the City's receipt of the revised performance guarantee, this Fifth Modification shall be recorded in the

public records of Brevard County, Florida, and shall run with the land, which includes the entirety of the Adamson Creek Phase 1 (inclusive of Phases One-A, One-B, and One-C), which is legally described and incorporated herein by this reference in **Exhibit "B"**.

5.0 **Notice.** Whenever either party desires to give notice to the other, notice shall be sent by hand delivery or certified mail, return receipt requested, and shall be sent to:

For the City:

City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

For D.R. Horton, Inc.

Keith Williams, Division President
D.R. Horton, Inc.
1430 Culver Drive, NE
Palm Bay, FL 32907

with a copy to:

Charbel J. Barakat, Florida Regional Counsel
D.R. Horton, Inc.
12602 Telecom Drive
Tampa, FL 33637

Either party may freely modify their respective contact person and address contained in this Paragraph by providing written notice of the modification to the other party. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; and if mailed, on the third business day after mailing.

6.0 **Miscellaneous.** All terms and conditions of the Agreement, Modification, Second Modification, Third Modification, Fourth Modification and any other development approvals by the City for the Project, which are not expressly and specifically modified by this Fifth Modification, shall continue to remain in full force and effect.

[SIGNATURES ON PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Fifth Modification to Binding Development Agreement as of the date first above written.

ATTEST:

CITY OF COCOA,
a Florida municipal corporation.

_____
Carie Shealy, City Clerk

_____
Jake Williams, Jr., Mayor

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this ___ day of _____, 2020 by Jake Williams, Jr., as Mayor of the City of Cocoa, a Florida municipal corporation, who is personally known to me or who has produced _____ as identification.

_____
Notary Public, State of _____
My Commission Expires: _____

WITNESSES:

D.R. HORTON, INC.,
a Delaware corporation.

_____
Print Name: _____

By:_____
Print Name: _____
Title: _____

_____
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this ___ day of _____, 2020 by _____ as _____ of D.R. Horton, Inc., a Delaware corporation,

___ who is personally known to me or ___ who has produced _____ as identification.

_____
Notary Public, State of _____
My Commission Expires: _____

EXHIBIT A
PROPOSED AMENITY SCHEDULE

EXHIBIT B
LEGAL DESCRIPTION OF ADAMSON CREEK PHASE ONE

Prepared by and return to:
Anthony A. Garganese, Esq.
Garganese, Weiss, D'Agresta & Salzman, P.A.
P.O. Box 2873
Orlando, Florida 32802-2873

PUBLIC DRAINAGE EASEMENT
Adamson Creek One-A

THIS PUBLIC DRAINAGE EASEMENT ("Easement") is made this _____day of _____2020 by **ADAMSON CREEK HOMEOWNER'S ASSOCIATION, INC.,** a Florida not for profit corporation, (hereinafter called "Grantor"), in favor of the **CITY OF COCOA, FLORIDA,** a Florida Municipal Corporation, having a mailing address of 65 Stone Street, Cocoa, Florida 32922("Grantee").

WITNESSETH

WHEREAS, Grantor is the sole owner and non-exclusive easement holder of certain real property located within the City of Cocoa; and

WHEREAS, Grantor desires to convey a public drainage easement over, under, across and through a portion of its real property, as legally described herein, for purposes of allowing Grantee to convey and discharge surface stormwater drainage and runoff through and into the privately owned and maintained stormwater improvements, facilities, ponds and other incidental appurtenances in the Adamson Creek One-A subdivision; and

WHEREAS, Grantor and Grantee agree that this Easement is necessary to provide the Grantee the easement rights described herein where the streets in the Adamson Creek One-A subdivision were dedicated to the public and drain into stormwater facilities and ponds that remain owned and maintained by the Grantor; and

WHEREAS, Grantor and Grantee believe that this public drainage easement is in the best interest of the public health, safety, and welfare of the citizens of Cocoa; and

NOW, THEREFORE, in consideration of the enumerated public purposes stated herein, and mutual covenants, terms and conditions and restrictions contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor provides as follows:

1) **Recitals.** The foregoing recitals are hereby incorporated herein by this reference.

2) **Grant of Easement.** Grantor hereby voluntarily grants to Grantee and its successors and assigns, subject to any previous duly recorded easements or grants

of record, a perpetual, non-exclusive public drainage easement over, under, across and through the real property legally described in **EXHIBIT "A"** (the "Property") for the conveyance, discharge, treatment and storage of stormwater drainage and runoff through and into the privately-owned and maintained stormwater improvements, facilities, ponds and other incidental appurtenances in the Adamson Creek One-A subdivision ("Private Stormwater Improvements"). Nothing in this Easement is intended to supersede or alter the obligations of Grantor to maintain Private Stormwater Improvements in the Adamson Creek One-A subdivision as described in the plat thereof, recorded in the Official Records of Brevard County, Plat Book 57, Page 49. Grantor and Grantee acknowledge and agree that the stormwater management tracts are owned and maintained by the Grantor and that the drainage easements for stormwater conveyance facilities and improvements are described and depicted on the plat as "private." Further, nothing herein is intended to terminate or release the previously dedicated emergency access easements for ingress and egress and maintenance over all private drainage easements and stormwater managements tracts in the Adamson Creek One-A plat, which shall continue in full force and effect.

3) **Purpose of Easement.** It is the express purpose of this easement to provide Grantee the unconditional right to convey and discharge stormwater from the public streets, thoroughfares, and other rights-of-way and public easements in the Adamson Creek One-A subdivision over, under and through the Property for the purposes stated herein.

4) **Rights of Grantee.** To accomplish the purposes stated above the following rights are granted to the Grantee by this Easement:

a. To use the Easement for conveyance, discharge, treatment and storage of stormwater drainage and runoff from the public streets, thoroughfares, and other rights-of-way and public easements in the Adamson Creek One-A subdivision over, under and through the Property; and

b. To prevent any activity on or use of the Easement that is inconsistent with the purpose of the Easement, and to require the restoration of areas or features of the Property that may be damaged by an inconsistent activity or use; and

c. To enforce the obligations of Grantor to maintain in good, working condition the Private Stormwater Improvements in the Adamson Creek One-A subdivision and, in the event of Grantor's failure to so maintain the Private Stormwater Improvements, Grantee shall be authorized to continue to exercise any and all previously-dedicated emergency access easements to maintain such Private Stormwater Improvements and to charge the costs of such maintenance to the Grantor; and

d. To take any civil action deemed necessary, at the Grantee's sole and absolute discretion, to protect and preserve the Easement granted hereunder.

5) **Easements Run with the Land.** This Easement shall remain a charge against the Property. Therefore, this Easement shall "run with the land" and be automatically assigned by any deed or other conveyance conveying a portion of the Property relating to this easement, even though conveyance makes no reference to this Easement as such.

6) **Attorney's Fees.** In the event of any legal action arising under this Easement between the parties, the parties agree to incur their own attorney's fees, court costs, and expenses, through all appellate proceedings.

7) **Recordation.** Grantee shall record this instrument in a timely fashion in the Official Records of Brevard County, Florida and may re-record it at any time as may be required to preserve its rights in this Easement.

8) **Successors.** The covenants, terms, conditions, rights, and restrictions of this Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the Property.

9) **Grantors Representations and Warranties.** Grantor hereby agrees and makes the following representations and warranties to Grantee:

a. Grantor is lawfully seized of said Property in fee simple or has a non-exclusive private drainage easement over the Property and has full and lawful authority to execute this Easement, convey the Easement to Grantee, and bind the Property as set forth herein.

b. The Property is free of any and all encumbrances, except zoning restrictions and prohibitions and other requirements imposed by government authority and other encumbrances which are recorded in the public records of Brevard County, Florida.

c. Grantor shall pay any and all taxes that are levied on the Property, from time to time, as said taxes and assessments come due.

d. Grantor hereby warrants the title to the Easement granted hereunder over, under, and across the Property and will defend the same against lawful claims of all persons whomever.

10) **Grantee's Right to Seek Equitable Relief.** Grantor agrees, acknowledges and recognizes that any breach of this easement by Grantor would result in irreparable harm to Grantee and the public**,** and accordingly, Grantor agrees that in addition

to and not in lieu of all legal and equitable remedies available to Grantee by reason of such breach, Grantee shall be entitled to equitable relief (including, without limitation, specific performance and injunctive relief) to enjoin the occurrence and continuation of the breach.

11) **Sovereign Immunity.** The Grantee intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Easement shall be construed as a waiver of the Grantee's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the Grantee's potential liability under state or federal law. Grantor agrees that City shall not be liable under this Easement for punitive damages or interest for the period before judgment. Further, Grantee shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Easement.

12) **Modifications.** This Agreement shall only be modified by a written instrument executed by the parties hereto or any successor, assigns heirs, or representatives thereto.

13) **Grantors Duty of Noninterference.** Grantor agrees not to interfere or allow others to interfere with Grantee's rights to use the Property as specifically set forth herein. Grantor agrees to enforce its private drainage easement rights and not to permit or allow the construction or erection of any building or structure on the Property without prior written consent of the Grantor and Grantee.

14) **Termination.** The parties agree that this Easement is intended to be perpetual. However, in the event the Grantee determines, at its sole discretion, that it no longer requires the Property for the uses described herein, Grantee, at Grantor's written request, agrees to execute an appropriate written instrument to terminate this easement.

15) **Notice.** All notices, demands requests, consents, approvals or other communications (collectively, "Notices") required or permitted to be given hereunder or which are given with respect to this Easement shall be effective only if in writing and delivered by personal service, or delivered to an overnight courier service with guaranteed next day delivery or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as followed:

To GRANTOR:

Adamson Creek Homeowners Association, Inc.
Attn: President
1430 Culver Drive NE
Palm Bay, Florida 32907

TO GRANTEE:

City of Cocoa
Attn: City Manager
65 Stone Street
Cocoa, Florida 32922

Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

IN WITNESS WHEREOF, Grantor and Grantee set their respective hands on the day and year above written.

WITNESSES:

ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC.
(**GRANTOR**)

_____

by _____

Print Name_____

Print Name _____

_____

Print Name_____

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged and sworn to before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2020 by _____, the _____ of the Adamson Creek Homeowners Association, Inc., on behalf of the corporation, who is/is not personally known to me, or has produced _____ as identification.

_____
NOTARY PUBLIC

(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _

WITNESSES **CITY OF COCOA (GRANTEE)**

_____ _____

Print Name _____ By: Matthew Fuhrer
Interim City Manager

_____

Print Name_____

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged and sworn to before me by means of (___) physical presence or (___) online notarization this ___ day of _____, 2020 by Matthew Fuhrer, Interim City Manager of the City of Cocoa, Florida, on behalf of the municipal corporation, who is/is not personally known to me, or has produced_____ as identification.

_____
NOTARY PUBLIC

(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _

Legislation Details (With Text)

File #:	20-612	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Public Hearing
File created:	9/11/2020			**In control:**	City Council
On agenda:	9/23/2020			**Final action:**	
Title:	Approve Resolution 2020-206 adopting the Final Millage Rate of 5.9790 mills for the City of Cocoa Fiscal Year 2021 commencing on October 1, 2020 and ending on September 30, 2021, which represents an increase of 2.60% over the rolled-back rate of 5.8274. Approve Resolution 2020-207 adopting the Final Budget and CIP for the City of Cocoa for the Fiscal Year 2021 commencing on October 1, 2020 and ending on September 30, 2021. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Rev-Exp By Fund Activity Summary FY21 Proposed Budget.pdf Resolution Adopting the Final Millage Rate 2020-206.pdf Resolution Adopting the Final Budget 2020-207doc.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 11, 2020
Agenda Date: September 23, 2020
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approve Resolution 2020-206 adopting the Final Millage Rate of 5.9790 mills for the City of Cocoa Fiscal Year 2021 commencing on October 1, 2020 and ending on September 30, 2021, which represents an increase of 2.60% over the rolled-back rate of 5.8274.

Approve Resolution 2020-207 adopting the Final Budget and CIP for the City of Cocoa for the Fiscal Year 2021 commencing on October 1, 2020 and ending on September 30, 2021

BACKGROUND:

Resolution Adopting the Final Millage Rate

In accordance with Florida Statute 200.065, the City of Cocoa held a public hearing on September 9, 2020, at which time a tentative millage rate was set (Resolution 2020-201). Pursuant to this state statute, a public hearing must be held to adopt a final millage rate to fund the final budget for Fiscal Year 2021. On September 23rd, 2020 the City of Cocoa will hold a final public hearing. At this hearing, the City Cocoa City Council must publicly announce the percent of change by which the recomputed final millage rate exceeds the rolled-back rate computed pursuant to Florida Statutes 200.065(1). The tentative millage rate of 5.9790 voted by City Council on September 9, 2020,

represents an increase of 2.60% over the rolled-back rate of 5.8274.

Resolution Adopting the Final Budget
In accordance with Florida Statue 200.065, upon holding a public hearing tentatively adopting a proposed millage rate, the City Council must adopt a tentative budget for Fiscal Year 2021, which commences on October 1, 2020 and ends September 30, 2021. On September 9, 2020, a tentative Budget (Resolution 2020-202) was adopted.

Proposed expenditures in the tentative budget including all funds, total $155,317,139. The budgeted amounts for the three major funds are as follows: the proposed General Fund budget is $41,351,033: the proposed Water/Sewer budget is $77,420,592 and the proposed Stormwater budget is $1,811,269. Ad Valorem proceeds included in the tentative budget are budgeted at 95% of the current year gross taxable value for operating purposes of $1,166,698,204, which equals $6,626,904.

STRATEGIC PLAN CONNECTION:

To provide for transparency during the Truth in Millage (TRIM) and Budget process for accountability to the tax payers of the City of Cocoa. Through the strategic planning process, the City committed to developing a financially sustainable revenue base to support and deliver high quality municipal services

BUDGETARY IMPACT:

The proposed final millage rate of 5.9790 is projected to generate proceeds of $6,626,904. This projection is an increase of $410,846 over the prior year budgeted ad valorem proceeds

PREVIOUS ACTION:

At a Public Hearing on September 9, 2020, the City Council adopted a tentative millage rate with Resolution 2020-201 and a tentative budget with Resolution 2020-202.

RECOMMENDED MOTION:

Approve Resolution 2020-206 adopting the Final Millage Rate of 5.9790 mills for the City of Cocoa Fiscal Year 2021 commencing on October 1, 2020 and ending on September 30, 2021, which represents an increase of 2.60% over the rolled-back rate of 5.8274.

Approve Resolution 2020-207 adopting the Final Budget and CIP for the City of Cocoa for the Fiscal Year 2021 commencing on October 1, 2020 and ending on September 30, 2021

		FY 2020 PROPOSED BUDGET	FY 2019 ADJUSTED BUDGET	FY 2018 ACTUALS	FY 2017 ACTUALS
REVENUE					
	GENERAL FUND				
*	TAXES	10,074,429-	9,684,925-	8,423,574-	7,922,893-
*	OTHER PERMITS & FEES	4,403,003-	4,566,282-	3,674,524-	3,307,073-
*	INTERGOVERNMENTAL REVENUE	2,127,228-	2,548,613-	2,614,520-	2,215,627-
*	CHARGES FOR SERVICES	12,422,689-	11,936,987-	11,438,242-	11,216,498-
*	FINES AND FORFEITURES	14,813-	20,930-	24,529-	34,056-
*	MISCELLANEOUS REVENUES	731,083-	1,023,313-	1,975,142-	1,567,886-
*	OTHER SOURCES(NON-REV)	11,577,788-	10,968,235-	8,455,461-	7,468,182-
**	GENERAL FUND	41,351,033-	40,749,285-	36,605,992-	33,732,215-
	CDBG				
*	INTERGOVERNMENTAL REVENUE	355,262-	330,149-	196,385-	140,195-
*	MISCELLANEOUS REVENUES	0	0	7,339-	22,499-
*	OTHER SOURCES(NON-REV)	33,060-	292,045-	430,369-	0
**	CDBG	388,322-	622,194-	634,093-	162,694-
	BREVARD COUNTY HOME				
*	INTERGOVERNMENTAL REVENUE	263,006-	192,066-	6,138-	585,680-
*	MISCELLANEOUS REVENUES	0	0	1,299-	27-
*	OTHER SOURCES(NON-REV)	310,279-	714,142-	0	0
**	BREVARD COUNTY HOME	573,285-	906,208-	7,437-	585,707-
	SHIP/COCOA HOUSING TRUST				
*	INTERGOVERNMENTAL REVENUE	71,452-	43,074-	27,919-	84,675-
*	MISCELLANEOUS REVENUES	0	0	200-	134-
**	SHIP/COCOA HOUSING TRUST	71,452-	43,074-	28,119-	84,809-
	BUILDING PERMITS				
*	OTHER PERMITS & FEES	209,800-	0	0	0
*	OTHER SOURCES(NON-REV)	326,846-	0	0	0
**	BUILDING PERMITS	536,646-	0	0	0
	SEC 108 LOAN GUARANTEE				
*	OTHER SOURCES(NON-REV)	168,125-	847,639-	0	0

		FY 2020 PROPOSED BUDGET	FY 2019 ADJUSTED BUDGET	FY 2018 ACTUALS	FY 2017 ACTUALS
**	SEC 108 LOAN GUARANTEE	168,125-	847,639-	0	0
	CRA COCOA RDA				
*	INTERGOVERNMENTAL REVENUE	1,471,623-	1,348,257-	1,427,156-	1,185,970-
*	MISCELLANEOUS REVENUES	42,248-	39,027-	50,297-	41,704-
*	OTHER SOURCES(NON-REV)	0	7,114,882-	0	0
**	CRA COCOA RDA	1,513,871-	8,502,166-	1,477,453-	1,227,674-
	CRA DIAMOND SQUARE 626				
*	INTERGOVERNMENTAL REVENUE	317,017-	257,312-	201,756-	151,037-
*	MISCELLANEOUS REVENUES	0	0	972-	244-
*	OTHER SOURCES(NON-REV)	0	47,488-	0	0
**	CRA DIAMOND SQUARE 626	317,017-	304,800-	202,728-	151,281-
	CRA US1 CORRIDOR				
*	INTERGOVERNMENTAL REVENUE	0	204,832-	335,518-	180,501-
*	MISCELLANEOUS REVENUES	0	0	744-	188-
**	CRA US1 CORRIDOR	0	204,832-	336,262-	180,689-
	POLICE CONFISCATED FUND				
*	FINES AND FORFEITURES	0	0	0	2,275-
*	MISCELLANEOUS REVENUES	0	0	1,694-	10,555-
*	OTHER SOURCES(NON-REV)	0	74,847-	0	0
**	POLICE CONFISCATED FUND	0	74,847-	1,694-	12,830-
	POLICE SPECIAL EDUCATION				
*	FINES AND FORFEITURES	14,500-	4,500-	4,273-	4,026-
*	MISCELLANEOUS REVENUES	0	0	99-	27-
**	POLICE SPECIAL EDUCATION	14,500-	4,500-	4,372-	4,053-
	DEBT SERVICE FUND				
*	TAXES	0	0	571,342-	570,938-
*	OTHER PERMITS & FEES	0	0	810,811-	815,611-
*	MISCELLANEOUS REVENUES	0	0	24,006-	2,646-
*	OTHER SOURCES(NON-REV)	1,745,706-	1,783,246-	370,139-	82,559-

		FY 2020 PROPOSED BUDGET	FY 2019 ADJUSTED BUDGET	FY 2018 ACTUALS	FY 2017 ACTUALS
**	DEBT SERVICE FUND	1,745,706-	1,783,246-	1,776,298-	1,471,754-
	CAPITAL PROJECTS FUND				
*	INTERGOVERNMENTAL REVENUE	0	199,814-	0	0
*	MISCELLANEOUS REVENUES	0	0	2,497-	2,805-
*	OTHER SOURCES(NON-REV)	91,628-	3,100,303-	3,562,306-	472,872-
**	CAPITAL PROJECTS FUND	91,628-	3,300,117-	3,564,803-	475,677-
	RIVERFRONT/LEE WENNER PK				
*	INTERGOVERNMENTAL REVENUE	0	652,100-	0	0
*	OTHER SOURCES(NON-REV)	0	2,336,226-	2,048,740-	0
**	RIVERFRONT/LEE WENNER PK	0	2,988,326-	2,048,740-	0
	FISKE BV CMPLT STRTSCAPE				
*	OTHER SOURCES(NON-REV)	0	1,500,000-	1,500,000-	0
**	FISKE BV CMPLT STRTSCAPE	0	1,500,000-	1,500,000-	0
	WATER/SEWER FUND				
*	OTHER PERMITS & FEES	0	2,264,715-	2,465,963-	3,129,936-
*	INTERGOVERNMENTAL REVENUE	0	632,970-	91,074-	1,250-
*	CHARGES FOR SERVICES	66,526,376-	63,076,683-	62,414,114-	59,180,536-
*	MISCELLANEOUS REVENUES	93,078-	146,300-	1,136,137-	275,635-
*	OTHER SOURCES(NON-REV)	8,567,533-	1,740,470-	4,751,631-	3,334,120-
**	WATER/SEWER FUND	75,186,987-	67,861,138-	70,858,919-	65,921,477-
	WATER/SEWER IMPACT FEE				
*	OTHER PERMITS & FEES	2,233,605-	0	0	0
**	WATER/SEWER IMPACT FEE	2,233,605-	0	0	0
	STORMWATER UTILITY				
*	OTHER PERMITS & FEES	1,811,269-	1,747,692-	0	0
*	INTERGOVERNMENTAL REVENUE	0	67,189-	20,856-	0
*	CHARGES FOR SERVICES	0	0	1,633,224-	1,545,918-
*	MISCELLANEOUS REVENUES	0	0	10,689-	6,842-
*	OTHER SOURCES(NON-REV)	0	196,661-	0	101,988-

		FY 2020 PROPOSED BUDGET	FY 2019 ADJUSTED BUDGET	FY 2018 ACTUALS	FY 2017 ACTUALS
**	STORMWATER UTILITY	1,811,269-	2,011,542-	1,664,769-	1,654,748-
	RENEWAL & REPLACE FUND				
*	OTHER SOURCES(NON-REV)	11,484,879-	0	0	0
**	RENEWAL & REPLACE FUND	11,484,879-	0	0	0
	W/S RESTRICTED ASSETS				
*	MISCELLANEOUS REVENUES	0	0	545,166-	113,056-
*	OTHER SOURCES(NON-REV)	9,792,610-	9,761,950-	13,840,331-	8,696,802-
**	W/S RESTRICTED ASSETS	9,792,610-	9,761,950-	14,385,497-	8,809,858-
	WS CPTL PROJ 2018B				
*	MISCELLANEOUS REVENUES	0	0	864,686-	0
*	OTHER SOURCES(NON-REV)	0	41,527,660-	41,749,054-	0
**	WS CPTL PROJ 2018B	0	41,527,660-	42,613,740-	0
	WORKERS COMPENSATION FUND				
*	CHARGES FOR SERVICES	1,208,944-	1,217,552-	974,017-	1,057,867-
*	MISCELLANEOUS REVENUES	0	0	256,573-	1,535,805-
*	OTHER SOURCES(NON-REV)	0	0	0	105,921-
**	WORKERS COMPENSATION FUND	1,208,944-	1,217,552-	1,230,590-	2,699,593-
	HEALTH INSURANCE FUND				
*	CHARGES FOR SERVICES	6,827,260-	6,747,254-	6,769,740-	5,826,507-
*	MISCELLANEOUS REVENUES	0	0	54,668-	57,573-
**	HEALTH INSURANCE FUND	6,827,260-	6,747,254-	6,824,408-	5,884,080-
	GENERAL RETIREMENT FUND				
*	MISCELLANEOUS REVENUES	0	0	923,714-	2,148,673-
**	GENERAL RETIREMENT FUND	0	0	923,714-	2,148,673-
	401A RETIREMENT FUND				
*	MISCELLANEOUS REVENUES	0	0	175,557-	484,024-
**	401A RETIREMENT FUND	0	0	175,557-	484,024-
	POLICE RETIREMENT FUND				
*	MISCELLANEOUS REVENUES	0	0	2,891,118-	3,193,615-
**	POLICE RETIREMENT FUND	0	0	2,891,118-	3,193,615-
	FIRE RETIREMENT FUND				

		FY 2020 PROPOSED BUDGET	FY 2019 ADJUSTED BUDGET	FY 2018 ACTUALS	FY 2017 ACTUALS
*	MISCELLANEOUS REVENUES	0	0	2,211,511-	3,702,266-
**	FIRE RETIREMENT FUND	0	0	2,211,511-	3,702,266-
	GENERAL FIXED ASSET GP				
*	MISCELLANEOUS REVENUES	0	0	21,446	14,406
**	GENERAL FIXED ASSET GP	0	0	21,446	14,406
***	REVENUE	155,317,139-	190,958,330-	191,946,368-	132,573,311-
	EXPENDITURE				
	GENERAL FUND				
*	EXECUTIVE	14,871,072	13,782,437	12,017,330	11,241,562
*	PUBLIC SAFETY	17,130,980	16,986,523	15,847,108	14,718,432
*	WATER SEWER	4,140,542	4,062,914	3,721,069	3,478,335
*	TRANSPORTATION	1,343,979	2,032,096	1,098,197	1,680,309
*	ECONOMIC ENVIRONMENT	135,215	262,820	2,252,073	375,521
*	SPECIAL EVENTS	1,656,693	1,591,292	1,391,840	983,557
*	NONEXPENDITURE DISBURSEMT	2,072,552	2,031,203	7,544,758	621,682
**	GENERAL FUND	41,351,033	40,749,285	43,872,375	33,099,398
	CDBG				
*	ECONOMIC ENVIRONMENT	220,197	622,194	264,044	145,971
*	NONEXPENDITURE DISBURSEMT	168,125	0	0	0
**	CDBG	388,322	622,194	264,044	145,971
	BREVARD COUNTY HOME				
*	ECONOMIC ENVIRONMENT	573,285	906,208	6,593	104,509
**	BREVARD COUNTY HOME	573,285	906,208	6,593	104,509
	SHIP/COCOA HOUSING TRUST				
*	ECONOMIC ENVIRONMENT	71,452	43,074	148,037	71,254
**	SHIP/COCOA HOUSING TRUST	71,452	43,074	148,037	71,254
	BUILDING PERMITS				
*	EXECUTIVE	536,646	0	0	0
**	BUILDING PERMITS	536,646	0	0	0
	SEC 108 LOAN GUARANTEE				

		FY 2020 PROPOSED BUDGET	FY 2019 ADJUSTED BUDGET	FY 2018 ACTUALS	FY 2017 ACTUALS
*	EXECUTIVE	168,125	19,937	0	0
*	ECONOMIC ENVIRONMENT	0	827,702	66,298	0
**	SEC 108 LOAN GUARANTEE	168,125	847,639	66,298	0
	CRA COCOA RDA				
*	EXECUTIVE	0	0	185,263	0
*	ECONOMIC ENVIRONMENT	1,073,336	7,765,515	371,534	785,249
*	NONEXPENDITURE DISBURSEMT	440,535	736,651	366,796	94,476
**	CRA COCOA RDA	1,513,871	8,502,166	923,593	879,725
	CRA DIAMOND SQUARE 626				
*	ECONOMIC ENVIRONMENT	317,017	304,800	125,261	126,127
**	CRA DIAMOND SQUARE 626	317,017	304,800	125,261	126,127
	CRA US1 CORRIDOR				
*	ECONOMIC ENVIRONMENT	0	204,832	341,902	183,459
**	CRA US1 CORRIDOR	0	204,832	341,902	183,459
	POLICE CONFISCATED FUND				
*	PUBLIC SAFETY	0	74,847	11,301	8,871
**	POLICE CONFISCATED FUND	0	74,847	11,301	8,871
	POLICE SPECIAL EDUCATION				
*	PUBLIC SAFETY	14,500	4,500	0	0
**	POLICE SPECIAL EDUCATION	14,500	4,500	0	0
	DEBT SERVICE FUND				
*	EXECUTIVE	1,745,706	1,783,246	1,754,362	1,752,618
**	DEBT SERVICE FUND	1,745,706	1,783,246	1,754,362	1,752,618
	CAPITAL PROJECTS FUND				
*	EXECUTIVE	91,628	3,100,303	516,791	4,514,444
*	NONEXPENDITURE DISBURSEMT	0	199,814	2,800	100,000
**	CAPITAL PROJECTS FUND	91,628	3,300,117	519,591	4,614,444
	RIVERFRONT/LEE WENNER PK				
*	SPECIAL EVENTS	0	2,988,326	328,775	0
**	RIVERFRONT/LEE WENNER PK	0	2,988,326	328,775	0
	FISKE BV CMPLT STRTSCAPE				

		FY 2020 PROPOSED BUDGET	FY 2019 ADJUSTED BUDGET	FY 2018 ACTUALS	FY 2017 ACTUALS
*	EXECUTIVE	0	1,500,000	0	0
**	FISKE BV CMPLT STRTSCAPE	0	1,500,000	0	0
	WATER/SEWER FUND				
*	PUBLIC SAFETY	0	4,776	73,540	2,260
*	WATER SEWER	46,957,722	49,885,439	48,008,787	43,858,137
*	NONEXPENDITURE DISBURSEMT	28,229,265	17,970,923	22,307,262	15,918,560
**	WATER/SEWER FUND	75,186,987	67,861,138	70,389,589	59,778,957
	WATER/SEWER IMPACT FEE				
*	NONEXPENDITURE DISBURSEMT	2,233,605	0	0	0
**	WATER/SEWER IMPACT FEE	2,233,605	0	0	0
	STORMWATER UTILITY				
*	PUBLIC SAFETY	0	0	1,524	0
*	WATER SEWER	1,811,269	2,011,542	1,521,253	1,218,376
*	NONEXPENDITURE DISBURSEMT	0	0	0	9,595
**	STORMWATER UTILITY	1,811,269	2,011,542	1,522,777	1,227,971
	RENEWAL & REPLACE FUND				
*	WATER SEWER	11,484,879	0	0	0
**	RENEWAL & REPLACE FUND	11,484,879	0	0	0
	W/S RESTRICTED ASSETS				
*	EXECUTIVE	9,792,610	5,490,388	0	0
*	WATER SEWER	0	0	870	0
*	NONEXPENDITURE DISBURSEMT	0	0	46,653,150	4,084,510
*	PROPRIETARY FUNDS	0	4,271,562	0	0
**	W/S RESTRICTED ASSETS	9,792,610	9,761,950	46,654,020	4,084,510
	WS CPTL PROJ 2018B				
*	WATER SEWER	0	41,527,660	58,905	0
*	NONEXPENDITURE DISBURSEMT	0	0	927,731	0
**	WS CPTL PROJ 2018B	0	41,527,660	986,636	0
	WORKERS COMPENSATION FUND				
*	EXECUTIVE	1,208,944	1,217,552	1,095,644	2,925,305

		FY 2020 PROPOSED BUDGET	FY 2019 ADJUSTED BUDGET	FY 2018 ACTUALS	FY 2017 ACTUALS
**	WORKERS COMPENSATION FUND	1,208,944	1,217,552	1,095,644	2,925,305
	HEALTH INSURANCE FUND				
*	EXECUTIVE	6,827,260	6,747,254	6,679,945	6,526,121
**	HEALTH INSURANCE FUND	6,827,260	6,747,254	6,679,945	6,526,121
	GENERAL RETIREMENT FUND				
*	EXECUTIVE	0	0	1,571,580	1,292,430
**	GENERAL RETIREMENT FUND	0	0	1,571,580	1,292,430
	401A RETIREMENT FUND				
*	EXECUTIVE	0	0	912,338	329,563
**	401A RETIREMENT FUND	0	0	912,338	329,563
	POLICE RETIREMENT FUND				
*	PUBLIC SAFETY	0	0	1,925,090	1,966,102
**	POLICE RETIREMENT FUND	0	0	1,925,090	1,966,102
	FIRE RETIREMENT FUND				
*	PUBLIC SAFETY	0	0	2,010,061	1,777,882
**	FIRE RETIREMENT FUND	0	0	2,010,061	1,777,882
	TAYLOR CREEK PROJECT				
*	WATER SEWER	0	0	3,519	0
**	TAYLOR CREEK PROJECT	0	0	3,519	0
	GENERAL FIXED ASSET GP				
*	EXECUTIVE	0	0	1,771,939	1,596,153
*	PUBLIC SAFETY	0	0	825,344	873,984
*	WATER SEWER	0	0	1,506	3,011
*	TRANSPORTATION	0	0	132,796	132,474
*	ECONOMIC ENVIRONMENT	0	0	140,205	141,845
*	SPECIAL EVENTS	0	0	142,819	151,518
**	GENERAL FIXED ASSET GP	0	0	3,014,609	2,898,985
	GENERAL FIXED RDA				
*	ECONOMIC ENVIRONMENT	0	0	36,386	33,715
**	GENERAL FIXED RDA	0	0	36,386	33,715
	GENERAL LONG TERM DEBT GP				

		FY 2020 PROPOSED BUDGET	FY 2019 ADJUSTED BUDGET	FY 2018 ACTUALS	FY 2017 ACTUALS
*	EXECUTIVE	0	0	797,988	521,899
*	PUBLIC SAFETY	0	0	1,273,077	739,432
*	WATER SEWER	0	0	11,335	0
*	TRANSPORTATION	0	0	2,307	0
*	ECONOMIC ENVIRONMENT	0	0	1,093	0
*	SPECIAL EVENTS	0	0	9,320	0
**	GENERAL LONG TERM DEBT GP	0	0	2,095,120	1,261,331
***	EXPENDITURE	155,317,139	190,958,330	187,259,446	125,089,248
		0	0	4,686,922-	7,484,063-

RESOLUTION NO. 2020-206

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY FLORIDA, ADOPTING A FINAL MILLAGE RATE FOR THE CITY OF COCOA FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2020, ANNOUNCING THE PERCENTAGE BY WHICH THE FINAL MILLAGE RATE EXCEEDS THE ROLLED-BACK RATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with *Florida Statute 200.065,* the City of Cocoa, Florida, held a public hearing on July 22, 2020, whereby a proposed tentative millage rate was established and the date, time, and place of a public hearing to consider the proposed millage was set; and

WHEREAS, *Florida Statute 200.065* requires that within 35 days of certification of value, each taxing authority shall advise the property appraiser of its proposed millage rate, of its rolled-back rate, and of the dates, time and place at which public hearings will be held to consider the proposed millage rate and tentative budget; and

WHEREAS, pursuant to this same statute a public hearing was held on September 9, 2020, for the purpose of adopting a tentative millage rate and a tentative budget for Fiscal Year 2020-2021; and

WHEREAS, the City of Cocoa has made any necessary recalculations to the tentative millage rate and tentative budget and desires to adopt the final millage rate, and announce the percentage by which the final millage rate exceeds the rolled-back rate, in accordance with this Resolution, which the City Council hereby deems in the best interests of the citizens of Cocoa.

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

SECTION 1. The Cocoa City Council adopts a final millage rate of 5.9790 for the Fiscal Year 2020-2021, which commences October 1, 2020, and ends September 30, 2021. The millage rate of 5.9790 represents a 2.60% increase over the rolled back rate of 5.8274.

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

SECTION 3. If any section, subsection, sentence, clause, phrase, word, or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion hereto.

SECTION 4. 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 Public Hearing assembled on the 23rd day of September, 2020.

_____
Jake Williams, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

RESOLUTION NO. 2020-207

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, ADOPTING A FINAL BUDGET FOR THE CITY OF COCOA FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with *Florida Statute 200.065,* the City of Cocoa, Florida, held a public hearing on July 22, 2020, whereby a proposed tentative millage rate was adopted; and

WHEREAS, pursuant to this same statute a public hearing was held on September 9, 2020, for purposes of adopting a tentative millage rate and tentative budget for Fiscal Year 2020-2021; and

WHEREAS, the City of Cocoa City Council desires to adopt a final budget for Fiscal Year 2020-2021.

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

SECTION 1. Having adopted a final millage rate of 5.9790 for the City of Cocoa Fiscal Year 2020-2021, the City Council hereby adopts a final budget as may be amended for Fiscal Year 2020-2021, which commences October 1, 2020, and ends September 30, 2021.

SECTION 2. Proposed expenditures in the final budget total $155,317,139 Ad Valorem proceeds included in the tentative budget are budgeted for operating purposes at 95% ($6,626,904) of the current year gross taxable value of $1,166,698,204.

SECTION 3. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 4. If any section, subsection, sentence, clause, phrase, word, or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion hereto.

SECTION 5. 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 Public Hearing assembled on the 23rd day of September, 2020.

_____
Jake Williams, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	20-602	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	9/9/2020			**In control:**	City Council
On agenda:	9/23/2020			**Final action:**	
Title:	Seek Council direction on permitting upcoming special events at City facilities. (Assistant to the City Manager/Public Relations Specialist)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	The Annual Village Idiot Fun Run and Concert Special Event November 6.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 9, 2020
Agenda Date: September 23, 2020
Prepared By: Samantha Senger, Assistant to the City Manager/PR Specialist
Through: Matthew Fuhrer, Interim City Manager
Requested Action:
Seek Council direction on permitting upcoming special events at City facilities.

BACKGROUND:

At the June 10, 2020 Cocoa City Council meeting, staff sought Council direction on moving forward with public special events at City facilities. Council requested that each organizer be responsible for preparing a safety plan related to public safety and mitigation against the spread of the coronavirus at the event.

The following event has submitted a safety plan for their special event to be held in Cocoa Village for approval by Council:

- November 6, 2020: Village Idiot Pub Annual 5K Fun Run/Walk

The organizer's safety plan for this event is attached to this agenda item.

STRATEGIC PLAN CONNECTION:

Marketing of City facilities for recreational/event purposes to promote and enhance the image of Cocoa.

BUDGETARY IMPACT:

No budgetary impact other than public special events were included in revenue projections for Leisure Services.

PREVIOUS ACTION:

Council requested that all requests for public special events requesting to host their event at City facilities present to Council their plan to keep the public safe and continue to slow the spread of COVID-19.

RECOMMENDED MOTION:

Staff is seeking Council direction on permitting the referenced special event that has produced a safety plan to mitigate against the spread of COVID-19.

The Annual Village Idiot Fun Run and Concert Special Event November 6, 2020 Required Safety Protocol

- The VIP Run Special Event is also a concert fundraiser similar to the event we did for the Bahamas last September 2019.

- The event would be an outdoor event.

- Those attending would bring chairs and blankets to sit in and watch.

- Volunteers would be dedicated to making sure people spaced their seats and blankets appropriately. To ensure social distancing.

- Masks would be required per city mandate.

- A one-time usage for cups would be in place so we were not handling many extra products.

Legislation Details (With Text)

File #:	20-603	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	9/9/2020			**In control:**	City Council
On agenda:	9/23/2020			**Final action:**	
Title:	City Council approval of the revised scope of services agreement with Historic Cocoa Village Main Street as part of their Municipal Services Agreement with the City of Cocoa. (Assistant to the City Manager/ PR Specialist)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Addendum to Greater Cocoa Community Partnership Municipal Services Agreement 2020 CTH 9-10-07_24_19 Termination of Municipal Services Agreement (Recorded).pdf 07_24_19 Municipal Services Agreement (Recorded).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 9, 2020
Agenda Date: September 23, 2020
Prepared By: Samantha Senger, Assistant to the City Manager/PR Specialist
Through: Matthew Fuhrer, Interim City Manager
Requested Action:
City Council approval of the revised scope of services agreement with Historic Cocoa Village Main Street as part of their Municipal Services Agreement with the City of Cocoa.

BACKGROUND:

On July 10, 2019, Cocoa City Council approved a Municipal Services Agreement between the City of Cocoa, Historic Cocoa Village Association and Cocoa Main Street for use of the Porcher House office suites 203 and 204. The term of this agreement is in effect through July 31, 2021. Included in the agreement and in exchange for use of the Porcher House office suites, the Historic Cocoa Village Main Street Association would have an outlined Scope of Services agreement. The scope of services was limited at the time of execution of this agreement with a clause in the agreement to bring back a more detailed scope of services on or before March 1, 2020.This would give the newly formed association time to put together a board of directors and a detailed work plan to present to the City.

Due to time delays related to the COVID-19 pandemic, this revised Scope of Services agreement was delayed. Attached to this agenda item is the revised Scope of Services Agreement. These services will be provided by Historic Cocoa Village Main Street Association for the City of Cocoa in exchange for the discounted rental of the office suites at the Porcher House.

Per the original Municipal Services Agreement, Historic Cocoa Village Main Street would be responsible for paying the Common Area Maintenace (CAM) charges each month for a total of $39.90 monthly and a $1.00 annual rental fee for the use of the offices.

A revised Municipal Services Agreement will be brought back before Council prior to the expiration of the current agreement on July 31, 2021.

STRATEGIC PLAN CONNECTION:

Image: Historic Cocoa Village Main Street is guided by the objectives of beautifying the Cocoa Village community through landscaping improvements and maintenance, assisting with promotion of the Cocoa Village community as a tourist and recreational destination and promote the Village as an economic driver in our community.

Economic Development: Increase the economic prosperity of Historic Cocoa Village through promotion of the Village as an economic destination and assisting with recruitment efforts of businesses to the downtown community.

BUDGETARY IMPACT:

The annual lease for Suites 203 & 204 in accordance with the rate schedule is as follows:
$8,593.20 - annual rent for the two spaces
$478.80 - annual Common Area Maintenance fees for the two spaces

The City of Cocoa would be collecting $1.00 annually for the rental of the office spaces and the $478.80 annually for the common area maintenance fees.

PREVIOUS ACTION:

In 2019, the City of Cocoa entered in to a Municipal Services Agreement between Historic Cocoa Village Association and Cocoa Main Street as they were merging organizations. The details of that agreement are detailed in the agenda item above and attached to this agenda item.

In 2017, the City of Cocoa entered in to a Municipal Services Agreement with Greater Cocoa Community Partnership Inc. (Cocoa Main Street) for the lease of one office space at the Porcher House for $1 annually. The agreement listed specific projects under scope of services that would be provided to the City in exchange for the discounted rent.

Prior to this, the Municipal Services Agreement with Cocoa Main Street was for an annual fee the Cocoa Community Redevelopment Agency paid to Cocoa Main Street in the amount of $25,000.

RECOMMENDED MOTION:

Approve the revised scope of services agreement with Historic Cocoa Village Main Street as part of their Municipal Services Agreement with the City of Cocoa.

ADDENDUM TO
MUNICIPAL SERVICES AGREEMENT

THIS ADDENDUM TO MUNICIPAL SERVICES AGREEMENT, is made and entered on this _____ day of _____, 2020, by and between **THE CITY OF COCOA, FLORIDA, a Florida Municipal Corporation** (hereinafter called "City"), and **GREATER COCOA COMMUNITY PARTNERSHIP, INC., a Florida not for profit corporation, d/b/a "Historic Cocoa Village Main Street"** (hereinafter called "Service Provider").

RECITALS

WEHEREAS, City and Service Provider are parties to that Municipal Services Agreement dated July 26, 2019, recorded in the Official Records of Brevard County, Book 8503, Page 162 ("Agreement"); and

WHEREAS, in exchange for the Municipal Services provided to the City by the Service Provider, the City currently leases Offices # 203 and 204 of the Porcher House to the Service Provider; and

WHEREAS, Exhibit A of the Agreement establishes the Scope of Work of the Municipal Services to be performed by the Service Provider; and

WHEREAS, Exhibit A provides that the City and Service Provider would agree upon a revised Scope of Work on or before March 1, 2020, which has been delayed due to the COVID-19 pandemic; and

WHEREAS, the parties now desire to enter into this Addendum to update the Scope of Work, which shall govern the Municipal Services to be performed by Service Provider through the remainder of the Agreement Term as defined in the Agreement.

NOW THEREFORE, the parties hereto agree as follows:

Section 1.0 Recitals. The foregoing recitals are hereby deemed true and correct and are fully incorporated herein by this reference.

Section 2.0 Scope of Work. Pursuant to Exhibit A, Scope of Work, of the Agreement, City and Service Provider hereby agree the following Scope of Work shall apply through the remainder of the Term of the Agreement:

A. The Service Provider will provide to the City a promotional table at each of the Service Provider's upcoming events for the City to display any promotional events or materials.

B. The Service provider will include the City logo on all promotional materials for upcoming events of the Service Provider. The City shall have the right to review the Service Provider's promotional materials in advance of their release and the City may reject inclusion of the City logo thereon in its sole discretion.

C. The Service Provider will help promote and collect items for the City's food, toy, and school supply drives.

D. The Service provider will help plan and promote the "Hot Cocoa Holidays" events which will occur in December 2020, which include but are not limited to, the Holiday Craft Fair, Cocoa/Rockledge Holiday Parade, and Cocoa Holiday Festival.

E. The Service Provider will help to promote the City of Cocoa's City Government Week events in October 2020, which include but are not limited to an Open House at City Hall and a Touch-a-Truck

event.

F. The Service Provide will be the organizing body of the Cocoa Village art group, Cocoa ArtBeatz, and facilitate art projects in the historic downtown.

G. The Service Provider will coordinate business signage in the downtown, to include number of signs per station and removing signage of businesses that are no longer operating, and will coordinate with the City to establish guidelines and maintenance schedules and procedures.

H. Service Provider will create and distribute in coordination with the City's Economic Development division an available properties guide for the downtown.

I. Service Provider will work with the City's Economic Development division on enhancing the welcome packet given to all new businesses in the community.

J. Service Provider will explore the option of having a parking shuttle available for the downtown and report back to the City costs, staffing and feasibility of this project.

K. Service Provider will coordinate with the City's Public Relations Specialist on marketing materials for the historic downtown including but not limited to: tourism marketing and advertising, and Historic Cocoa Village brochure.

L. Service Provider will host community events in the historic downtown to include but not limited to: Arts & Crafts Fairs, Sip &Stroll events, Car Shows, etc.

M. Service Provider will assist the City's Public Works Department on various landscaping enhancement projects for the historic downtown and will seek grants where possible to enhance the landscaping and ambiance of the downtown.

N. Service Provider will coordinate with the City's Public Works Department to help with the annual sidewalk/curb cleaning project.

O. Service Provider will work with property owners in the downtown to put up temporary signage in the vacant storefronts to enhance the look and cohesiveness of the downtown.

Section 3.0 Other Terms and Conditions; Conflict. Any other term or condition of the Agreement not expressly modified by this Addendum shall remain in full force and effect. Should any term or condition of the Agreement conflict with any term or condition of this Addendum, this Addendum shall control.

IN WITNESS WHEREOF, each party to this Addendum has caused it to be executed on the date indicated below.

ATTEST: **CITY OF COCOA:**

Carie Shealy, City Clerk

Matthew Fuhrer **Date**
Interim City Manager

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2020, by Matthew Fuhrer, the Interim City Manager of the City of Cocoa**,** a Florida municipal corporation, on behalf of the City, who is personally known to me or produced _____ _____ as identification.

(NOTARY SEAL)

(Notary Public Signature)

(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

WITNESSES:

SERVICE PROVIDER:

_____

_____ By: _____
Signature Date

_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2020, by _____, the _____of Greater Cocoa Community Partnership, Inc.**,** a Florida not-for-profit corporation. He/she is personally known to me or produced _____ _____ as identification.

(NOTARY SEAL)

(Notary Public Signature)

(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

COCOA CITY
65 STONE ST
COCOA, FL 32922-7807

CFN 2019167894, OR BK 8503 PAGE 160,
Recorded 08/01/2019 at 02:21 PM, Scott Ellis, Clerk of Courts, Brevard County
Pgs:2

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TERMINATION OF MUNICIPAL SERVICES AGREEMENT AND LEASE

THIS TERMINATION OF MUNICIPAL SERVICES AGREEMENT AND LEASE ("Termination Agreement") is made and entered into this 26th day of July, 2019, by and between the **CITY OF COCOA**, a municipal corporation existing under the laws of the State of Florida ("City") and **GREATER COCOA COMMUNITY PARTNERSHIP, INC.,** a Florida Not For Profit Corporation, d/b/a "Cocoa Main Street," ("Cocoa Main Street") located at 434 Delannoy Ave, Suite #100, Cocoa, FL 32922 (collectively referred to as the "Parties").

RECITALS

WHEREAS, the City and Cocoa Main Street entered into a Municipal Services Agreement dated December 19, 2017, a copy of which is attached hereto as Exhibit "A" (the "2017 Municipal Services Agreement"), for the lease of identified office space within the Porcher House at a reduced rental rate in exchange for the Municipal Services identified in the 2017 Municipal Services Agreement;

WHEREAS, prior to the expiration of the initial term of the 2017 Municipal Services Agreement, Cocoa Main Street requested of the City that the 2017 Municipal Services Agreement be amended to change office space locations within the Porcher House and to authorize one additional party, The Historic Cocoa Village Association, Inc., as a provider of identified municipal services as well as a tenant to office space located within the Porcher House;

WHEREAS, a new Municipal Services Agreement (the "2019 Municipal Services Agreement") was authorized by the City, Cocoa Main Street, and The Historic Cocoa Village Association, Inc., for different office space location within the Porcher House and which also includes the Historic Cocoa Village Association, Inc., as a provider of identified municipal services to be provided to the City, as described therein;

WHEREAS, the City and Cocoa Main Street desire to terminate the 2017 Municipal Services Agreement pursuant to the terms provided herein.

NOW THEREFORE, for and in consideration of the provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Cocoa Main Street hereby agree as follows:

1. **Recitals.** That all of the foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Effective Date & Termination Date.** This Termination Agreement shall be valid and binding upon the date of execution by the last signing party ("Effective Date"); however, the 2017 Municipal Services Agreement shall automatically terminate without further action by the Parties and be of no further force or effect on 11:59 P.M. EST August 1, 2019 ("Termination Date").

3. **Vacation of Premises.** Cocoa Main Street shall fully vacate the leased Premises identified by the 2017 Municipal Services Agreement on or before the Termination Date.

4. **Release.** Except for the obligations set forth herein, Cocoa Main Street agrees to release and forever discharge the City of and from any and all past, present or future claims, debts, demands, damages, losses, liabilities, any manner of action and actions, cause and causes of action of any kind whatsoever both at law and in equity, which Cocoa Main Street now has, or may hereafter have arising out of or relating to the 2017 Municipal Services Agreement.

5. **Applicable Law.** This Termination Agreement and the provisions contained herein shall be construed, controlled and enforced in accordance with the laws of the State of Florida.

6. **Counterparts.** This Termination Agreement may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement.

7. **Recordation**. This Termination shall be recorded in the public records of Brevard County, Florida.

IN WITNESS WHEREOF, the Parties hereto have caused this Termination Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

WITNESS:

Print Name: Carie Shealy

Print Name: Monica Arsenault

GREATER COMMUNITY PARTNERSHIP, INC., D/B/A "COCOA MAIN STREET"

By: Robyn K Greene

Print name: ROBYN K GREENE

Title: SECRETARY

Date: 7-26-19

ATTEST:

Carie Shealy, City Clerk

CITY OF COCOA:

By: John Titkanich, Jr.
AICP, ICMA-CM
City Manager

Date: 07/24/2019

COCOA CITY
65 STONE ST

COCOA, FL 32922-7807

CFN 2019167895, OR BK 8503 PAGE 162,
Recorded 08/01/2019 at 02:21 PM, Scott Ellis, Clerk of
Courts, Brevard County
Pgs:24

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MUNICIPAL SERVICES AGREEMENT

THIS MUNICIPAL SERVICES AGREEMENT ("Agreement") is made and entered into this 26th day of July, 2019, by and between the **CITY OF COCOA, FLORIDA,** a Florida municipal corporation ("City"), and **GREATER COCOA COMMUNITY PARTNERSHIP, INC.,** a Florida Not For Profit Corporation, d/b/a "Cocoa Main Street," ("Greater Cocoa Community Partnership, Inc.,) located at 434 Delannoy Ave, Suite #100, Cocoa, FL 32922 and **THE HISTORIC COCOA VILLAGE ASSOCIATION, INC.,** a Florida Not For Profit Corporation ("The Historic Cocoa Village Association, Inc.") located at 600 Florida Ave., Suite #104, Cocoa Village, FL 32922 (the Greater Cocoa Community Partnership, Inc. and The Historic Cocoa Village Association, Inc., collectively as "Service Provider") (all three parties collectively the "Parties").

RECITALS:

WHEREAS, the Greater Cocoa Community Partnership, Inc., is a bona-fide nonprofit 501(c)(3) corporation, the purpose of which is to enhance the community identity and heritage, foster a center of activity, and ensure economic stability for the heart of Cocoa through concentrated efforts of design, promotion, organization and economic revitalization;

WHEREAS, The Historic Cocoa Village Association, Inc., is a bona-fide nonprofit 501(c)(6) corporation, whose mandate is to help promote and encourage growth of the Historic Cocoa Village community and the City of Cocoa in general by organizing and hosting community events and activities in the village;

WHEREAS, the City is the sole owner of the Porcher House, and leases portions of same to tenants for different business purposes;

WHEREAS, the Greater Cocoa Community Partnership, Inc., d/b/a/ "Cocoa Main Street," has been a tenant of the Porcher House for the past several years and desires to continue to lease space at the Porcher House for the purpose of conducting its nonprofit association for community and special events;

WHEREAS, the Greater Cocoa Community Partnership, Inc., and The Historic Cocoa Village Association, Inc., have advised the City of the intent of the two corporations, which share similar purposes, to form one nonprofit association d/b/a "Historic Cocoa Village Main Street;" however, at the time of entering this Agreement, the relevant documents combining the two corporations have not yet been approved by the Florida Department of State Division of Corporations;

WHEREAS, the Greater Cocoa Community Partnership, Inc., and The Historic Cocoa Village Association, Inc., desire to lease office space together at the Porcher House as provided for herein for the purpose of conducting their nonprofit associations for community and special events;

WHEREAS, given the stated intent of Greater Cocoa Community Partnership, Inc., and The Historic Cocoa Village Association, Inc., to form one nonprofit association in the near future, both such corporations desire to be parties to this Agreement and for this Agreement to be assigned to their single nonprofit association once same receives approval from the Florida Department of State Division of Corporations and the corporations provide such new nonprofit association information to the City as

provided for herein;

WHEREAS, the Service Provider requested that the City provide office space as identified herein for lease at the Porcher House a lease rate of $1.00 per year in exchange for the Municipal Services to be provided as detailed herein;

WHEREAS, the City Council has determined that the Municipal Services to be provided by Service Provider serve a municipal purpose and benefit the public health, safety, and welfare of the citizens of the City of Cocoa, and, in furtherance of this benefit, authorize said annual lease rate from the Service Provider, though monthly Common Area and Maintenance charges shall continue to be charged throughout the Agreement term, in exchange for the Municipal Services identified hereunder;

WHEREAS, the Parties desire to enter this Agreement defining their obligations relating to such Municipal Services, as well as their rights, duties, and liabilities relating to the rental of space at the Porcher House.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and other good and valuable consideration which the Parties agree has been exchanged and received the Parties agree as follows:

Article 1 – Recitals. The foregoing recitals are deemed to be true and accurate and are fully incorporated herein by this reference.

Article 2 – Definitions. For purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise:

"Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as may be amended from time to time by mutual written agreement by the Parties, which shall constitute authorization for the Service Provider to provide the Municipal Services stated herein.

"City" is the City of Cocoa, Florida, a Florida municipal corporation.

"Effective Date" shall be August 1, 2019. The Agreement shall not be effective against any party until said date.

"Greater Cocoa Community Partnership, Inc." is the Greater Cocoa Community Partnership, Inc., a Florida nonprofit corporation and bona fide 501(c)(3) corporation, d/b/a/ "Cocoa Main Street."

"Historic Cocoa Village Association, Inc." is the Historic Cocoa Village Association, Inc., a Florida nonprofit corporation and bona fide 501(c)(6) corporation.

"Municipal Services" or "Work" shall be used interchangeably and shall refer to the performance of the services outlined in Article 5 of this Agreement.

"Premises" shall mean any office rental space within the Porcher House provided by the City and occupied by the Service Provider in accordance with this Agreement.

"Public Record" is as described in Section 119.011(12), *Florida Statutes.*

"Rent" or "Rental Amount" or "Nominal Rental Amount" shall mean the monies paid to the City by the Service Provider in accordance with Article 8 of this Agreement.

"Service Provider" is both the Greater Cocoa Community Partnership, Inc., a Florida nonprofit corporation, d/b/a "Cocoa Main Street," and the Historic Cocoa Village Association, Inc.

Article 3 – Term of Agreement. The Term of this Agreement shall commence on the Effective Date and shall continue in force and effect through July 31, 2021. The City shall have the option to renew this Agreement for up to one (1) additional one (1)-year term upon mutual agreement by the Parties, which shall be in writing and executed by both Parties. The City Manager shall act for the City hereunder.

Article 4 – Lease of Premises. In exchange for the Municipal Services provided to the City by the Service Provider, as further described in Article 5, the City agrees to lease the Premises to Service Provider in accordance with the lease provisions found elsewhere herein.

Article 5 – Engagement; Municipal Services. The City hereby engages the Service Provider and the Service Provider agrees to perform the Municipal Services more particularly described on the Scope of Work attached as **Exhibit "A"** and incorporated herein. Specifically, the Service Provider shall supply any and all personnel necessary to provide the Municipal Services identified in the Scope of Work unless otherwise directed by the City.

Unless otherwise specifically agreed to in writing by the City, there shall be no additional consideration for the performance of the Municipal Services by the Service Provider aside from the nominal Rental Amount charged to the Service Provider, which nominal amount is authorized by the City in exchange for the Municipal Services provided in accordance with this Agreement.

Section 5.1 – Municipal Services a Material Term and Condition of Agreement. The Municipal Services constitute a material term and condition of the Agreement and the failure of the Service Provider to perform the Municipal Services, as determined by the City, constitutes a material breach of this Agreement and a cause for termination of the Agreement and surrender of the leased Premises as further provided for herein.

Section 5.2 – Submittal of Progress Reports. At the request of the City, Service Provider shall submit to the City a written progress report as to the status of all Municipal Services set forth in this Agreement. If the detail is not sufficient in the City Manager's reasonable discretion to permit the City to determine the Municipal Services performed or the manner in which it is being performed, the City may seek more detail from the Service Provider.

Article 6 – Leased Premises; Relocation of the Service Provider. The City does hereby lease, demise and let unto the Service Provider, and the Service Provider does hereby rent, lease, hire and take from the City, to have and to hold during the Term, subject to the terms and conditions of this Agreement, certain Premises within the Porcher House.

Such leased Premises shall consist of that portion of the property located at 434 Delannoy Avenue, Cocoa, Florida 32922, Offices #203 and #204. Office #203 is calculated at approximately 228 square feet, and Office #204 is calculated at approximately 276 square feet, such number being used to determine the common area maintenance charge.

The Parties agree that Offices #203 and 204 are considered to be premium office space as within the Porcher House. The Parties agree that, should another suitable office space (as determined by the City) within the Porcher House become available and the City have the availability to lease Offices #203 and 204 at the full lease rate, that City hereby reserves the right to, with proper notice, relocate the Service Provider to other office space within the Porcher House.

Article 7 – Use of Leased Premises.

Section 7.1 – Use. The Premises shall be used and occupied by Service Provider in the operation of its lawful trade or business as presently carried on by Service Provider, limited to general office activities, more particularly described as non-profit association(s), in a safe, careful and proper manner, so as not to contravene any present or future governmental laws, rules, regulations, policies, procedures or orders. If improvements are necessary to comply with any of the foregoing or with the requirements of insurance carriers, due solely to Service Provider's use of the Premises, Service Provider shall be required to seek written approval from City prior to making the improvements and if approved, Service Provider shall pay the entire cost thereof.

Section 7.2 – Historic Preservation. Service Provider shall not use the Premises in any manner that disrupts the historic nature of the Porcher House through its use or alterations. This Agreement shall be subject to any historic preservation regulations and other requirements that are applicable to the Porcher House.

Section 7.3 – Nuisance. Service Provider shall not cause or maintain any nuisance in or about the Premises and the property thereon, and shall keep the Premises free of debris, rodents, vermin and anything of a dangerous, noxious, or offensive nature or which could create a fire hazard (through undue load on electrical circuits or otherwise) or undue vibration, heat or noise.

Section 7.4 – Unlawful or Dangerous Activity. Service Provider shall neither use nor occupy the Premises or any part of the Premises for any unlawful, disreputable, or ultrahazardous business purpose nor operate or conduct Service Provider's business in a manner constituting a nuisance of any kind. Service Provider shall immediately, on discovery of any unlawful, disreputable, or ultrahazardous use, take action to halt such activity.

Section 7.5 – Common Areas. Service Provider shall have use of common areas including parking areas, ways, exits, entrances, roadways, and rest rooms for the general use, in common, of Service Providers, their officers, agents, employees, and customers. However, the common area use cannot interfere with any of the City of Cocoa's operations and does not include any area on the first floor of the building.

Article 8 – Rent and Common Area and Maintenance Charges.

Section 8.1 – Annual Rental Amount. The City agrees to accept One Dollar and 00/100 ($1.00) per year from the Service Provider, due on or before August 1, 2019 and August 1, 2020, respectively, as a nominal annual Rental Amount for the rental of the Premises.

Section 8.2 – Monthly Common Area and Maintenance (CAM) charges. Common Area and Maintenance (CAM) charges, shall be paid on a monthly basis, on or before the 1st of each month. Payments made after the 5th day of the month shall be subject to a ten percent (10%) late fee. Monthly CAM charges due shall be in equal installments of Thirty-Nine Dollars and 90/100 ($39.90) for each month of this Agreement. Such monthly CAM charges due represent the collective amount due for both offices each month, which, separately are Twenty-One Dollars and 85/100 ($21.85) for Office #203 and Eighteen Dollars and 05/100 ($18.05) for Office #204. Common area costs shall mean all sums expended by the City for the maintenance and operation of the common areas and property management fees incurred by the City and all increases in any such costs and expenses. Costs for maintenance, management, and operation of the common areas shall include, but not be limited to, the following: cleaning, sweeping, resurfacing and restripping; cleaning and/or treating exterior brick surfaces; cleaning exterior window surfaces; repainting; repairs to buildings and improvements; relandscaping; supplying directional signs and other markers; car stops; lighting, water, and other utilities; and other costs necessary in the City's judgment for the maintenance and operation of the common areas, and any other charges, costs, and expenses that arise during the Term of this Agreement. This amount described above is subject to change based on circumstances unforeseen at the City's discretion.

Section 8.3 – Sales tax. The amounts due as provided for above do not include sales tax, inasmuch as the Service Provider, at the time of executing this Agreement, is a non-profit, tax-exempt corporation and thus provides that such sales tax is inapplicable. Should the Service Provider lose its status as a non-profit, tax-exempt corporation, at any time during the Term of this Agreement, applicable sales tax shall be calculated and imposed as of the date which the Service Provider no longer enjoys such status. The Service Provider shall give notice to the City of any change in its non-profit, tax-exempt status within five (5) days thereof, for the purpose of calculation, imposition and payment of applicable sales tax.

Section 8.4 – Payments to the City – General. All amounts payable by the Service Provider to the City under this Agreement, whether Rent, CAM charges, Security Deposit or any other payment, shall be payable when due, without deduction or set-off, in U.S. Dollars made payable to The City of Cocoa, Attention: Finance, at the address of, 65 Stone Street, Cocoa, Florida 32922, or to such other person or at such other address as City may from time to time designate in writing.

Section 8. 5 – Late Fee and Costs. The Service Provider shall pay the City a late charge equal to ten percent (10%) of any payment amount if payment is not tendered within five (5) days of its due date. Such payment shall be submitted as described in Section 8.4 above. The Service Provider shall indemnify the City against all costs and charges (including legal fees) lawfully and reasonably incurred in enforcing payment thereof, and in obtaining possession of the Premises after default of the Service Provider or upon expiration or earlier termination of the Term of this

Agreement, or in enforcing any covenant, proviso or agreement of Service Provider herein contained.

Article 9 – Use of City's Office Equipment. The Service Provider shall have no right to share in the use of City's office equipment.

Article 10 – Property Management. The Service Provider acknowledges that the City may retain a management company ("Management Company") to manage and operate the property described in this Agreement. The Service Provider hereby agrees not to interfere with the City or the Management Company's duties and responsibilities under the Management Agreement. This Agreement shall be subject to any applicable provision in any future Management Agreement and any provision of this Agreement that conflicts with the Management Agreement shall be null and void and the applicable provision of the Management Agreement shall be substituted for the conflicting Agreement provision as if that provision was originally made a part of this Agreement.

Article 11 – Maintenance, Repair, Alterations and Renovations by the City.

Section 11.1 – Maintenance, Repair and Replacement. The City shall be responsible for and shall expeditiously maintain and repair the foundations, structures and roofs of the Premises in their condition as they exist at the execution of this Agreement, less reasonable wear and tear over the Term, provided that:

A. If all or part of the Premises is destroyed, damaged or impaired, the City shall have a reasonable time in which to complete the necessary repair or replacement;

B. The City shall use reasonable diligence in carrying out its obligations under this Article 11, but shall not be liable under any circumstances for any consequential damage to any person or property for any failure to do so; and

C. Nothing contained herein shall be in derogation of the provisions of this Agreement regarding Destruction of the Premises.

D. Under no circumstances shall the City be liable to the Service Provider for any damage suffered by the Service Provider, its employees, agents, customers or invitees as a result of moisture or water inside the Premises whether caused by natural disasters and other acts of God, leaks in the structure or in the plumbing.

Section 11.2 – Alterations by the City. City may from time to time make repairs, replacements, changes or additions to the structure, systems, facilities and equipment in the Premises where necessary to serve the Premises; provided, however, that in so doing the City shall not disturb or interfere with the Service Provider's use of the Premises and operation of its business any more than is reasonably necessary under the circumstances and shall repair any damage to the Premises caused thereby.

Section 11.3 – Renovation by the City. In the event the City determines it is necessary to renovate the Premises of the Service Provider, and said renovation may significantly impact the Service

Provider's use of the Premises, the City may do so upon not less than seven (7) calendar days notice. If deemed necessary by the City, the Service Provider shall relocate promptly upon the request of City, at the Service Provider's expense. During any period of City renovation where the Service Provider was required to relocate, there will be a rent abatement. Upon completion of renovation, the Service Provider will be required to return to the Premises and adhere to all terms of this Agreement.

Section 11.4 – Access by City. The Service Provider shall permit the City or the City's agents to enter the Premises at all reasonable hours, including outside normal business hours, and, during normal business hours where such will not unreasonably disturb or interfere with the Service Provider's use of the Premises and operation of its business, to examine or inspect-the Premises, to provide services, to make repairs, replacements, changes or alterations as set out in this Agreement and/or that the Service Provider may neglect or refuse to make in accordance with the provisions of this Agreement, and to take such steps as the City may deem necessary for the safety, improvement or preservation of the Premises or the building. The City shall, whenever possible, consult with or give reasonable notice to the Service Provider prior to such entry, but no such entry shall constitute an eviction or entitle the Service Provider to any abatement of Rent.

Article 12 – Maintenance, Repair, Alterations and Improvements by the Service Provider.

Section 12.1 – Condition of Premises. Except to the extent that the City is specifically responsible under Article 11 of this Agreement, the Service Provider shall maintain the Premises and all improvements therein in their condition, as they exist at the execution of this Agreement, less reasonable wear and tear, at the Service Provider's sole cost and expense.

Section 12.2 – Alterations by Service Provider. The Service Provider may from time to time at the Service Provider's own expense make changes, additions and improvements in the Premises to better adapt the same to its business, provided that any such change, addition or improvement shall:

A. Be performed in a satisfactory manner and shall not weaken or impair the structural strength, or lessen the value, of the building or Premises, or change the purposes for which the building, or any part of the building, may be used; and

B. Not compromise the historic nature of the Porcher House, as determined by the City; and

C. Comply with the requirements of any governmental authority having jurisdiction; and

D. Equal or exceed the then current standard for the building; and

E. Require the prior written consent of City.

Should the Service Provider make changes, additions and improvements without complying with the provisions of this Section, the Service Provider shall be fully liable to the City to restore the

Premises to the same or better condition that existed prior to the unauthorized changes, additions and improvements. If the Service Provider fails to make the restorations within the time prescribed by the City, the City may, at its discretion, immediately terminate this Agreement, without penalty, and restore the Premises at the Service Provider's sole expense.

Section 12.3 – Trade Fixtures and Personal Property. The Service Provider may install in the Premises its usual trade fixtures and personal property in a proper manner, provided that no such installation shall interfere with or damage the mechanical or electrical systems or the structure of the building. If the Service Provider is not then in default hereunder, trade fixtures and personal property installed in the Premises by the Service Provider may be removed from the Premises:

A. From time to time in the ordinary course of the Service Provider's business or in the course of reconstruction, renovation, or alteration of the Premises by the Service Provider; and

B. During a reasonable period prior to the expiration of the Term;

provided that the Service Provider promptly repairs at its own expense any damage to the Premises or building resulting from such installation and removal.

Article 13 – Taxes.

Section 13.1 – Service Provider's Taxes. The Service Provider shall pay on or before the last day on which payment may be made without penalty or interest, all applicable taxes, assessments, or other governmental charges that shall or may during the Agreement Term be imposed on, or arise in connection with the use of, the Premises or any part of the Premises including, but not limited to:

A. Florida state sales tax, if applicable, and all other applicable taxes, other than income taxes and taxes of a similar nature, due on rentals, including city, state, county and federal taxes that may be in effect from time to time; and

B. Operations at, occupancy of, or conduct of business in or from the Premises by or with the permission of the Service Provider; and

C. Fixtures or personal property in the Premises which do not belong to the City; and

D. Rent paid or payable by the Service Provider to the City for the Premises or for the use and occupancy of all or any part thereof, specifically including, but not limited to, applicable sales and /or use taxes imposed by any governmental authority having jurisdiction; and

E. It is the intention of the Parties that the rent specified in this Agreement is net rental, and the City shall receive such rent free from all taxes that are made payable by the Service Provider.

Section 13.2 – Notice of Payment of Taxes. The Service Provider shall, within seven (7) calendar days after the time provided for the payment of any applicable tax or other governmental charge by the Service Provider, produce and exhibit to the City satisfactory evidence of the payment.

Article 14 – Utilities. The City will be responsible for all electrical, garbage, water and sewer charges, however, will not be responsible or liable to the Service Provider for disruptions in service due to no fault of the City. All applications and connections for other necessary utility services on the Premises, such as telephone service, shall be made in the name of the Service Provider only, with prior written consent of the City. The Service Provider shall be solely liable for utility charges, excluding electric, garbage, water and sewer, as they become due.

Article 15 – Insurance.

Section 15.1 – Insurance Requirements of the Service Provider relating to the Leased Premises. During the Term, the Service Provider shall maintain at its own expense:

A. Flood insurance, fire insurance with extended coverage and water damage insurance in amounts sufficient to fully cover Service Provider alterations and all property in the Premises which is not owned by City; and

B. Commercial General Liability or Businessowners' Liability insurance against claims for death, personal injury and property damage in or about the Premises, in amounts which are from time to time acceptable to a prudent tenant in the community in which the Premises is located, but not less than One Million Dollars ($1,000,000.00) combined single limit, in respect of each occurrence; and

All policies for insurance required pursuant to this Article 15 shall name the City and the Service Provider as the insureds as their respective interests may appear, shall contain standard mortgagee clauses in favor of the holders of any mortgages on the City's property, shall be in a form and with an insurer reasonably acceptable to the City, shall require at least fifteen (15) days written notice to the City of termination or material alteration during the Term, and shall waive, to the extent available, any right of subrogation against the City. If requested by the City, the Service Provider shall from time to time promptly deliver to the City certified copies or other evidence of such policies, and evidence satisfactory to the City that all premiums thereon have been paid and the policies are in full force and effect. The insurance requirements set forth herein shall not relieve or limit the liability of the Service Provider. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Service Provider's interest or liabilities, but are merely minimums.

Section 15.2 – Insurance Requirements of the Service Provider Relating to the Municipal Services. During the Term of this Agreement, Service Provider shall also maintain, at its own expense, the following insurance coverage:

A. *Worker's compensation insurance* in accordance with the applicable provisions of Florida law.

B. *Professional liability insurance* for all corporate officers and directors of Service Provider with a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate.

C. *Commercial general liability insurance* with a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate.

All policies for insurance required herein shall name the City and the Service Provider as the insureds as their respective interests may appear, shall be in a form and with an insurer reasonably acceptable to the City, shall require at least fifteen (15) days written notice to the City of termination or material alteration during the Term, and shall waive, to the extent available, any right of subrogation against the City. The Service Provider shall provide a copy of all insurance certificates to the City. Should the Service Provider fail to provide the insurance certificates or fails to obtain coverage in the aforementioned amounts, the City shall have the right to terminate this Agreement if the Service Provider unreasonably delays compliance. If requested by the City, the Service Provider shall from time to time promptly deliver to the City certified copies or other evidence of such policies, and evidence satisfactory to the City that all premiums thereon have been paid and the policies are in full force and effect. The insurance requirements set forth herein shall not relieve or limit the liability of the Service Provider. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Service Provider's interest or liabilities, but are merely minimums.

Article 16 – Indemnification and Hold Harmless.

Section 16.1 – Indemnification and Hold Harmless Relating to Leased Premises. The Service Provider shall hold harmless and indemnify the City against any and all expenses, liabilities, and claims of every kind, including reasonable attorneys' fees of attorneys selected by the City, and related expenses through all appellate proceedings, by or on behalf of any person or entity arising out of either: (1) a failure by the Service Provider to perform any of the terms or conditions of this Agreement; (2) any injury or damage happening on or about the Premises; (3) failure to comply with any law of any governmental authority; or (4) any mechanic's lien or security interest filed against the Premises or equipment, materials, or alterations of buildings or improvements on the Premises.

The Service Provider recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This Section shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the Service Provider of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this Section of the Agreement. Nothing herein shall be construed to extend the City's liability beyond that provided in Section 768.28, Florida Statutes.

Section 16.2 – Indemnification and Hold Harmless Relating to the Municipal Services. For all Municipal Services and Work performed pursuant to this Agreement, the Service Provider shall indemnify and hold harmless the City, its employees, attorneys and officers, from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from, or out of the following: (a) the acts, errors, omissions, intentional or otherwise, arising out of or resulting from Service Provider's and its employees, partners, contractors, volunteers, and agents performance of the Municipal Services and Work being performed under this Agreement; (b) Service Provider's, and its employees, partners, contractors, volunteers, and agents failure to comply with the provisions of any federal, state, or local laws, ordinance, or regulations applicable to Service Provider and its employees, partners, contractors, volunteers, and agents performance under this Agreement; and (c) any fraud and misrepresentation conducted by Service Provider and its employees, partners, contractors, volunteers, and agents. Service Provider shall not indemnify City against the sole negligence, gross negligence or willful misconduct of City or its employees or agents.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the City. Nothing in this Agreement shall be construed as consent by the City to be sued by third parties in any matter arising out of this Agreement or any other contract. The indemnification provided above shall obligate the Service Provider to defend at its own expense or to provide for such defense, at the option of the City, 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 which may result from the Municipal Services and Work performed under this Agreement whether the Municipal Services and Work are performed by the Service Provider, its employees, contractors, partners, volunteers, and agents or anyone directly or indirectly employed by the Service Provider. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with the indemnification provided herein. This Section shall survive the termination of this Agreement.

Article 17 – Transfers by the City. Nothing in this Agreement shall restrict the right of the City to sell, convey, assign, mortgage or otherwise deal with the City's property or the right of the City to assign its interest in this Agreement subject only to the rights of the Service Provider under this Agreement.

Article 18 – Default or Breach. Each of the following events shall constitute a default or breach of this Agreement by the Service Provider:

A. If the Service Provider fails, as determined by the City, to perform the Municipal Services as described in Article 5.

B. If the Service Provider, or any successor or assignee of the Service Provider while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.

C. If the Service Provider shall fail to pay City any rent (inclusive of CAM charges) or additional rent when the rent shall become due and shall not make the payment within five (5) calendar days of its due date.

D. If the Service Provider shall fail to perform or comply with any of the conditions of this Agreement and if the nonperformance shall continue for a period of seven (7) calendar days after notice of nonperformance given by the City to the Service Provider or, if the performance cannot be reasonably had within the seven (7) calendar day period, Service Provider shall not in good faith have commenced performance within the seven (7) calendar day period and shall not diligently proceed to completion of performance.

E. If the Service Provider shall vacate or abandon the Premises.

F. If this Agreement or the estate of Service Provider under this Agreement shall be transferred to or shall pass to or devolve on any other person or party, except in the manner permitted in this Agreement.

G. If the Service Provider fails to take possession of the Premises on the term commencement date, or within seven (7) calendar days after notice that the Premises are available for occupancy, if the term commencement date is not fixed in this Agreement or shall be deferred as provided in Agreement.

Article 19 – Effect of Service Provider Default or Breach. In the event of any default or breach under this Agreement, including but not limited to the events as set forth in Article 18, the rights of the City shall be as follows:

A. The City shall have the right to cancel and terminate this Agreement, as well as all of the right, title, and interest of Service Provider under this Agreement, by giving to the Service Provider not less than seven (7) calendar days' notice of the cancellation and termination. On expiration of the time fixed in the notice, this Agreement and the right, title, and interest of the Service Provider under this Agreement, shall terminate in the same manner and with the same force and effect, except as to the Service Provider's liability, as if the date fixed in the notice of cancellation and termination were the end of the term originally set forth in this Agreement.

B. The City may elect, but shall not be obligated, to make any payment required of Service Provider in this Agreement or comply with any agreement, term, or condition required by this Agreement to be performed by Service Provider. The City shall have the right to enter the Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by the City shall not be deemed to waive or release the default of the Service Provider or the right of City to take any action as may be otherwise permissible under this Agreement in the case of any default, including holding the Service Provider responsible for any City expenditure.

C. The City may reenter the Premises immediately and remove the property and personnel of Service Provider, and store the property in a public warehouse or at a place selected by City, at the expense of Service Provider. After reentry City may terminate the Agreement on giving seven (7) calendar days' written notice of termination to Service Provider.

Without the notice, reentry will not terminate this Agreement. On termination, City may recover from Service Provider all damages proximately resulting from the breach, including the cost of recovering the Premises and the value of the balance of this Agreement over the reasonable rental value of the Premises for the remainder of the Agreement term, which sum shall be immediately due City from Service Provider.

D. After reentry, City may relet the Premises or any part of the Premises for any term without terminating this Agreement, at the rent and on the terms as City may choose. City may make alterations and repairs to the Premises. The duties and liabilities of the Parties if the Premises are relet as provided in this section shall be as follows:

i. In addition to the Service Provider's liability to the City for breach of the Agreement, the Service Provider shall be liable for all expenses of the reletting, for the alterations and repairs made, and for the difference between the rent received by City under the new Agreement and the rent installments that are due for the same period under this Agreement.

ii. The City shall have the right, but shall not be required, to apply the rent received from reletting the Premises to: (1) reduce the indebtedness of the Service Provider to the City under this Agreement, not including indebtedness for rent; (2) expenses of the reletting and alterations and repairs made; (3) rent due under this Agreement; or (4) to payment of future rent under this Agreement as it becomes due.

iii. If the new tenant does not pay a rent installment promptly to City, and the rent installment has been credited in advance of payment to the indebtedness of the Service Provider other than rent, or if rentals from the new tenant have been otherwise applied by City as provided for in this section and during any rent installment period are less than the rent payable for the corresponding installment period under this Agreement, the Service Provider shall pay City the deficiency, separately for each rent installment deficiency period, and before the end of that period. The City may at any time after a reletting terminate this Agreement for the breach on which the City had based the reentry and subsequently relet the Premises.

iv. After reentry, the City may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Service Provider. The receiver may carry on the business of the Service Provider and take possession of the personal property used in the business of the Service Provider, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Service Provider. Proceedings for the appointment of a receiver by the City, or the appointment of a receiver and the conduct of the business of the Service Provider by the receiver, shall not terminate and forfeit this Agreement unless the City has given written notice of termination to the Service Provider as provided in this Agreement.

Article 20 – Destruction of Premises. In the event of a partial destruction of the Premises during the term of this Agreement from any cause, the City shall promptly repair such damage, provided the repairs can be made within a reasonable number of days under the laws and regulations of applicable governmental authorities and the cost of repairs are budgeted and appropriated by the City of Cocoa City Council. Any partial destruction shall neither annul nor void this Agreement, except that the Service Provider shall be entitled to a proportionate reduction of rent while the repairs are being made, any proportionate reduction being based on the extent to which the making of repairs shall interfere with the business carried on by the Service Provider on the Premises. In the event that the City does not elect to make repairs that cannot be made in a reasonable time, or those repairs cannot be made under the laws and regulations of the applicable governmental authorities, or the City of Cocoa City Council does not budget and appropriate money to conduct the repairs, this Agreement may be terminated at the option of either party.

Article 21 – Condemnation. Rights and duties in the event of condemnation subsequent to the effective date of this Agreement are as follows:

A. If the whole of the Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, this Agreement shall cease and terminate as of the date on which title shall vest in that authority, and the rent reserved under this Agreement shall be apportioned and paid up to that date.

B. If only a portion of the Premises shall be taken or condemned, this Agreement shall not cease or terminate, but the rent payable after the date on which the Service Provider shall be required to surrender possession of such portion shall be reduced in proportion to the decreased use suffered by the Service Provider as the Parties may agree or as shall be determined by arbitration.

C. In the event of any taking or condemnation in whole or in part, the entire resulting award of consequential damages shall belong to the City without any deduction from such award for the value of the unexpired term of this Agreement or for any other estate or interest in the Premises now or later vested in the Service Provider. The Service Provider assigns to City all Service Provider's right, title, and interest in any and all such awards.

Article 22 – Subordination. This Agreement and all rights of the Service Provider under this Agreement shall be subject and subordinate to the lien of any and all mortgages or requirements of any historic preservation grant that may now or in the future affect the Premises, or any part of the Premises, and to any and all renewals, modifications, or extensions of any such mortgages or grants. The Service Provider shall on demand execute, acknowledge, and deliver to the City, without expense to the City, any and all instruments that may be necessary or proper to subordinate this Agreement and all rights in this Agreement to the lien of any such mortgage(s) and grant(s). If the Service Provider shall fail at any time to execute, acknowledge, and deliver any such subordination instrument, the City, in addition to any other remedies available in consequence of such failure, may execute, acknowledge, and deliver the subordination instrument as the Service Provider's attorney-in-fact and in the Service Provider's name. The Service Provider irrevocably makes, constitutes, and appoints the City, its successors and assigns, the Service Provider's attorney-in-fact for that purpose.

Article 23 – Access to Premises; Sign Posted by the City. The Service Provider shall permit the City or its agents to enter the Premises at all reasonable hours to show the Premises to prospective buyers, renters, or government officials in the course of the City of Cocoa's municipal functions. At any time, the City may show the Premises to persons wishing to rent them. The Service Provider shall, at any time, permit the usual notices of "For Rent" and "For Sale" to be placed on the Premises and to remain on the Premises without hindrance and molestation.

Article 24 – Easements, Agreements, or Encumbrances. The Parties shall be bound by all existing easements, agreements, and encumbrances, which may or may not be of record relating to the Premises, and the City shall not be liable to the Service Provider for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder.

Article 25 – Quiet Enjoyment. Subject to the terms and conditions of this Agreement, the City warrants that the Service Provider shall be granted peaceable and quiet enjoyment of the Premises free from any eviction or interference by the City if the Service Provider pays the rent and other charges provided in this Agreement, and otherwise fully and punctually performs the terms and conditions, in relation to the Municipal Services or otherwise, imposed on the Service Provider by this Agreement.

Article 26 – Liability of the City. The Service Provider shall be in exclusive control and possession of the Premises, and the City shall not be liable for any injury or damages to any property or to any person on or about the Premises or for any injury or damage to any property of the Service Provider. The provisions of this Agreement permitting the City to enter and inspect the Premises are made to insure that Service Provider is in compliance with the terms and conditions of this Agreement and to insure that the Service Provider makes repairs that the Service Provider has failed to make. The City shall not be liable to the Service Provider for any entry on the Premises for inspection purposes.

Article 27 – Rent abatement. No abatement, diminution, or reduction of rent shall be claimed or allowed to the Service Provider or any person claiming under the Service Provider under any circumstances, whether for inconvenience, discomfort, interruption of business, or otherwise, arising from the making of alterations, improvements, or repairs to the Premises, because of any governmental laws, or arising from and during the restoration of the Premises after their destruction or damage by fire or other cause, or the taking or condemnation of a portion only of the Premises, except as provided in Articles 11, 20 and 21.

Article 28 – Representations by City. At the commencement of the term, the Service Provider shall accept the Premises and improvements and any equipment in their existing condition and state of repair, and the Service Provider agrees that no representations, statements, or warranties, express or implied, have been made by or on behalf of the City in respect to the buildings, improvements and equipment, except as contained in the provisions of this Agreement.

Article 29 – Assignment, Sublease or Sale.

Section 29.1 – Assignment or Sublease by Service Provider. Except as explicitly authorized by this subsection, neither the Service Provider nor the Service Provider's successors or assigns shall assign, mortgage, pledge, or encumber this Agreement or sublet the Premises in whole or in part, or permit the Premises to be used or occupied by others, nor shall this Agreement be assigned or transferred by operation of law, without the prior, express, and written consent in writing of the

City in each instance.

The City acknowledges that the Historic Cocoa Village Association, Inc. intends to dissolve and assign its assets to the Greater Cocoa Community Partnership, Inc., which shall retire the fictitious name "Cocoa Main Street" and register a new fictitious name, "Historic Cocoa Village Main Street." Appropriate documentation from the Florida Department of State Division of Corporations as to approval of such transaction must be immediately submitted to the office of the City Manager. Additionally and to the extent necessary, updated insurance certificates required by this Agreement must be submitted to the City by the Greater Cocoa Community Partnership, Inc. Upon written acknowledgement of receipt by the City Manager of 1) all required insurance certificates, and 2) acceptable information from the Florida Department of State Division of Corporations documenting approval of the transaction, this Agreement shall be deemed assigned from the Greater Cocoa Community Partnership, Inc., d/b/a "Cocoa Main Street," and The Historic Cocoa Village Association, Inc. to the Greater Cocoa Community Partnership, Inc., d/b/a "Historic Cocoa Village Main Street," which shall become the Service Provider. Any consequent change regarding notice information addressed in Article 31 herein shall be immediately provided by the Service Provider to the City.

If this Agreement is assigned or transferred, or if all or any part of the Premises is sublet or occupied by anybody other than Service Provider, the City may, after default by the Service Provider, collect rent from the assignee, transferee, subtenant, or occupant, and apply the net amount collected to the rent reserved in this Agreement. However, any such assignment, subletting, occupancy, or collection shall not be deemed a waiver of any agreement or condition of this Agreement, or the acceptance of the assignee, transferee, subtenant, or occupant as the Service Provider. The Service Provider shall continue to be liable under this Agreement in accordance with its terms and conditions and shall not be released from the performance of the terms and conditions of this Agreement.

Section 29.2 – Assignment by City. City shall have the right to transfer, assign and convey, in whole or in part, any and all of its rights under this Agreement provided that the assignee and any assignee of the fee simple title of the Premises assume the obligations and duties of City arising under this Agreement.

Section 29.3 – Sale, Conveyance and Assignment. Nothing in this Agreement shall restrict the right of the City to sell, convey, assign, mortgage or otherwise deal with the Premises or the right of the City to assign its interest in this Agreement subject only to the rights of the Service Provider under this Agreement.

Article 30 – Surrender of Possession. The Service Provider shall, on the last day of the term, or on earlier termination and forfeiture of this Agreement, peaceably and quietly surrender and deliver the Premises to the City free of subtenancies, including all buildings, additions, and improvements constructed or placed on the Premises by the Service Provider, except moveable trade fixtures, all in good condition and repair. If the City so elects, any trade fixtures or personal property not used in connection with the operation of the Premises and belonging to the Service Provider, if not removed at the termination or forfeiture of this Agreement, shall be deemed abandoned and become the property of the City without any payment or offset for such fixtures or property. At the City's election, the City may remove such fixtures

or property from the Premises and store them at the risk and expense of the Service Provider. The Service Provider shall repair and restore all damage to the Premises caused by the removal of equipment, trade fixtures, and personal property.

Article 31 – Notices. Communication and details concerning this Agreement shall be directed to the following contact representatives:

Attn: City Manager City of Cocoa 65 Stone Street Cocoa, Florida 32922 321-433-8660 with copy to Anthony A. Garganese, City Attorney Garganese, Weiss, D'Agresta & Salzman, P.A. P.O. Box 2873 Orlando, Florida 32802-2873 407-425-9566	Attn: Cocoa Main Street and The Historic Cocoa Village Association, Inc. 434 Delannoy Avenue Suite 203 Cocoa, FL 32922 (321) 631-9075

Any notice from one party to the other hereunder shall be in writing and shall be deemed duly served if delivered to the party being served or if mailed by registered or certified mail. Any notice shall be deemed to have been given at the time of delivery if the day of such delivery is not a Saturday, Sunday or statutory holiday. If the day of delivery is a Saturday, Sunday or statutory holiday, such notice shall be deemed to have been given on the next following day that is not a Saturday, Sunday or statutory holiday. If such notice is mailed, notice shall be deemed to have been given seven (7) calendar days after the date of mailing thereof unless the postal system has been disrupted by strikes or slow downs, in which case notice shall be given by personal delivery only. Either party shall have the right to designate by notice, in the manner above set forth, a different address or representative to which notices are to be mailed.

Article 32 – Miscellaneous.

Section 32.1 – Right to Refuse Admission and to Eject. The City reserves the right to refuse admission to the Premises, outside of ordinary business hours, to any person not known by the City or properly identified; to eject any person from the Premises whose conduct may tend to be harmful to the safety and interests of the Premises, the tenants and the property thereon; to close any part of the Premises during any riot or other commotion where person or property may be impaired or prior to, during, or after a Hurricane or other natural disaster.

Section 32.2 – Service Provider Not to Allow Lien or Encumbrances. The Service Provider shall not permit to be created nor to remain undischarged any lien, encumbrance, or charge arising out of any work of any contractor, mechanic, laborer, or materialman which might be or become a lien or encumbrance or charge upon the Premises of which the Premises is a part. If any lien or

notice of lien on the account of any debt of the Service Provider shall be filed against the Premises or the property of which the Premises is a part, and the Service Provider fails to discharge the lien or notice of lien within twenty (20) days of filing, the City, in addition to any other legal rights or remedies, may, but shall not be obligated to, discharge the same by either paying the amounts claimed to be due, or shall be entitled to defend any prosecution of an action for foreclosure of such lien. Any amount paid by the City and all costs and expenses (including reasonable attorneys' fees and interest) incurred by Landlord in connection therewith shall be paid by the Service Provider.

Section 32.3 – Condition Precedent. All rights, obligations and liabilities of the City and the Service Provider shall be subject to satisfaction of the condition precedent of the complete execution of this Agreement by the Service Provider and the City Manager of the City of Cocoa.

Section 32.4 – Binding Effect. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the Parties.

Section 32.5 – Professionalism and Standard of Care. The Service Provider shall do, perform and carry out in a professional manner all Municipal Services required to be performed by this Agreement. Service Provider shall also use the degree of care and skill in performing the Municipal Services that are ordinarily exercised under similar circumstances by reputable members of Service Provider's profession working in the same or similar locality as Service Provider.

Section 32.6 – Warranty of Professional Services & Compliance with Law. The Service Provider (for itself and any of its employees, contractors, volunteers, partners, and agents used to perform the Municipal Services) hereby warrants unto the City that all of its employees (and those of any of its contractors, partners, and agents used to perform the Municipal Services) have sufficient experience to properly complete the Municipal Services specified herein or as may be performed pursuant to this Agreement. In pursuit of any Municipal Services, the Service Provider shall supervise and direct the Municipal Services, using its best skill and attention. The Service Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority during the performance of the Municipal Services.

Section 32.7 – Work is a Private Undertaking. With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the Parties hereto that the contractual relationship between the City and Service Provider is such that the Service Provider is an independent contractor and not an agent of the City. The Service Provider, its contractors, volunteers, partners, agents, and their employees are independent contractors and not employees of the City. No provision contained herein shall be construed as creating a joint venture between the Parties. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City, on one hand, and the Service Provider, its contractors, volunteers, partners, employees, or agents, during or after the performance of the Work under this Agreement.

Section 32.8 – Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Service Provider agrees that any records, documents, transactions,

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

IF SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, 65 STONE ST., COCOA, FLORIDA 32922.

Service Provider is required to and agrees to comply with public records laws. Service Provider shall keep and maintain all public records required by the City to perform the services as agreed to herein. Service Provider shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Service Provider shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Service Provider shall transfer to the City, at no cost, all public records in possession of the Service Provider, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Service Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Service Provider shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Service Provider of the request and the Service Provider shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Service Provider does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Service Provider acknowledges that if Service Provider does not provide the public records to the City within a reasonable time, Service Provider may be subject to penalties under Section 119.10, Florida Statutes. Service Provider acknowledges that if a civil action is filed against Service Provider to compel production of public records relating to this Agreement, the court may assess and award against Service Provider the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Service

Provider, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Service Provider to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If Service Provider fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Service Provider's failure to comply with this Section, the City shall collect from Service Provider prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Service Provider. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of Service Provider's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

Section 32.9 – Audit and Inspections. All Service Provider's records with respect to the providing of Municipal Services under this Agreement shall be made available to the City, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Failure of the Service Provider to comply with the above audit requirements will constitute a material breach of this Agreement.

Section 32.10 – Civil Rights. The Service Provider agrees to comply with any and all federal, state and local civil rights laws, including, but not limited to Title VI of the Civil Rights Act of 1964 as amended; Title VII of Civil Rights Act of 1968 as amended; Section 109 of Title I of the Housing and Community Development Act of 1974; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age and Discrimination Act of 1975; Executive Order 11063; and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

Section 32.11 – Severability. Should any paragraph or any part of any paragraph of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other paragraph or any part of any paragraph in this Agreement.

Section 32.12 – Choice of Law; Venue. This Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such state shall govern the validity and interpretation of this Agreement and the performance due hereunder. The Parties agree that venue shall be exclusively in Brevard County, Florida, for all state court actions or disputes which arise out of or based upon this Agreement, and in Orlando, Florida for all federal court actions or disputes which arise out of or are based upon this Agreement.

Section 32.13 – Integration; Modification. The drafting, execution, and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the Parties, and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both Parties.

Section 32.14 – Attorney's Fees. Should any litigation arise concerning this Agreement between

the Parties, the Parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

Section 32.15 – Headings. All headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

Section 32.16 – Waiver. Any waiver by City of any breach or violation of Service Provider's obligations under this Agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violation.

Section 32.17 – Corporate Representations. Service Provider makes the following representations to City:

A. Service Provider is duly organized and in good standing under the laws of the State of Florida, and is duly qualified and authorized to carry on the functions, responsibilities, and obligations in this Agreement.

B. The undersigned signatory for Service Provider has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by Service Provider has been duly authorized by the board of directors and/or president of Service Provider. In support of said representation, Service Provider agrees to provide, if requested by the City, a copy to the City of a corporate certificate of good standing provided by the State of Florida prior to, or any time after, the execution of this Agreement.

Section 32.18 – City's Right of Inspection. In addition to any rights of inspection of the City in relation to the occupancy of the Premises by the Service Provider as a tenant, the City is hereby granted the right of entry onto Service Provider's property used to perform the Municipal Services for purposes of determining Service Provider's compliance with this Agreement. The Service Provider hereby agrees to fully cooperate with the City in permitting the City to conduct said inspections.

Section 32.19 – Time of Performance/Term. Time is of the essence under this Agreement. Municipal Services provided by the Service Provider shall begin immediately upon execution of this Agreement.

Sections 32.8, 32.9, 16.1, 16.2 and 32.22 shall survive the termination of this agreement.

Section 32.20 – Assignment. Except as explicitly provided in Section 29.1, this Agreement shall not be assigned by the Service Provider unless agreed to in writing by the City.

Section 32.21 – No City Obligation for Future Obligations to the Service Provider. No provision in this Agreement shall be construed as requiring the City to provide a lessened or nominal rental amount or otherwise in exchange for Municipal Services, or shall otherwise obligate the City in any respect relating to the Service provider, in the future.

Section 32.22 – Sovereign Immunity. The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Contractor agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

Article 33 – Recordation. This Agreement shall be recorded in the public records of Brevard County, Florida.

[***Remainder of page intentionally blank. Signature page follows.***]

IN WITNESS WHEREOF, this Agreement is entered into as of the day and year the last party signs this Agreement as stated below.

WITNESS:

Print Name: Carie Shealy

Print Name: Monica Arsenault

GREATER COCOA COMMUNITY PARTNERSHIP, INC. d/b/a "COCOA MAIN STREET"

By: Robyn K. Greene

Print name: ROBYN K. GREENE

Title: SECRETARY

Date: 7-26-19

WITNESS:

Print Name: Monica Arsenault

Print Name: Carie Shealy

THE HISTORIC COCOA VILLAGE ASSOCIATION, INC.,

By: Nancy Elliott

Print name: Nancy Elliott

Title: President

Date: 7/26/19

ATTEST:

Carie Shealy, City Clerk

CITY OF COCOA:

John A. Titkanich, Jr. 07/24/2019

John A. Titkanich, Jr., AICP, ICMA-CM
City Manager

Date

EXHIBIT A

SCOPE OF WORK

A. GENERAL OBLIGATIONS

1. The Service Provider shall partner with and support the City to fulfill, at a minimum, the community-based projects provided for hereunder in Section B.
2. The Municipal Services shall largely focus on the coordination and implementation of physical improvements to the City, as directed by the City.
3. In addition to the specific projects identified in Section B. hereunder, the Service Provider shall support other community beautification projects, provide volunteers in support of City-sponsored (leisure Services and otherwise) events and/or economic development initiatives.
4. The Service Provider shall supply all personnel necessary to provide the Municipal Services detailed herein.

B. SPECIFIC PROJECTS

1. The projects and obligations specified below in Section 2. will be provided by the Service Provider until a revised and Scope of Work is agreed upon by the Parties. The City and the Service Provider shall agree upon such revised Scope of Work on or before March 1, 2020. In accordance with the Municipal Services Agreement, the Municipal Services, as described in the Scope of Work, constitute a material term and condition of the Agreement. The failure of the parties to agree upon a revised Scope of Work on or before March 1, 2020 shall constitute a failure by the Service Provider to perform the Municipal Services, as determined by the City, and shall constitute a material breach of this Agreement and a cause for termination of the Agreement and surrender of the leased Premises as further provided for in the Municipal Services Agreement.

2. The following projects and obligations shall be provided by the Service Provider to the City:

   a. The Service Provider will provide to the City a promotional table at each of the Service Provider's upcoming events for the City to display any promotional events or materials.

   b. The Service Provider will include the City logo on all promotional materials for upcoming events of the Service Provider. The City shall have the right to review the Service Provider's promotional materials in advance of their release and the City may reject inclusion of the City logo thereon in its sole discretion.

   c. The Service Provider will help promote and collect items for the City's food, toy and school supply drives.

   d. The Service Provider will help plan and promote the "Hot Cocoa Holidays" events which occur in December 2019, which include but are not limited to the Holiday Craft Fair, Cocoa/Rockledge Holiday Parade, Cocoa Holiday Festival, and Taste of Cocoa events.

   e. The Service Provider will help to promote the City of Cocoa's City Government Week events in October 2019, which include but are not limited to an Open House at City Hall and a Touch-a-Truck event.

Legislation Details (With Text)

File #:	20-620	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	9/15/2020			**In control:**	City Council
On agenda:	9/23/2020			**Final action:**	
Title:	Consider the reappointments of Mr. Elliott Zimmerman and Mr. Milton Norris Park as members of the Board of Trustees for the Firefighters' Retirement Plan through September 30, 2024. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	09_15_20 Intent to Reapply Elliott Zimmerman.pdf 09_15_20 Intent to Reapply Norris Park.pdf Fire Pension Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 15, 2020
Agenda Date: September 23, 2020
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the reappointments of Mr. Elliott Zimmerman and Mr. Milton Norris Park as members of the Board of Trustees for the Firefighters' Retirement Plan through September 30, 2024.

BACKGROUND:

Mr. Norris Park has served on the Board of Trustees for the Fire Pension since April, 1996 and has been reappointed on a regular basis since. His current term expires on September 30, 2020, and he has expressed a willingness to serve for an additional four years.

Mr. Park meets all of the qualifications for serving on a City board, and his intent to reapply letter is attached for your review. If reappointed, Mr. Park's term would be through September 30, 2024.

Mr. Zimmerman has served as a Council appointed member of the Fire Pension Board since September, 2014. He was reappointed in 2018 and his current term expires September 30, 2020. He has expressed a willingness to serve for another four years.

Mr. Zimmerman meets all qualifications to serve on a City board. If reappointed, his term will be through September 30, 2024. His intent to reapply letter and a current Fire Pension Board roster is attached for your review.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

City Council appoints and reappointments members to City boards and vacancies arise and expirations occur.

RECOMMENDED MOTION:

Consider the reappointments of Mr. Elliott Zimmerman and Mr. Milton Norris Park as members of the Board of Trustees for the Firefighters' Retirement Plan through September 30, 2024.

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

September 14, 2020

Dear Mr. Zimmerman:

Your term of office on the Board of Trustees for the Firefighters' Retirement Plan will expire October 1, 2020. I plan to place this item on an upcoming City Council meeting agenda.

Please indicate on the attached reappointment form whether you would like to serve again for another four-year term. Please return it to me in the enclosed self-addressed, stamped envelope as soon as possible.

Thank you for your attention to this matter. If you have any questions, please contact me.

Sincerely,

Carie Shealy, MMC
City Clerk

Enclosures: as stated

In response to inquiry by the Office of the City Clerk, I, Elliott Zimmerman

X seek reappointment

_____ do not seek reappointment

as a member of the Board of Trustees for the Firefighters' Retirement Plan for the City of Cocoa for a four-year term.

Sincerely,

Elliott Zimmerman

Additional Comments: _____

_____

_____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

September 14, 2020

Dear Mr. Park:

Your term of office on the Board of Trustees for the Firefighters' Retirement Plan will expire October 1, 2020. I plan to place this item on an upcoming City Council meeting agenda.

Please indicate on the attached reappointment form whether you would like to serve again for another four-year term. Please return it to me in the enclosed self-addressed, stamped envelope as soon as possible.

Thank you for your attention to this matter. If you have any questions, please contact me.

Sincerely,

Carie Shealy, MMC
City Clerk

Enclosures: as stated

In response to inquiry by the Office of the City Clerk, I, Milton Norris Park

__✓__ seek reappointment

_____ do not seek reappointment

as a member of the Board of Trustees for the Firefighters' Retirement Plan for the City of Cocoa for a four-year term.

Sincerely,

Milton Norris Park

Milton Norris Park

Additional Comments: _____

_____

_____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Board of Trustees for the Firefighters' Retirement Plan		**Meets as Needed**		**Expirations on October 1st**
Member	**Address**	**Phone**	**Appointed**	**Expiration**
Brandon Lang (Elected by Employees) *Trustee Position #2*	Cocoa Fire Dept. [redacted]	[redacted]	12/16 Re-elected 12/14 Re-elected 10/12 Re-elected 1/22/10 Elected (replaced Silverman)	2020
Leland Cox (Fifth Member)	[redacted]	[redacted]	10/18 Re-elected 03/17 Re-elected 12/14 Re-elected 10/12 Re-elected 02/10 Appointment (John Frey's position)	2020
Elliott Zimmerman (Appointed by Council)	3212 Westchester Drive, Cocoa 32926	632-8861	09/18 Reappointed 9/13/16 Reappointed 09/09/14 Appointed	2020
Milton Norris Park, Chairman (Appointed by Council)	[redacted]	[redacted]	09/18 Reappointed 09/16 Reappointed 07/14 Reappointed 09/12 Reapppointed 10/10 Reappointed 09/08 Reappointed 9/06 Reappointed 4/96 Appointed	2020
Patrick Madden (Elected by employees) *Trustee position #1*	5160 Areca Palm Street Cocoa, FL 32927	pmadden@cocoafl.org	05/2020 Reappointed 02/05/2020 Appointed to fulfill term of Jeff Logan	May 31, 2024
Counsel: Mark Floyd of Mierzwa & Associates	Mierzwa & Assoc. 3900 Woodlake Boulevard, Suite 212 Lake Worth FL 33463-3045			
Administrator: ~~Pete Prior~~	~~Benefits USA~~ ~~3810 Inverrary Blvd.~~ ~~Suite 208~~ ~~Lauderhill FL 33319~~ ***Effective Nov. 2014*** The Resource Centers 4360 Northlake Blvd. Suite 206 Palm Beach Gardens, FL 33410	~~800-452-2454, x203~~ ~~pk911@bellsouth.net~~ 561-624-3277 phone 561-624-3278 fax Baur, J Scott Scott@ResourceCenters.com or Margaret M. Adcock The Resource Centers, LLC		

		4360 Northlake Blvd., Suite 206 Palm Beach Gardens, FL 33410 Phone: 561-624-3277 Fax: 561-624-3278 Email: margie@resourcecenters.com		
RECORDING SECRETARY	Handled by administrator			

Legislation Details (With Text)

File #:	20-623	**Version:** 1	**Name:**	Recognize the dissolution of the US1 CRA
Type:	Resolution		**Status:**	Council Busines
File created:	9/15/2020		**In control:**	City Council
On agenda:	9/23/2020		**Final action:**	
Title:	Staff requests the City Council recognize the dissolution of the US1 Corridor Community Redevelopment Agency effective September 30, 2020. Staff also requests Council to recognize that all assets of the US 1 Corridor CRA be transferred to the City of Cocoa through a Special Warranty Deed and Bill of Sale. (Community Services Director)			
Sponsors:				
Indexes:				
Code sections:				
Attachments:	9-14 US 1 Bill of Sale Signed.pdf 9-14 US 1 Resol Sunset Signed.pdf 9-14 US 1 Sp Warranty Deed Signed.pdf Parcel ID 24-36-28-00-12-7.pdf Parcel ID 24-36-28-BY-5.pdf			

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 15, 2020
Agenda Date: September 23, 2020
Prepared By: Charlene Neuterman, Deputy Community Services Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Staff requests the City Council recognize the dissolution of the US1 Corridor Community Redevelopment Agency effective September 30, 2020. Staff also requests Council to recognize that all assets of the US 1 Corridor CRA be transferred to the City of Cocoa through a Special Warranty Deed and Bill of Sale.

BACKGROUND:

On June 9, 1998, the US1 Corridor Community Redevelopment Agency was established by City of Cocoa Ordinance No. 12-98. Beginning in March 1996, the City of Cocoa participated in an economic development vision plan for Cocoa. The catalyst for this study was the declining state of local businesses and residential areas resulting in a decline of tax revenue and the potential impact to municipal services. A major finding of the study was the identification of the need for a creation of a new Community Redevelopment Agency for the US 1 Corridor. The strategies outlined in the report were:

1. Promote Industrial Activity & Development
2. Promote Value-Based Retail Development at Key Locations

powered by Legistar™

3. Maintain & Enhance the City's Downtown Core, Visitor Attractions and Aesthetic Amenities; and
4. Stabilize the City's Residential Neighborhoods

The CRA accomplished several major goals of their Redevelopment Master Plan. The first major goal accomplished was the partnership with the City of Cocoa and the Florida Department of Transportation (FDOT) to widen US1 and contribute to the enhanced lighting, hardscaping and landscaping along the US1 corridor. This partnership improved the quality of life for many residents by providing enhanced pedestrian and cycling modes of transportation. The next major goal accomplished was the development of Bracco Pond Park to create a linear park/bike path for the residents surrounding Bracco Pond. The area was reimagined and designed as a sustainable green space surrounding a functional stormwater pond. The pond is the centerpiece of the park, which includes a walking trail, benches and opportunities to view the natural habitat. The last, and probably the most important goal of the US1 Corridor CRA, was the development of an affordable housing, more specifically the partnership to construct an affordable senior apartment community (Clearlake Isles) that offers one and two bedroom apartments for low and very low income seniors 55 years and older. This partnership between the US1 Corridor CRA, the City of Cocoa and the developers (DFP Enterprises & Royal American) is a shining example of public-private partnerships to address the needs of affordable housing. Since 2017, Clearlake Isles has generated $267,071.51 in ad valorem and non-ad valorem tax revenue for the City.

Another major component of the US1 Corridor CRA's plan was to offer façade grants to businesses along the corridor to make substantial improvements to their properties. Over $50,000 in façade grant funds were awarded with a private investment of over $200,000 throughout the life of the Agency. The revitalization of a neglected commercial corridor begins with improvements to a single building. Even simple changes such as new paint or windows/doors signal positive change and often stimulate similar improvements in neighboring businesses. The US1 Corridor CRA members created a business recognition award to recognize those businesses who demonstrate above-average efforts in maintaining their property, contributing to the overall appearance of the community at large. The award focused on exterior structural beautification efforts. Many businesses were recognized for their efforts to improve the aesthetic value of the US1 Corridor.

Since its inception in 1998, the US1 Corridor Community Redevelopment Agency created a plan to revitalize the corridor, develop vacant parcels and improve the quality of life for many residents and visitors. The current Agency members, along with the founding and former members of the Agency, should be proud of the goals they achieved during the life of the Agency.

In 2019, an Interlocal Agreement between the City of Cocoa, the US1 Corridor CRA and Brevard County was executed. The Agreement provided that the US1 Corridor CRA would not receive any Tax Increment payments after September 30, 2019 and would terminate the Agency on or before September 30, 2020.

As part of the Agency termination, any and all remaining funds, furniture, equipment and tangible property owned by the Agency is to be sold to the City of Cocoa by Bill of Sale and agreed upon by the Agency members and executed upon approval for a sum of Ten and 00/100 ($10.00) Dollars. Parcel 24-36-28-00-12.7 and Parcel 24-36-28-BY-*-5, as indicated in the Special Warranty Deed is to be agreed upon by the Agency members and executed upon approval for a sum of Ten and 00/100 ($10.00) Dollars.

At the September 14, 2020 US1 Corridor CRA meeting, the Agency members recognized the dissolution and the Chairperson signed all supporting documents necessary for the dissolution and transfer of remaining funds and assets.

At this time, Staff requests the Agency recognize the dissolution of the US1 Corridor Community Redevelopment and present the Resolution of Termination and Dissolution to the Cocoa City Council at the September 23, 2020 meeting. Staff also requests the Agency recognize that all assets of the CRA be transferred to the City of Cocoa.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

At the conclusion of the Fiscal Year 2020 closeout, the remaining funds in the 112, if any, Fund will be transferred to the City of Cocoa General Fund. This number is unknown at this time due to final invoices still left to be paid.

PREVIOUS ACTION:

20-580 US1 Corridor CRA - Agency members recognized the dissolution of the CRA effective September 30, 2020.

RECOMMENDED MOTION:

Staff requests the City Council recognize the dissolution of the US1 Corridor Community Redevelopment Agency effective September 30, 2020. Staff also requests Council to recognize that all assets of the US 1 Corridor CRA be transferred to the City of Cocoa through a Special Warranty Deed and Bill of Sale.

BILL OF SALE

Know All Men by These Presents, that **U.S. 1 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY,** a Florida redevelopment agency formed pursuant to F.S. 163.330, (the "Agency"), for and in consideration of the sum of Ten and 00/100 ($10.00) Dollars lawful money of the United States and other valuable consideration, to it paid by the **CITY OF COCOA, FLORIDA,** a municipal corporation, (the "City"), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the Buyer, their successors, and assigns, the following goods and chattels:

ANY AND ALL FURNITURE, EQUIPMENT AND TANGIBLE PROPERTY OWNED BY THE U.S. 1 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY LOCATED AT 65 STONE STREET, COCOA, FLORIDA 32922.

The property is being conveyed "AS IS" WITH NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Agency makes no representation of any type, either express or implied, as to the physical condition or history of the Property.

To Have and to Hold the same unto the City, and its successors and assigns forever.

AND Agency does covenant to and with the City, and its successors, and assigns, that it is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that it has good right to sell the same aforesaid, and that it will warrant and defend the sale of the said property, goods and chattels hereby made, unto the City, and its successors, and assigns against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, Agency has executed this Bill of Sale, with all required authority, this 14th day of September, 2020.

WITNESSES:

Charlene Neuterman

CHARLENE NEUTERMAN
(print)

Lori Chabot

LORI CHABOT
(print)

U.S. 1 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, a Florida redevelopment agency forms pursuant to F.S. 163.330

By: Richard Louden

Richard Louden, Chairperson

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (check one) ☒ physical presence or ☐ online notarization, this 14 day of September, 2020, by Richard Louden, Chairperson of U.S. 1 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, (check one) ☒ who is personally known to me or ☐ who produced _____ as identification.

Torri Edwards
Notary Public
Print Name: Torri Edwards
My Commission expires:
8/29/21

Notary Public State of Florida
Torri Edwards
My Commission GG 139371
Expires 08/29/2021

RESOLUTION 20-US1 0914

A RESOLUTION OF THE U.S. 1 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, RECOGNIZING THE TERMINATION AND DISSOLUTION OF THE AGENCY PURSUANT TO THE TERMS AND CONDITIONS OF THAT CERTAIN INTERLOCAL AGREEMENT BETWEEN THE AGENCY, CITY OF COCOA AND BREVARD COUNTY, RECORDED IN THE OFFICIAL RECORDS OF BREVARD COUNTY, FLORIDA AT ORB 8617, PAGE 1085; AUTHORIZING THE CONVEYANCE OF REAL PROPERTY AND ANY TANGIBLE PERSONAL PROPERTY TO THE CITY OF COCOA IN FURTHERANCE OF THE AGENCY'S TERMINATION AND DISSOLUTION; AUTHORIZING THE CITY OF COCOA TO CONCLUDE THE AGENCY'S AFFAIRS UPON TERMINATION AND DISSOLUTION TO THE EXTEND NECESSARY; AUTHORIZING THE CHAIRPERSON TO EXECUTE CONVEYANCE DOCUMENTS AND SUCH OTHER DOCUMENTS TO EFFECTUATE THE AGENCY'S TERMINATION AND DISSOLUTION; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the U.S. 1 Corridor Community Redevelopment Agency was established on June 9, 1998, by City of Cocoa Ordinance No. 12-98; and

WHEREAS, pursuant to that certain Interlocal Agreement between the City of Cocoa, U.S. 1 Community Redevelopment Agency and Brevard County, recorded at Official Record Book 8617, Page 1085, the Agency shall terminate effective September 30, 2020; and

WHEREAS, the Agency hereby finds that it is has completed its intended duties and responsibilities pursuant to Ordinance No. 12-98 and has served the citizens of Cocoa and the Redevelopment Area faithfully and well; and

WHEREAS, the Agency now desires to plan for its termination and dissolution by transferring its remaining assets to the City of Cocoa including, but not limited to, any real property and tangible property owned by the Agency.

NOW THEREFORE, BE IT RESOLVED BY THE U.S. 1 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, AS FOLLOWS:

SECTION 1. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the U.S. 1 Corridor Community Redevelopment Agency ("Agency").

SECTION 2. Recognition of Termination and Dissolution. The Agency hereby recognizes the Agency's existence shall terminate effective October 1, 2020, and thereafter, the Agency shall be considered dissolved.

SECTION 3. Conveyance of Real Property. Pursuant to said termination and dissolution, the Agency hereby declares its intent and authorization to convey all real property owned by the Agency to the City of Cocoa, and the Chairperson is hereby authorized to execute the Special Warranty Deed attached hereto as **Exhibit "A."**

SECTION 4. Transfer of all Tangible Personal Property and Remaining Funds. Pursuant to said termination and dissolution, the Agency hereby declares its intent and authorization to convey all furniture, equipment and other tangible personal property owned by the Agency and remaining funds, if any, to the City of Cocoa, and the Chairperson is hereby authorized to execute the Bill of Sale attached hereto as **Exhibit "B."**

SECTION 5. The City of Cocoa and Chairman Authorized to Wrap-up the Agency's Business Affairs. Up termination and dissolution of the Agency on October 1, 2020, the City of Cocoa is hereby authorized to wrap-up and conclude the Agency's business affairs, and shall be authorized to take such action necessary to conclude said affairs including, but not limited to, notifying the State of Florida Department of Economic Opportunity and Brevard County of its termination, maintaining Agency records, making payments on outstanding invoices, completing reporting requirements and completing a final audit required by law. To the extent necessary, the Chairman is authorized to act on the Agency's behalf and execute such documents necessary to conclude the Agency's affairs.

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and **ADOPTED** this 14th day of September, 2020.

U.S. 1 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, a Florida redevelopment agency formed pursuant to F.S. 163.330

By: _____
Richard Louden, Chairperson

Prepared by and return to:
Anthony A. Garganese, Esquire
Garganese, Weiss, D'Agresta & Salzman, P.A.
Post Office Box 2873
Orlando, Florida 32802-2873

Parcel ID: 24-36-28-00-12.7
24-36-28-BY-*-5

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 14th day of September, 2020, by and between **U.S. 1 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY**, a Florida redevelopment agency formed pursuant to F.S. 163.330 ("Grantor"), whose mailing address is 65 Stone Street, Cocoa, FL 32922, and the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation, ("Grantee") whose address is 65 Stone Street, Cocoa, FL 32922. (Wherever used herein the term "Grantor" and "Grantee" include all the parties to this instrument and the successors and assigns of corporations.)

WITNESSETH: That Grantor, for and consideration of the sum of Ten and No/100 Dollars ($10.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, and Grantee's heirs, successors and assigns forever, the parcel of land situate, lying and being in the County of Brevard, State of Florida, and more particularly described as follows (the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO
AND MADE A PART HEREOF.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

SUBJECT TO reservations, covenants, restrictions, easements of record, which reference hereto shall not operate to reimpose same, and taxes for the current year.

AND Grantor, for itself and its successors, hereby covenants with Grantee and Grantee's heirs, successors and assigns that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming, by through or under Grantor only.

IN WITNESS WHEREOF, GRANTOR has hereunder set its hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

(signature)

CHARLENE NEUTERMAN
(print name)

(signature)

LORI Chabot
(print name)

U.S. 1 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, a Florida redevelopment agency formed pursuant to F.S. 163.330

By: _____
Richard Louden, Chairperson

Address: 65 Stone Street, Cocoa, FL 32922

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (check one) ☒ physical presence or □ online notarization, this 14 day of September, 2020, by Richard Louden, Chairperson of U.S. 1 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, a Florida redevelopment agency formed pursuant to F.S. 163.330 (check one) ☒ who is personally known to me or □ who produced _____ as identification.

Torri Edwards
Notary Public - State of Florida
Print Name: Torri Edwards
My Commission expires:
8/29/21

Notary Public State of Florida
Torri Edwards
My Commission GG 139371
Expires 08/29/2021

EXHIBIT "A"

PARCEL 1:

PART OF LOTS 2 AND 3 AND PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AS DESCRIBED IN DEED BOOK 229, PAGES 373 TO 376, EXCEPT DEED BOOK 367, PAGE 335, PLAT BOOK 10, PAGE 47 AND HIGHWAY RIGHT OF WAY KNOWN AS TRACT 7, WEST OF FLORIDA EAST COAST RAILROAD, IN SECTION 28, TOWNSHIP 24 SOUTH, RANGE 36 EAST, LOCATED IN THE CITY OF COCOA, FLORIDA, ADJOINING THE WEST RIGHT OF WAY LINE OF THE FEC RAILROAD DIRECTLY OPPOSITE COCOA HEIGHTS SUBDIVISION

AND

PARCEL 2:

LOT 5, CRESTVIEW ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 37, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LESS AND EXCEPT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2619, PAGE 472, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

COVID-19 UPDATE

All offices of the Brevard County Property Appraiser are now open to the public during normal business hours with no appointment necessary. Members of the public are still encouraged to obtain needed services by using our website, online forms, email, or by phone.

Read More

Property Search

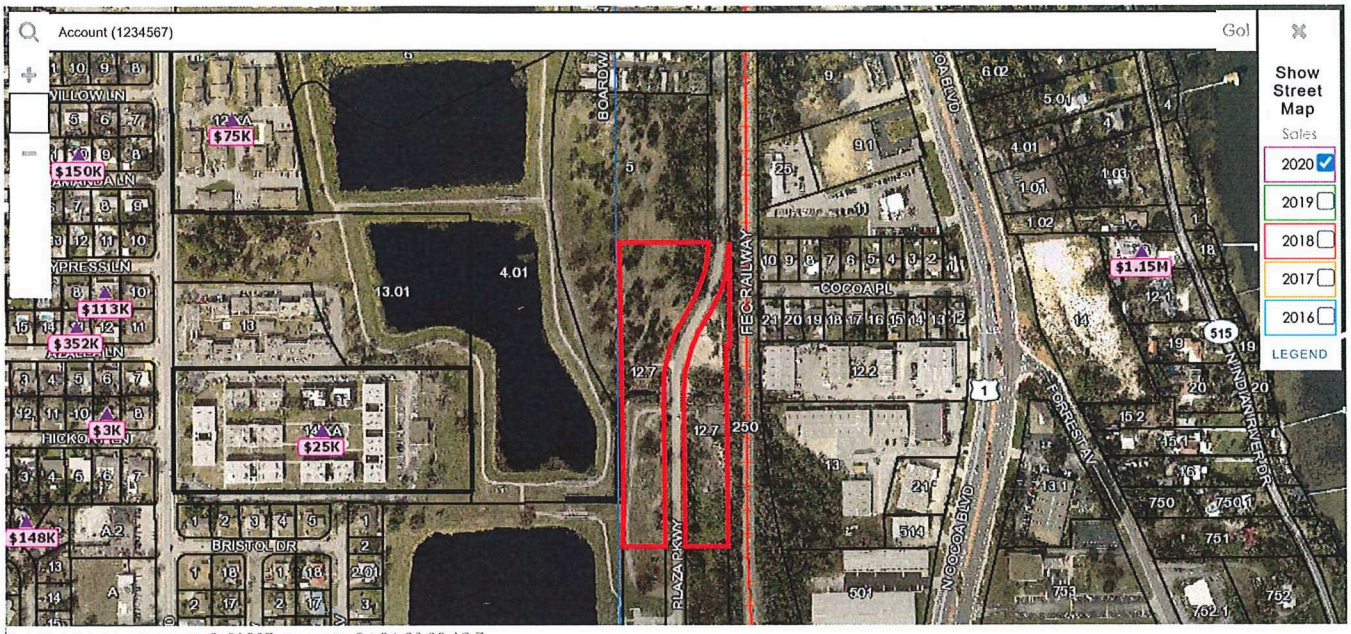
Contact Us

Brevard County Property Appraiser

Dana Blickley, CFA

Map Subject Property | Open Map in New Window

MapView | EagleView



No Photo

Account: 2421027 Parcel ID: 24-36-28-00-12.7
Sale: 7/10/2009 $285,000 - Vacant
BCPAO Market Value: $77,310
Owners: US 1 Corridor Redevelopment; Agency
Address: 1055 Plaza Pkwy Cocoa FL 32922

Zoom | Clear | Details | Hide Info

| Instructions | Disclaimer

COVID-19 UPDATE

All offices of the Brevard County Property Appraiser are now open to the public during normal business hours with no appointment necessary. Members of the public are still encouraged to obtain needed services by using our website, online forms, email, or by phone.

Read More

Property Search

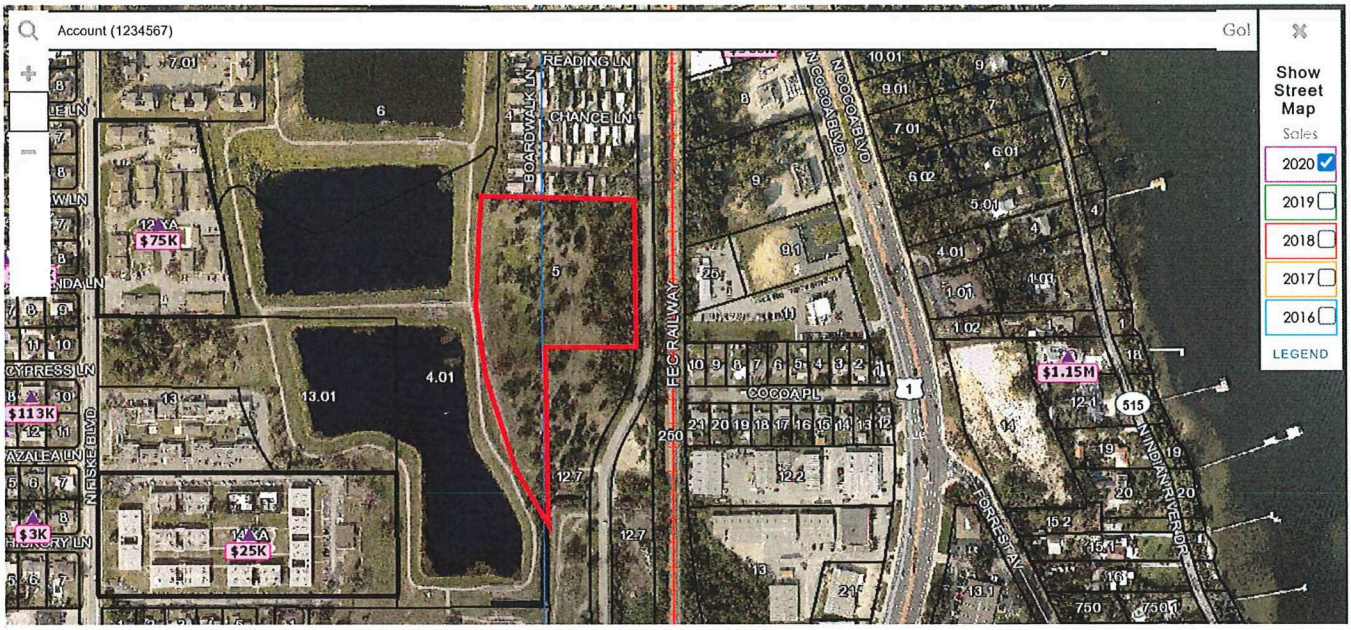
Contact Us

Brevard County Property Appraiser

Dana Blickley, CFA

Map Subject Property | Open Map in New Window

MapView | EagleView



No Photo

Account: 2420991 Parcel ID: 24-36-28-BY-*-5
Sale: 7/10/2009 $285,000 - Vacant
BCPAO Market Value: $91,170
Owners: US 1 Corridor Redevelopment; Agency
Address: Not Assigned

Zoom | Clear | Details | Hide Info
| Instructions | Disclaimer

Legislation Details (With Text)

File #:	20-635	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Council Busines
File created:	9/18/2020			**In control:**	City Council
On agenda:	9/23/2020			**Final action:**	
Title:	Approve Resolution 2020-208 naming the City's 250' T-Dock the "Capt. Ed Lanni T-Dock." (Interim City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 2020-XX Capt. Ed Naming of T-Dock.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 18, 2020
Agenda Date: September 23, 2020
Prepared By: Matthew Fuhrer, Interim City Manager
Through:
Requested Action:
Approve Resolution ____ naming the City's 250' T-Dock the "Capt. Ed Lanni T-Dock."

BACKGROUND:

At the July 22 regular City Council meeting, City Council provided direction for staff to return a resolution naming the City's 250' T-Dock the "Capt. Ed. Lanni T-Dock" due to his significant contributions to the City of Cocoa and service in the Merchant Marine. Captain Edward A. Lanni is a Cocoa Citizen who has contributed numerous volunteer hours to the City of Cocoa and is a retired Master Mariner of the United States Merchant Marine. In accordance with the City of Cocoa Code of Ordinances Chapter 2, Article 1, Section 2-9 a resolution approved by City Council is necessary to officially name the amenity.

Ed Lanni Civic Contributions/Service to the City

City of Cocoa Volunteer of the Year
Board Member Cocoa Community Redevelopment Agency- November 1998 to Present
Space Coast Transportation Planning Organization Citizen Advisory Committee- Until 2018
Member of the Charter Review Committee- 2010
Member of the Cemetery Committee- 2012
Civic contributions through other private organizations within the City of Cocoa

Upon approval city staff will place a marker at the amenity to designate the dock for future reference.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

PREVIOUS ACTION:

RECOMMENDED MOTION:

To approve resolution ____ naming the City's 250' T-Dock the "Capt. Ed Lanni T-Dock."

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RESOLUTION NO. 2020-208

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, NAMING THE T-DOCK LOCATED WITHIN THE COCOA RIVERFRONT PARK IN HONOR OF CAPTAIN EDWARD A. LANNI; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-9 of the City Code establishes the method and procedure for naming certain City buildings, streets and parks and such naming rights are solely vested in the City Council; and

WHEREAS, Captain Edward A. Lanni (hereinafter fondly referred to as "Captain Ed") is a long standing community leader residing within the City of Cocoa; and

WHEREAS, Captain Ed is a retired Master Mariner of the United States Merchant Marine and is recognized for his passion and love of the sea and seafaring adventures and experiences; and

WHEREAS, Captain Ed has tirelessly dedicated an immeasurable amount of volunteer hours to the City of Cocoa and the Cocoa Community; and

WHEREAS, among his many contributions to the City of Cocoa and Cocoa Community include his current service as board commissioner of the Cocoa Community Redevelopment Agency since 1998, and past service on the Space Coast Transportation Planning Organization Citizen Advisory Committee, the Cocoa Charter Review Committee in 2010, the Cocoa Cemetery Committee, and many other civic contributions through other private organization within the City of Cocoa; and

WHEREAS, Captain Ed also previously received the prestigious City of Cocoa Volunteer of the Year award for his faithful and dedicated community service to the City of Cocoa; and

WHEREAS, Captain Ed is much admired, loved and respected in the Cocoa Community; and

WHEREAS, the City Council hereby finds that for all his worthy and selfless dedication and contributions to the City of Cocoa, it is a most fitting tribute to name the City of Cocoa's newly constructed 250 ft T-Dock located within the Cocoa Riverfront Park in Captain Ed's Lanni's honor; and

WHEREAS, the City Council hereby bestows this naming honor upon Captain Ed with a sense of tremendous thankfulness and gratitude, and wishes to once again commend Captain Ed for his tireless devotion and contributions to the Cocoa Community; and

WHEREAS, the City Council has determined this Resolution is in the best interests of the City of Cocoa.

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

SECTION 1. Recitals. The foregoing recitals are hereby fully incorporated herein by this reference and are deemed a material part of this Resolution.

SECTION 2. T-Dock Naming. The City Council hereby names the City's newly constructed 250 ft T-Dock in honor of Captain Ed, and said T-Dock shall hereafter be known and referred to as the "Capt. Ed. Lanni T-Dock." City staff is hereby directed to acquire, install and maintain a permanent marker at the T-Dock to appropriately reflect the naming honor bestowed on Capt. Ed by this Resolution.

SECTION 3. 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 September, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	20-642	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	9/21/2020			**In control:**	City Council
On agenda:	9/23/2020			**Final action:**	
Title:	Approve the current Code Enforcement Lien for the property located at 3649 Crossbow Dr., be reduced to $500.00 as recommended by the Code Enforcement Board. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Lien Reduction Application 3649 Crossbow Dr..pdf Brevard County Property Apprasier.pdf Signed Board Order.pdf Order Imposing.pdf Cost Affidavit Form -3649 Crossbow Dr.pdf Staff Report for Lien Reduction-3649crosse.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 21, 2020
Agenda Date: September 23, 2020
Prepared By: Darla Crowl, Code Enforcement Coordinator
Through: Michael Cantaloupe, (Police Chief)
Requested Action:
Approve the current Code Enforcement Lien for the property located at 3649 Crossbow Dr., be reduced to $500.00 as recommended by the Code Enforcement Board.

BACKGROUND:

CASE # 17-908

This property has a current short sale in hopes to avoid going into foreclosure. It is in the City's interest to allow the property to be sold in a short sale rather than let the property fall into foreclosure. Having an established owner to provide care and maintenance keeping the property incompliance.

The Code Enforcement Board held a public hearing on **11/15/2018**, at which time the Board found the owner, **Brunais, Christopher M** in violation of the following:

- AAP. A, ART. XII, SEC. 3 Minimum standards for the design of off-street parking/driveways
- *Permit Required App A Art. XV Sec 2 (a)*

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective **12/16/2018** The lien ran at **$50.00** per day from **1/19/2018** until compliance was achieved on **10/9/2010**. Code records show onsite inspections were conducted by Officer Murdick. The current owner, **Brunais, Christopher M** , is requesting that the lien be reduced to **zero**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- The number of violations related to the subject lien; **Two**
- Number of Inspections performed:**7**
- The length of time the property was in violation: **298 Days**
- Previous Code Violations: **Yes, on other properties.**
- Property Taxes: **2019 Paid**
- Other Liens: **Records show 1 outstanding liens on the property. For Water**
- Property Inspection: **8/19/20 and was incompliance before Code Board Hearing. An inspection will occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$149,450.00** according the Brevard County Property Appraiser.

Staff submits their cost sheet for **$1,636.84**

Staff's recommendation is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of staff time recommends a reduction to the amount of cost **$1,636.84**

Per the City Code, this is only a recommendation to the City Council. If the Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one year period of time.

STRATEGIC PLAN CONNECTION:

Crime, Image and Community Development

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting September 17, 2020, recommended that the lien be reduced to $500.00

RECOMMENDED MOTION:

Approve the current Code Enforcement Lien for the property located at 3649 Crossbow Dr., be reduced to $500.00 as recommended by the Code Enforcement Board.

Application # CE - 17 - 908

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

For Office Use Only - Date Received
RECEIVED
JUN 25 2020
BY:
Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. Date: June 10, 2020

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): Spira, Beadle & McGarrell, PA.

Name: Stephen E. Spira, Esquire

Mailing Address: 4865 N. Wickham Road, Suite 102

City: Melbourne State: FL Zip Code: 32940-8303

Phone #: 321-610-3001 Fax #: 321-724-6008

Mobile #: _____ E-mail: steve@sbmlawyers.com

3. **Property Owner Information:** ** Check here if same as Applicant →* ☐
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): N/A

Name: Christopher M. Brunais

Mailing Address: 3782 Stream Dr.

City: Melbourne State: FL Zip Code: 32940

Phone #: 321-603-7261 Fax #: —

Mobile #: 321-750-5381 E-mail: chrisbrunais19thhole@gmail.com

3649 Crossbow

4. **Information for property on which lien occurs:**

Street Address and Location: 3649 Crossbow Dr. Cocoa, FL 32696

Parcel ID:

24-35-13-75-[illegible]-52[ ][ ]-

Tax Account Number:

2404923

Existing Use(s) on Property: 0110 - Single Family Residence

Proposed Use(s) on Property: 0110 - Single Family Residence

(If residential – (circle one) **owner occupied** or rental), if rental does property owner anticipate accepting any state or federal rental ~~subsidies?~~

Nature of Violation(s): Unpermitted work

Date Fine or Lien Imposed: 11/20/2017 Amount of Fine: $14,910.00 per day

Have the violation(s) on the subject property been corrected: Yes / No (Circle one)

Date upon which the subject property was brought into compliance: _____

5. **Please provide the following information:**

Code enforcement case number: 17-908

Were you the property owner at the time the lien was imposed? (Yes) / No (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? _____

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / No / (NA) (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? N/A

Did you receive the Notice of Violation issued by the Code Enforcement Division: (Yes) / No (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / (No) (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:
The rock used next to the driveway was the left over landscape rock. Also the rock used is 57 stone which is pervious to water

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:
since it was landscape rock I had no idea that it would be mistaken for a driveway add on

Amount you are requesting that the lien be reduced to: $,00
Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:
N/A

6. Please submit the following items in order complete the application:
   a. ☑ Notarized application.
   b. ☑ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**
   c. ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.
   d. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).
   e. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☐ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representitive.

12. **Signatures and Notarization.**

STATE OF FLORIDA COUNTY OF BREVARD. I, Christopher M. Brunais being first duly sworn, depose and say that:

☑ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

(APPLICANT SIGNATURE)

Maerlu H. Wooley
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☑

Type of I.D. Produced FL DL

MAERLU H WOOLEY
Commission # GG 220399
Expires May 21, 2022
Bonded Thru Budget Notary Services

Maerlu H. Wooley
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 11th day of June, 20 20

Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

PROPERTY DETAILS

Phone: (321) 264-6700
https://www.bcpao.us

Account	2404923
Owners	Brunais, Christopher M
Mailing Address	3649 Crossbow Dr Cocoa FL 32926
Site Address	3649 Crossbow Dr Cocoa FL 32926
Parcel ID	24-35-13-75-*-52
Property Use	0110 - Single Family Residence
Exemptions	None
Taxing District	23D0 - Cocoa
Total Acres	0.17
Subdivision	Cocoa North Unit 5
Site Code	0142 - Nbhd Lake/Reten Frtg
Plat Book/Page	0027/0044
Land Description	Cocoa North Unit 5 Lot 52



VALUE SUMMARY

Category	2020	2019	2018
Market Value	$149,450	$142,970	$129,840
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$149,450	$132,300	$129,840
Assessed Value School	$149,450	$132,300	$129,840
Homestead Exemption	$0	$25,000	$25,000
Additional Homestead	$0	$25,000	$25,000
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$149,450	$82,300	$79,840
Taxable Value School	$149,450	$107,300	$104,840

SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
08/14/2017	$150,000	WD	Improved	7961/0405
02/15/2002	$87,000	WD	Improved	4532/3013
03/01/1994	$6,500	QC	Improved	3392/0456
10/21/1981	$46,500	WD	--	2334/2361
08/18/1981	$1,201,200	PT	--	2321/0705

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - Single Family Residence

Materials	
Exterior Wall:	Stucco
Frame:	Masnryconc
Roof:	Asph/Asb Shngl
Roof Structure:	Hip/Gable

Details	
Year Built	1981
Story Height	8
Floors	1
Residential Units	1
Commercial Units	0

Sub-Areas	
Base Area (1st)	1,092
Garage	338
Open Porch	51
Total Base Area	1,092
Total Sub Area	1,481

Extra Features	
Patio - Concrete	180

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 17-908

THE CITY OF COCOA
A Florida Municipal Corporation,
Complainant,

vs.

Christopher M. Brunais
Owners of the Property located at:
3649 Crossbow Dr
Cocoa, FL 32926

Parcel ID: 24-35-13-75-*-52

Respondent,
_____/

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on November 15, 2018 to determine whether any violations of the City of Cocoa Code of Ordinances exist or existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, makes the following Findings of Fact, Conclusions of Law and Order as set forth herein.

Findings of Fact and Conclusions of Law

Based upon the evidence and testimony presented at this hearing, the Code Enforcement Board finds: That a code enforcement officer of the City of Cocoa determined the Subject Property was in violation of: XXII.Permit Required App A Art. XV Sec 2 (a) and Minimum standards for off-street parking APP. A, ART.XII, SEC. 3 , of the City Code, and issued a Notice of Violation to Respondent giving a reasonable time to correct the violation(s).

1. That Respondent failed to correct such violation(s) within the reasonable time period provided in the Notice of Violation. Pursuant to section 162.06, Florida Statutes, this hearing was scheduled. Proper written notice of this hearing was given to Respondent.

2. That based on the testimony and evidence presented, including Staff's presentation, the Board finds Respondent is in violation of the following: XXII.Permit Required App A Art. XV Sec 2 (a) and Minimum standards for off-street parking APP. A, ART.XII, SEC. 3, of the City Code.

Order

BASED UPON THE FOREGOING FACTS AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED:

1. Respondent shall be given until December 15, 2018 to correct all violations set forth herein on the property.

2. If Respondent fails to correct all cited violations within the time period set forth herein,the Code Enforcement Officer shall schedule this Case to appear for a compliance hearing before the Code Enforcement Board at a date to be determined, where the sole issue to be considered is whether compliance has been achieved on all violations. Respondent will be given an opportunity to appear and present evidence regarding compliance.

3. Upon a finding by the Code Enforcement Board that the property was not brought into compliance by the date set forth in this Order, a fine in the amount of fifty dollars ($50.00) per day may be imposed for each and every day any of the violations continue past the above-stated date ordered for compliance by the Board and the daily fines shall continue to run until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer. Respondent shall be responsible to immediately notify the Code Enforcement Officer if the property has been brought into compliance.

4. If the Board finds Respondent failed to comply with all violations by the date set forth herein, an Order Imposing Fine shall be entered and a certified copy of said Order may be recorded in the public records of Brevard County, Florida, which shall serve as a lien against the property.

Once the violations have been corrected, any of the same violations by Respondent within five years may constitute a repeat violation where the Board may impose a fine of up to $500.00 per day for each day the violation exists beginning the day the repeat violation is first observed by the Code Enforcement Officer.

DONE AND ORDERED THIS 15 DAY OF November, 2018.

CODE ENFORCEMENT BOARD OF THE
CITY OF COCOA, FLORIDA

Jim Gifford, Chairman

I CERTIFY THAT A COPY OF THIS ORDER was furnished to Respondent(s) at Christopher M Brunais, whose mailing address is 3649 Crossbow Dr Cocoa FL 32926 this 15 day of November, 2018 via __hand delivery/__certified mail/1 U.S. mail/__posting (mark all that apply).

Darla D Crowl
Secretary, Code Enforcement Board

Notary Public State of Florida
Darla D Crowl
My Commission GG 266694
Expires 11/11/2022

COCOA CITY
65 STONE ST
COCOA, FL 32922-7807

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 17-908
1/30/2019

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

vs.

Christopher M Brunais
Owners of the Property located at:
3649 Crossbow Dr
Cocoa FL 32926

Parcel ID: 24-35-13-75-*-52

Respondent,

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on 1/30/2019 to determine whether any violations of the City of Cocoa Code of Ordinances existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, issued the Findings of Fact, Conclusions of Law and Order. The Order required the Respondent to come into compliance by 12/15/2018

At a duly noticed Compliance Hearing of Code Enforcement Board the Respondent was found in non-compliance of the Board Order. It is hereby Ordered that the City of Cocoa shall impose a fine in the amount of $50.00 per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer.

This Order shall be recorded in the public records for Brevard County, Florida, which shall serve as a lien against and upon any real or personal property owned by the Respondent pursuant to Section 162.08 and 162.09, Florida Statutes.

DONE AND ORDERED at Cocoa, Florida, this 30th , day of January, 2019

CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA

Jim Gifford, Chairman

CERTIFICATION:
State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 6 day of February, 2019, by Jim Gifford, Chairman of the City of Cocoa Code Enforcement Board.

Notary Public Signature

Notary Public State of Florida
Darla D Crowl
My Commission GG 266694
Expires 11/11/2022

Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Case#: CE-17-908 **Date: 08/24/20**

Christopher Brunais

Site Address: 3649 Crossbow Dr.

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-$25.16, Coordinator-$26.16, Manager-$38.64, Chief-$59.81 & City Attorney-$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	9	0.5	$25.16	$113.22
2	Code Manager	5	0.5	$38.64	$96.60
3					
				Total A1	$209.82

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	10	0.5	25.16	$251.60
2	Code Manager	2	0.5	38.64	$77.28
3					
				Total A2	$328.88

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	16	$26.16	$418.56
2	City Attorney	Case Duties	2	$150.00	$300.00
3	Chief	Board Hearings	2	$59.81	$119.62
4					
5					
				Total A3	$838.18

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	485	$0.35	$169.75
2	Large Envelope	33	$0.64	$21.12
3	Standard Envelope	9	$0.10	$0.90
4	Color Photo Prints	32	$0.45	$14.40
5	Standard Mail	5	$0.55	$2.75
6	Certified Mail	4	$5.26	$21.04
7	Recording Fees	3	$10.00	$30.00
8				
9				
			Total B	$259.96

C. Total Amount of Cost (A1+A2+A3+B): $1,636.84

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
9/17/2020

LIEN REDUCTION REQUEST FOR
3649 Crossbow Dr.

CASE # 17-908

The Code Enforcement Board held a public hearing on **11/15/2018**, at which time the Board found the owner, **Brunais, Christopher M** in violation of the following:

- AAP. A, ART. XII, SEC. 3 Minimum standards for the design of off-street parking/driveways
- *Permit Required App A Art. XV Sec 2 (a)*

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective **12/16/2018** The lien ran at **$50.00** per day from **1/19/2018** until compliance was achieved on **10/9/2010**. Code records show onsite inspections were conducted by Officer Murdick. The current owner, **Brunais, Christopher M** , is requesting that the lien be reduced to **zero**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- The number of violations related to the subject lien; **Two**
- Number of Inspections performed:**7**
- The length of time the property was in violation: **298 Days**
- Previous Code Violations: **Yes, on other properties.**
- Property Taxes: **2019 Paid**
- Other Liens: **Records show 1 outstanding liens on the property. For Water**
- Property Inspection: **8/19/20 and was incompliance before Code Board Hearing. An inspection will occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$149,450.00** according the Brevard County Property Appraiser.

Staff submits their cost sheet for **$1,636.84**

Staff's recommendation is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of staff time recommends a reduction to the amount of cost **$1,636.84**

Per the City Code, this is only a recommendation to the City Council. If the Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one year period of time.

Legislation Details (With Text)

File #:	20-599	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	9/4/2020			**In control:**	City Council
On agenda:	9/23/2020			**Final action:**	
Title:	Approve the Memorandum of Understanding between the City of Cocoa and the Coastal Florida Police Benevolent Association (PBA) to amend Article 28 Wages for Fiscal Year 2021. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	Labor, labor union, PBA				
Code sections:					
Attachments:	Cocoa PBA Agreement to Amend - Article 28 Wages FY21.pdf PBA Rank and File FY19-21 (w MOUs).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 8, 2020
Agenda Date: September 23, 2020
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: Matthew Fuhrer, Interim City Manager
Requested Action:
Approve the Memorandum of Understanding between the City of Cocoa and the Coastal Florida Police Benevolent Association (PBA) to amend Article 28 Wages for Fiscal Year 2021.

BACKGROUND:

On September 25, 2018, City Council approved the ratification of a three-year contract between the City of Cocoa and the Coastal Florida Police Benevolent Association (PBA) for the contract term of October 1, 2018 through September 30, 2021. As part of that agreement, salary pay grades and annual wage increases were agreed for the three-year term, which included an annual three percent (3%) increases on October 1 of each fiscal year. At that time, the City was competitive but since then many of our surrounding agencies have continued to adjust their starting pay annually, and it has caused an increase in turnover with Police and Communications Officers.

This contract includes the classifications of Police Officers, Police Sergeants, and Dispatch/Communication Officers. City Staff recommends increasing the pay plan minimums and maximums by eight percent (8%) to make the City more competitive and to help retain officers. Additionally, City Staff recommends an annual wage increase of eight percent (8%) instead of the original three percent (3%) already ratified in the current contract.

Classification	Previous Pay Grades	Revised Pay Grades

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Dispatch/Communications Officer	$14.90/$30,992.00 -$24.52/ $51,001.60	$16.09/$33,467.20 - $26.48/ $55,078.40
Police Officer	$18.75/$39,000.00 - $29.33/ $61,006.60	$20.25/$42,120.00 - $31.68/ $65,894.40
Police Sergeant	$25.00/$52,000.00 - $38.74/ $80,579.20	$27.00/$56,160.00 - $41.84/ $87,027.20

Due to mandatory bargaining requirements for wages and the fact that City Council is required to approve pay plan changes. An internal meeting was held between Interim City Manager Matthew Fuhrer and PBA bargaining representatives to review the proposed changes and the attached memorandum of understanding was approved by PBA on September 4, 2020.

During the Fiscal Year of 2021, City Staff will begin a new three-year agreement for future fiscal years, as this modification is only for Fiscal Year 2021.

STRATEGIC PLAN CONNECTION:

Employees - Competitive salaries helps retain a qualified workforce and continue public services to our community.

BUDGETARY IMPACT:

Budgeted Yes

The budgetary impact of this amendment is included in the proposed Fiscal Year 2021 budget. A future BAF will be brought to City Council on an agenda item to utilize contingency funds budgeted in FY21 for this wage increase to reallocate the appropriate amount to the Police Department personal services account.

PREVIOUS ACTION:

At a regular City Council Meeting on September 25, 2018, Council approved a three-year contract between the City of Cocoa and the Coastal Florida Police Benevolent Association (PBA) for the contract term of October 1, 2018 through September 30, 2021.

RECOMMENDED MOTION:

Approve the Memorandum of Understanding between the City of Cocoa and the Coastal Florida Police Benevolent Association (PBA) to amend Article 28 Wages for Fiscal Year 2021.

AGREEMENT TO AMEND THE COLLECTIVE BARGAINING AGREMENT
BETWEEN THE CITY OF COCOA AND
COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION, INC. (CFPBA)

This is agreement is entered by and between the City of Cocoa, hereinafter referred to as "City" and Coastal Florida Police Benevolent Association, Inc., Rank and File, hereinafter referred to as "CFPBA". The City and CFPBA are parties to a collective bargaining agreement effective October 1, 2018 through September 30, 2021 and have mutual agreement to modify Article 28 Wages as stated below (underlined type are additions and ~~strikeout~~ type are deletions to the CBA).

Article 28 – Wages

Section 1. Effective October 1 of Fiscal Year 2019~~,~~and 2020, ~~and 2021,~~ the City shall provide bargaining unit members with a three percent (3%) wage increase. Effective October 1 of Fiscal Year 2021, the City shall provide bargaining unit members with an eight percent (8%) 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	PU6	$~~14.90~~16.09/$~~30,992.00~~33,467.20	$~~24.52~~26.48/$~~51,001.60~~55,078.40
Police Officer	PU9	$~~18.75~~20.25/$~~39,000.00~~42,120.00	$~~29.33~~31.68/$~~61,006.60~~65,894.40
Police Sergeant	PU12	$~~25.00~~27.00/$~~52,000.00~~56,160.00	$~~38.74~~41.84/$~~80,579.20~~87,027.20

Section 2. For fiscal year ~~2019~~2021, bargaining unit members will be brought to the new pay grade minimum or receive a ~~three~~ eight percent (~~3~~8.0%) wage increase, whichever is greater.

The Parties hereby acknowledge and warrant that they understand and agree to all of the terms of this Agreement to Amend the CBA:

Mutually agreed to on September 17th, 2020

Signed: _____ CFPBA

Signed: _____ City of Cocoa





AGREEMENT

BETWEEN

CITY OF COCOA, FLORIDA

AND

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION

(PBA)

OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2021

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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.

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); 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. 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 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, 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 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 Shift Lieutenant, 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.

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 in accordance with Assignments and Transfers General Order (0510). These assignments will be announced by Departmental email as an internal posting with the criteria established by Departmental policy.

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 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.

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 Lieutenant that is over the Officer's shift. 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.

Section 3. Upon request, and prior to being interviewed, 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 4. 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 5. 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 6. 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 upon ordinance No. 8-2018 effective date, as agreed to in MOU signed August 27, 2018.

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 October 27, 2015, compensation for pension purposes shall be base pay including state funded incentives and holiday pay, but excluding overtime pay in excess of one hundred fifty (150) hours per fiscal year; special detail pay, all other forms of 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 at this time. At such time, the parties will negotiate the details of the share plan.

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.
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.
3. The bargaining unit employee must be registered in a nationally accredited institution in a career related course program.
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.
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	50%
C	25%
D or lower	0%

In no case will tuition reimbursement exceed two (2) courses per academic period.

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.

7. Tuition reimbursement will be limited to the tuition rate charged by University of Central Florida. Reimbursement is dependent upon sufficient funds being budgeted by the City for such purposes.
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 of a leave of absence, the probationary period will be temporarily suspended during the absence. Upon returning from the leave of absence, the probationary period will be resumed and continued.

Section 2. Probationary periods are intended to allow time for proper evaluation and training of new employees. 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 , it will be signed up for by seniority. The posted shift or detail will be awarded to the most senior Officer or Communications Officer willing to work the entire length of the posted shift 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 and Communications Officers, if there is less than twenty-four (24) hours advanced posting for the affected shift, 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. Upon separation of employment, the employee will be paid for any unused compensatory time.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 fifty dollars ($250.00), 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 $125 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, 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

Martin Luther King's Birthday

Memorial Day

Independence Day

Labor Day

Veteran's Day

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 a modified shift for purposes of light duty or workers' compensation or in an unpaid leave status shall not receive lump sum holiday but rather have the day off. In such cases, the employee's holiday pay will be prorated to reflect the hours in an active shift status (i.e., seven (7) holidays observed, seventy (70) hours paid). Those on modified shift and not scheduled to work the holiday will receive holiday pay in their paycheck for that week for the amount of hours scheduled (normally an eight hour shift).

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 accrues monthly upon hire but may not be taken until after six (6) months of employment. Vacation leave shall not accrue if an employee is in a non-pay status for over thirty (30) calendar days.

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. 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. In the event a bargaining unit employee's death occurs during the term of this Agreement, his or her accrued vacation, if any, shall be paid to the employee's beneficiary or estate in the payout rate defined for a resignation.

ARTICLE 28

WAGES

Section 1. Effective October 1 of Fiscal Year 2019, 2020, and 2021, the City shall provide bargaining unit members with a three percent (3%) 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	PU6	$14.90/$30,992.00	$24.52/$51,001.60
Police Officer	PU9	$18.75/$39,000.00	$29.33/$61,006.60
Police Sergeant	PU12	$25.00/$52,000.00	$38.74/$80,579.20

Section 2. For fiscal year 2019, 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 payment. 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	$.25 per hour
Traffic Homicide	$.25 per hour
Motor Unit	$.25 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
School Resource Officer	$.50 per hour
Community Resource Unit	$.50 per hour

Lead Dispatcher	5%
Corporal Assignment	5%

Section 7. An internal employee promoted to the rank of Sergeant shall be brought to the minimum of the pay range or received a salary increase equivalent to five percent (5%) above their existing base wage, whichever is greater. In the event the internal employee was assigned to a detective specialty unit or held the rank of Corporal for two years or more and the assignment dates were within the last thirty-six months prior to the Sergeants promotion date, their salary will increase by ten percent (10%).

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 Union is in agreement with the City's Drug Free Workplace Policy being implemented with the effective date of October 1, 2018.

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. For job-related injuries that take place during law enforcement duties, the City will supplement the workers' compensation wage benefit up to 100 percent (100%) of the bargaining unit employees' regular weekly gross wages during the first three (3) months from the date of the compensable on-the-job injury. For job-related injuries that do not take place during law enforcement duties, such injury leave shall be in lieu of Workers' Compensation wage replacement benefits and shall not exceed a total combined benefit of up to two (2) 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 City's supplemental period has ended, 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 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 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 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, 2021. It is specifically agreed between the parties that no wage increase shall be made after September 30, 2021unless 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 16 Pension. 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

HENRY U. PARRISH III, MAYOR

JOHN A. TITKANICH, JR
CITY MANAGER

9/25/18
DATE SIGNED

POLICE BENEVOLENT ASSOCIATION

MIKE SCUDIERO
PRESIDENT

AL BOETTJER
CHIEF NEGOTIATOR

9/27/18
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

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF COCOA
AND
COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

This is an Agreement between the City of Cocoa ("City") and the Coastal Florida Police Benevolent Association, Inc. ("CFPBA") to document agreed upon wage adjustments for the Rank and File bargaining unit for purposes of equity adjustments.

The City and CFPBA agree on the following:

1. PBA Rank and File Bargaining unit members employed prior to October 1, 2015 are eligible for an equity adjustment wage increase in the ensuing fiscal year 2019 with an increase to base pay effective October 1, 2018.
2. The City shall establish an equity adjustment for bargaining unit employees as set forth below:

Hire Date Guideline	Hourly Adjustment	Annual Adjustment
After to October 1, 2015	$0.00	$0.00
After October 1, 2013 - September 30, 2015 (3.1-5 Years)	$.25	$520.00
October 1, 2008 - September 30, 2013 (5.1-10 Years)	$.50	$1040.00
October 1, 2003 - September 30, 2008 (10.1-15 Years)	$.75	$1560.00
October 1, 2003 or prior (15.1+ Years)	$1.00	$2080.00

3. Article 28, Section 4 will be applied in the event an equity adjustment takes an employee over the pay grade maximum.
4. This agreement is separate than the negotiated across the board increases that is agreed to in Article 28, Section 1 and 2.

Mutually agreed to on September 12, 2018.

Signed: _____ CFPBA

Signed: _____ City of Cocoa

Legislation Details (With Text)

File #:	20-604	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	9/10/2020			**In control:**	City Council
On agenda:	9/23/2020			**Final action:**	
Title:	Approve the three-year contract between the City of Cocoa and the Coastal Florida Police Benevolent Association (PBA) Lieutenants for the contract term of October 1, 2020 through September 30, 2023.				
Sponsors:	Department Director				
Indexes:	Labor, labor union, PBA, Union				
Code sections:					
Attachments:	PBA Lieutenants FINAL Contract FY21-23.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 10, 2020
Agenda Date: September 23, 2020
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: Matthew Fuhrer, Interim City Manager
Requested Action:
Approve the three-year contract between the City of Cocoa and the Coastal Florida Police Benevolent Association (PBA) Lieutenants for the contract term of October 1, 2020 through September 30, 2023.

BACKGROUND:

In November 2014, the City of Cocoa was notified by the Public Employee Relations Commission (PERC) that the City's Police Lieutenants had filed for Union recognition for all Police Lieutenants in that classification as a supervisory unit. At that time the City began the bargaining process which concluded when the initial contract was ratified at City Council on April 24, 2018. The initial contact period covered October 1, 2017 to September 30, 2020.

The negotiation team for the City included: Assistant City Manager Matthew Fuhrer, Administrative Services Director/Chief Negotiator Tammy Gemmati, Police Chief Michael Cantaloupe, Police Commander Patrick Dovale, Finance Director Rebecca Bowman, and Human Resources Manager Lorne Stinnett. Meetings were held July - September to bargain contract changes. Due to the initial contract being ratified recently in 2018, there was not many changes made to the overall content. A tentative agreement was reached on September 10, 2020. The PBA Union held a ratification vote on September 16, 2020 and was successful with a 3-1 passing vote.

The final contract covers periods of October 1, 2020 - September 30, 2023. A summary of the contract changes includes:

Article 11 - Employee Leave and Benefits:

- Increase shoe allowance from $100 to $125 per fiscal year.
- Holiday Pay will be in a separate payroll check
- Holiday Pay is prorated for any new hires or promotions.

Article 13 - Probationary Period

- The probationary period for new hires will be decreased to six months from twelve months.
- Internal employees that get promoted from Police Sergeant to Lieutenant will have a 90 -day probation.

Article 17 - Wages

- Effective October 1 of Fiscal Year 2021, the City shall provide members with a 9.17% wage increase and a new pay grade was established of $71,593.60-105,580.80. This substantial wage increase was necessary due to internal compression between the ranks of Sergeant and Lieutenant. For Fiscal Years 2022 and 2023, wage increases will be established through negotiations.
- An internal employee promoted to the rank of Lieutenant shall be brought to the minimum of the pay range or receive a salary increase equivalent to five percent (5%) above their existing wage, including any assignment pay, whichever is greater.
- Members assigned to the night shift shall receive a shift differential premium of $50.00 biweekly for each member on a night shift assignment.

Article 21 - Drug Testing

- Administrative changes

Article 22 - Pension

- No changes to this article and the previous contract reopener still exists where the City and Union would reopen this article for negotiation if the City's annual required contribution increases ten percent or greater from the amounts in the October 1, 2014 Actuarial Valuation Report or if the unfunded actuarial accrued liability increases to an amount of $3 million dollars.

Article 23 - Duration

- This contract is a three-year term with wage reopeners for Fiscal Year 2022 and 2023. Plus, Article 22 Pension has a potential for reopening as outlined in the article.

STRATEGIC PLAN CONNECTION:

Employees - Having a three-year contract in place enables stability in the workplace. The contract provides for a competitive benefits package with competing area agencies and assist in retaining experienced employees.

BUDGETARY IMPACT:

Budgeted Yes

The budgetary impact for Wages may need to be reevaluated during Fiscal Year 2021 for use of contingency. Budgetary impact for Fiscal Years 2022 and 2023 will be in the proposed budgets for the respective years.

PREVIOUS ACTION:

At a Regular City Council Meeting on April 24, 2018, Council approved a three-year contract between the City of Cocoa and the Coastal Florida Police Benevolent Association (PBA) Lieutenants for the contract term of October 1, 2017 through September 30, 2020.

RECOMMENDED MOTION:

Approve the three-year contract between the City of Cocoa and the Coastal Florida Police Benevolent Association (PBA) Lieutenants for the contract term of October 1, 2020 through September 30, 2023.

FORTINET

URL Blocked by FortiClient

cocoa.legistar.com/gateway.aspx

is in the category Unknown

Your FortiClient administrator has blocked this category

FortiClient has been configured to block unrated urls.
This url was categorized as unrated because the FortiGuard url rating service is inaccessible.

Legislation Details (With Text)

File #:	20-638	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	City Business
File created:	9/18/2020			**In control:**	City Council
On agenda:	9/23/2020			**Final action:**	
Title:	Authorize Staff to proceed with refinancing Outstanding Florida Department of Environmental Protection State Revolving Loans through Private Placement of a Bank Loan not to Exceed $23,000,000. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 18, 2020
Agenda Date: September 23, 2020
Prepared By: Rebecca J. Bowman, MBA, CGFO, CGFM
Through: Rebecca J. Bowman MBA, CGFO, CGFM
Requested Action:
Authorize Staff to proceed with refinancing Outstanding Florida Department of Environmental Protection State Revolving Loans through Private Placement of a Bank Loan not to Exceed $23,000,000

BACKGROUND:

Over the course of many years, the City financed costs of the acquisition, construction, and equipping of certain improvements to the City 's Water and Sewer System through multiple loans with the Florida Department of Environmental Protection State Revolving Loan Fund (SRF) program. The current outstanding amount of the loans total $21,065,082.44 as of June 30, 2020.

City staff is seeking authorization to proceed with advance refunding the below by issuing a Request for Proposal for a Refunding Bank Loan, Series 2020 to finance the defeasance of the multiple SRF loans with the assistance of the City's financial advisor. Advanced refunding is a practice whereby outstanding debt is refinanced by the proceeds of a new debt issue. Typically, an advanced refunding is done to take advantage of interest rates that are lower than those associated with the original debt issue. Interest rates on the outstanding loans range from 1.89% to 3.27%.

The City maintains a Debt Management Policy, as adopted by City Council in the Financial Operations Manual (FOM), which provides for refunding of outstanding debt, Section21.2 (F), "when it is advantageous, legally permissible, prudent, and a net present value savings of at least three percent (3%) is provided." The estimated net present value savings on the refinancing is estimated at $671,352, which is a savings of 4.8%.

The City may also realize a return of the debt service reserve associated with the loans.

If the debt refinancing is authorized by City Council, the Financial Advisor will issue an RFP for the refinancing on 9/24/2020. An additional agenda item will be presented to Council for approval of the final refinancing documents on October 27, 2020. The closing is projected to be on November 12, 2020. Listed below are the SRF loans that are being considered for refinancing:

DSW517010, DW517020, DW517030, DWS517040, DW517050, DW517060, WWG12081202P, WW812030.

STRATEGIC PLAN CONNECTION:

Enter text here

BUDGETARY IMPACT:

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

Amount Requested $
Account Number _
Account Name _

Source of Funds: ____State Revolving Loan
____ Other Loan Source:_
____ Grant Source:_
____ Bond:_
____ Reserves Source:_
____ Transfer Acct #:_

If a P.O. Change Order is involved please complete the following:

Change Order Amount $_

Original Purchase Order _
Original P.O. Amount _$
For this Agenda Item note Prior Change Order Information:
Total number of change orders to date _
Total amount in change orders to date _$

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Authorize Staff to proceed with refinancing Outstanding Florida Department of Environmental Protection State Revolving Loans through Private Placement of a Bank Loan not to Exceed $23,000,000

Legislation Details (With Text)

File #:	20-542	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	8/21/2020			**In control:**	City Council
On agenda:	9/23/2020			**Final action:**	

Title: To Award Bid # B-20-19-COC, “Dyal Water Treatment Chemicals” to:

1. Praxair, Inc., Burr Ridge IL, for Liquid Oxygen;
2. Tropichem Enterprises, Jupiter FL, for Wisprofloc-Starch;
3. Carmeuse Americas, Pittsburgh PA, for Quicklime;

To Approve the First Amendment to Purchase Agreement with

1. Matheson Tri-Gas, Inc., Irving, TX for Carbon Dioxide;
2. Tanner Industries, Inc., Southhampton PA, for Anhydrous Ammonia;
3. Kemira Water Solutions, Inc., Bartow FL, for Ferric Sulfate;
4. Allied Universal Corp., Miami FL, for Sodium Hypochlorite;

To Approve the Second Amendment to Purchase Agreement with

1. Brenntag Mid-South, Inc., Orlando FL, for Liquid Chlorine;
2. Genesis Alkali LLC, Philadelphia PA, for Soda Ash as shown in Exhibit “A”

To further Authorize the City Manager to negotiate the contracts for Praxair, Inc., Tropichem Enterprises and Carmeuse Americas and approve Change Orders in an Amount not to Exceed the Total FY2021 Budget for Chemicals and to Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchases of Cal Flo Liquid Lime from Burnett Lime Co., Inc., Campobello SC; and LT27 Polymer from Fort Bend Services, Inc., Stafford, TX for the Dyal Water Treatment Plant and the Jerry Sellers Water Reclamation Facility for FY2021; Pending Approval of the FY2021 Budget (Utilities Director)

Sponsors:

Indexes:

Code sections:

Attachments:
Bid Summary.pdf
Bid Tabulation Sheet (B-20-19-COC).pdf
B-20-19-COC Bid Opening Sign In Sheet.pdf
Addendum 3_B20-19-COC.pdf
Notification of Award_PRAXAIR_B-20-19-COC (Liquid Oxygen) - Cocoa, FL - 2020.pdf
Notification of Award_TROPICHEM_B-20-19-COC.pdf
Notification of Award_CARMEUSE_B-20-19-COC.pdf
1st Amendment - Tanner Industries B-20-01-COC (2).pdf
1st Amendment - Kemira B-20-01-COC.pdf
1st Amendment - Allied Universal B-20-01-COC.pdf
2nd Amendment - Brenntag B-20-01-COC.pdf
2nd Amendment B-19-02-COC Signed by Genesis Alkali Sept 4 2020.pdf
2nd Amendment - Matheson B-20-01-COC.pdf

Exhibit A - Chemicals.pdf
Exempt Vendor Listing FY21.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 21, 2020
Agenda Date: September 23, 2020
Prepared By: Sean B. McFarland, Water Plant Manager
Frank Palmieri, Wastewater Plant Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Award Bid # B-20-19-COC, “Dyal Water Treatment Chemicals” to:

1. Praxair, Inc., Burr Ridge IL, for Liquid Oxygen;
2. Tropichem Enterprises, Jupiter FL, for Wisprofloc-Starch;
3. Carmeuse Americas, Pittsburgh PA, for Quicklime;

To Approve the First Amendment to Purchase Agreement with

1. Matheson Tri-Gas, Inc., Irving, TX for Carbon Dioxide;
2. Tanner Industries, Inc., Southhampton PA, for Anhydrous Ammonia;
3. Kemira Water Solutions, Inc., Bartow FL, for Ferric Sulfate;
4. Allied Universal Corp., Miami FL, for Sodium Hypochlorite;

To Approve the Second Amendment to Purchase Agreement with

1. Brenntag Mid-South, Inc., Orlando FL, for Liquid Chlorine;
2. Genesis Alkali LLC, Philadelphia PA, for Soda Ash as shown in Exhibit “A”

To further Authorize the City Manager to negotiate the contracts for Praxair, Inc., Tropichem Enterprises and Carmeuse Americas and approve Change Orders in an Amount not to Exceed the Total FY2021 Budget for Chemicals and to Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchases of Cal Flo Liquid Lime from Burnett Lime Co., Inc., Campobello SC; and LT27 Polymer from Fort Bend Services, Inc., Stafford, TX for the Dyal Water Treatment Plant and the Jerry Sellers Water Reclamation Facility for FY2021; Pending Approval of the FY2021 Budget

BACKGROUND:

The Dyal Water Treatment Plant and the Jerry Sellers Water Reclamation Facility use various chemicals to treat the raw water and wastewater.

On July 30, 2020, Purchasing sent out 468 invitations and notifications to bid, and received five (5) responses from forty-two (42) plan holders. The apparent low bidders are Praxair, Inc., Burr Ridge, IL for Liquid Oxygen, Tropichem Enterprises, Jupiter, FL, for Starch and Carmeuse Americas, Pittsburgh, PA for Quicklime.

Staff requests City Council approval of Bid # B-20-19-COC, to Praxair, Inc., Burr Ridge, IL for Liquid Oxygen, Tropichem Enterprises, Jupiter, FL, for Starch and Carmeuse Americas, Pittsburgh, PA for Quicklime.

Staff is also requesting City Council Approval of the 1st Amendment to Purchase Agreement to the following vendors under the respective Bid Contracts as follows:

1. Kemira Water Solutions, Inc., Bartow, FL for the purchase of Ferric Sulfate under Bid # B-20-01-COC,

2. Allied Universal Corp., Miami, FL for the purchase of Sodium Hypochlorite under Bid # B-20-01-COC,

3. Tanner Industries, Inc., Southampton, PA for the purchase of Anhydrous Ammonia under Bid # B-20-01-COC,

4. Matheson Tri-Gas, Inc., Irving, TX for the purchase of Carbon Dioxide under Bid # B-20-01-COC,

Approval of the 2nd Amendment to Purchase Agreement to the following vendors under respective Bid Contracts as follows:

1. Brenntag Mid-South, Inc., Orlando, FL for the purchase of Liquid Chlorine under Bid # B-19-02 -COC,

2. Genesis Alkali Wyoming, LP, Philadelphia, PA for the purchase of Soda Ash under Bid # B-19-02-COC

Staff is also requesting City Council approval to waive the competitive bidding process for the purpose of making sole source purchases of Cal Flo Liquid Lime from Burnett Lime Co., Inc., Campobello, SC; and LT27 Polymer from Fort Bend Services, Inc., Stafford, TX.

The chemicals outlined in this agenda are an estimate created by staff based on anticipated water and sewer processing demands. Since the water and sewer processing demands will fluctuate and the actual use of chemicals will vary, the amounts listed in this agenda item will also vary. Staff will make adjustments throughout the year as necessary between chemicals and may lower one chemical purchase order and increase another due to varying conditions but the total chemicals authorized by this agenda for Dyal ($3,584,500.00) and Sellers ($76,000.00) will not be exceeded unless it is resubmitted to City Council for approval.

Staff is recommending the renewals, approvals, and sole source purchases outlined above for the purpose of providing chemicals for the Dyal Water Treatment Plant and the Sellers Water Reclamation Facility for FY2021.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$3,584,500 - Dyal
Amount Requested	$ 76,000 - Sellers
Account Number	421-4020-536.52-09 - Dyal
	421-4120-536.52-09 - Sellers
Account Name	Chemicals
Source of Funds:	Operating Account

Dyal Plant		Budgeted
Sodium Hypochlorite	DYCH01	$ 174,500
Quick Lime Pebble	DYCH02	$1,541,000
Ferric Sulfate	DYCH04	$ 296,000
Anhydrous Ammonia	DYCH05	$ 49,000
Carbon Dioxide	DYCH06	$ 195,000
Wisprofloc N Starch	DYCH07	$ 180,000
Liquid Chlorine	DYCH08	$ 97,000
Soda Ash	DYCH09	$ 686,000
CalFlo	DYCH10	$ 268,000
Liquid Oxygen (LOX)	DYCH11	$ 56,000
LT27 Sludge Polymer	DYCH13	$ 42,000

Sellers Plant	Budgeted
Sodium Hypochlorite	$ 76,000

PREVIOUS ACTION:

On September 11, 2019, City Council approved Bid # B-20-01-COC to Kemira Water Solutions, Inc., Bartow, FL for the purchase of Ferric Sulfate; Allied Universal Corp., Miami, FL, for the purchase of Sodium Hypochlorite; Tanner Industries, Inc., Southampton, PA for the purchase of Anhydrous Ammonia; Matheson Tri-Gas, Inc., Irving, TX for the purchase of Carbon Dioxide.

On September 5, 2018, City Council approved Bid # B-19-02-COC to Brenntag Mid-South, Inc., Parkway, FL for the purchase of Liquid Chlorine; Genesis Alkali Wyoming, LP, Philadelphia, PA for the purchase of Soda Ash.

RECOMMENDED MOTION:

To Award Bid # B-20-19-COC, “Dyal Water Treatment Chemicals” to Praxair, Inc., Burr Ridge IL, for Liquid Oxygen; Tropichem Enterprises, Jupiter FL, for Wisprofloc-Starch; and Carmeuse Americas, Pittsburgh PA, for Quicklime; To Approve the First Amendment to Purchase Agreement with Tanner Industries, Inc., Southhampton PA, for Anhydrous Ammonia; Kemira Water Solutions, Inc., Bartow FL, for Ferric Sulfate; and Allied Universal Corp., Miami FL, for Sodium Hypochlorite; To Approve the Second Amendment to Purchase Agreement with Brenntag Mid-South, Inc., Orlando FL, for Liquid Chlorine; and Genesis Alkali LLC, Philadelphia PA, for Soda Ash as shown in Exhibit “A”; To

Authorize the City Manager to Approve Change Orders in an Amount not to Exceed the Total FY2021 Budget for Chemicals; To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchases of Cal Flo Liquid Lime from Burnett Lime Co., Inc., Campobello SC; and LT27 Polymer from Fort Bend Services, Inc., Stafford, TX for the Dyal Water Treatment Plant and the Jerry Sellers Water Reclamation Facility for FY2021; Pending Approval of the FY2021 Budget.

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Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

BID SUMMARY

To: Utilities – Dyal WTP

From: Heath Hancher, Purchasing & Contracts Manager

Date: 7/30/20

Re: **Bid #B-20-19-COC, Dyal WTP – Water Treatment Chemicals**

Bids for the subject offering were opened on July 30th at 3:00 p.m. Purchasing published **(468)** invitations and notifications to bid, **(0)** supplemental suppliers and received **(5)** responses from **(42)** plan holders for this bid. Of the **(5) respondents** the following were found to be:

THE APPARENT LOW BIDDER IS:

- PRAXAIR, INC. (Liquid Oxygen): $128.02 / ton
- Carmeuse Americas (Quicklime): $4,800,00.00
- Tropichem Enterprises (Starch): $552,420.00

I have enclosed copies of all bids for your review and recommendation. Any correspondence related to this subject, should be forwarded to my attention for retention in the purchasing files.

After reviewing the enclosed proposals please follow the guidelines shown below to initiate the purchasing process:

➔ Review proposals and select recommendation for award.
➔ Verify Insurance Requirements can be met.
➔ Obtain copies of all necessary licenses.
➔ Execute Form of Agreement
➔ Prepare agenda item and prepare contract if necessary, for Council Approval.
➔ Prepare requisition and attach the following items:

- Copy of Approved City Clerk's Journal and Agenda
- Bid Tabulation Sheet
- Form of agreement
- All specifications for the awarded proposal
- Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy.

Please complete the attached Notice of Award and return to Purchasing & Contracts Division

CITY OF COCOA
TABULATION SHEET

Dyal WTP - Water Treatment Chemicals
ITB B-20-19-COC

ITB Final Tabulation: July 30th, 2020

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

VENDOR	Base Year	Year 2	Year 3	Opt Yr 1	Opt Yr 2	Total Accumulated Bid
Praxair Inc. **Liquid Oxygen Only** No Bid: Quicklime $128.02 / ton No Bid: Starch	$ 6,400.00	$ 6,590.00	$ 6,790.00	$ 7,000.00	$ 7,210.00	$ 33,990.00
Lhoist North America of Alabama, LLC **Quicklime Only** No Bid: Liquid Oxygen No Bid: Starch	$ 1,969,750.00	$ 1,969,750.00	$ 1,969,750.00	$ 2,068,250.00	$ 2,171,650.00	$ 10,149,150.00
Carmeuse Americas **Quicklime Only** No Bid: Liquid Oxygen No Bid: Starch	$ 1,587,700.00	$ 1,619,450.00	$ 1,651,850.00	$ -	$ -	$ 4,859,000.00
Tropichem Enterprises **Starch Only** No Bid: Liquid Oxygen No Bid: Quicklime	$ 184,140.00	$ 184,140.00	$ 184,140.00	$ -	$ -	$ 552,420.00

BID OPENING - SIGN IN SHEET

BID NAME: Dyal WTP - Water Treatment Chemicals

ITB NUMBER: B-20-19-COC **DATE/TIME:** 7/30/2020 3:00PM

COMPANY NAME (Please Print)	YOUR NAME (Please Print)	PHONE NUMBER (Please Print)	EMAIL ADDRESS (Please Print)
CITY OF COCOA	Heath Hancher	321-433-8833	hhancher@cocoafl.org
CITY OF COCOA	Diane Kozlak	321-433-8844	dkozlak@cocoafl.org

No vendors present during bid opening

BID OPENING - SIGN IN SHEET

RFP NAME: Dyal WTP - Water Treatment Chemicals

RFP NUMBER: B-20-19-COC **DATE/TIME: 7/30/2020 3:00PM**

COMPANY NAME (Please Print)	YOUR NAME (Please Print)	PHONE NUMBER (Please Print)	EMAIL ADDRESS (Please Print)

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833

September 1, 2020

Addendum 3
To the Bidding/Contract Documents and Specifications:
ITB# B-20-19-COC
Dyal WTP: Water Treatment Chemicals

To All Plan Holders:

The following addresses and provides clarification of the Bidding Documents and Specifications for the **Dyal WTP: Water Treatment Chemicals**, as fully and completely as if the same were fully set forth therein. Receipt of this addendum must be noted on the Receipt of Addendum(s) and Acknowledgement Form.

1. This addendum includes and addresses the following questions:

    a. The City of Cocoa has determined in the best interest of the contractor to amend Article IV of the Form of Agreement contained within Section 200 – Post Award Forms of the bid package, to read as follows:

        i. Performance and Payment Bonds shall be required annually for the full amount proposed for the active service year and renewal required 30-days from expiration of the active service year for follow-on service years specified within the contractual agreement.
        ii. Performance and Payment Bonds must be provided to the Purchasing Division for record and emailed to purchasing@cocoafl.org.

2. All other Bidding/Contract Documents and Specifications remain unchanged.

Should there be additional questions or clarification needed please contact the Purchasing and Contracts Division Manager, Heath Hancher, at purchasing@cocoafl.org.

V/r
Heath Hancher PmP, CPPM
Purchasing / Contracts Division Manager

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

NOTIFICATION OF AWARD

Department: Utilities	Division: Dyal Water Treatment Plant
Bid / RFP / RFQ #: B-20-19-COC **Liquid Oxygen** Dyal WTP – Water Treatment Chemicals	Project #
Awarded To: PRAXAIR (municipalbids@linde.com)	Scope of Work or Services: Provide Water Treatment Plant Chemicals on a year-round basis to the Claude H. Dyal Water Treatment Plant for the City of Cocoa, Florida.
Address / City / State / Zip: 7000 High Grove Blvd., Burr Ridge, IL 60527	Phone / Fax #'s: 630-320-4166 or 630-320-4231 Fax: 630-320-4507
Purchase / Contract Amount: $128.02/ton	Date of Award Notification:
Date of Vendor Acknowledgement: August 27, 2020	Date of City Council Approval:
Title / Position (Print) Doreen Heal Director - Government Programs	Purchasing Division Manager (Print or Stamp): Heath Hancher, PmP, CPPM
Signature: Doreen Heal	Signature:

Please complete the information required above.

Return the Notification of Award to Purchasing & Contracts Division when completed.

Thank you for your cooperation

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

NOTIFICATION OF AWARD

Department: Utilities	Division: Dyal Water Treatment Plant
Bid / RFP / RFQ #: B-20-19-COC **(WISPROFLO - Starch)** Dyal WTP – Water Treatment Chemicals	Project #
Awarded To: Tropichem Enterprises (tropichemfl@gmail.com)	Scope of Work or Services: Provide Water Treatment Plant Chemicals on a year-round basis to the Claude H. Dyal Water Treatment Plant for the City of Cocoa, Florida.
Address / City / State / Zip: 2042 Keystone Dr. South, Suite A Jupiter, FL 33458-8035	Phone / Fax #'s: 561.775.1404
Purchase / Contract Amount: $552,420.00	Date of Award Notification:
Date of Vendor Acknowledgement: 8/26/2020	Date of City Council Approval:
Title / Position (Print) President	Purchasing Division Manager (Print or Stamp): Heath Hancher, PmP, CPPM
Signature:	Signature:

Please complete the information required above.

Return the Notification of Award to Purchasing & Contracts Division when completed.

Thank you for your cooperation

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

NOTIFICATION OF AWARD

Department: Utilities	Division: Dyal Water Treatment Plant
Bid / RFP / RFQ #: B-20-19-COC **(Quicklime)** Dyal WTP – Water Treatment Chemicals	Project #
Awarded To: Carmeuse Americas (jeff.mcelhinny@carmeuse.com)	Scope of Work or Services: Provide Water Treatment Plant Chemicals on a year-round basis to the Claude H. Dyal Water Treatment Plant for the City of Cocoa, Florida.
Address / City / State / Zip: 11 Stanwix Street, 21st Floor Pittsburgh, PA 15222	Phone / Fax #'s: 866.780.0974
Purchase / Contract Amount: $4,859.000.00	Date of Award Notification:
Date of Vendor Acknowledgement: 8/25/2020	Date of City Council Approval:
Title / Position (Print) Phil Piggott, Vice President of Sales & Marketing	Purchasing Division Manager (Print or Stamp): Heath Hancher, PmP, CPPM
Signature: Phil Piggott	Signature:

Please complete the information required above.
Return the Notification of Award to Purchasing & Contracts Division when completed.
Thank you for your cooperation

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

BID NO. B-20-01-COC

This FIRST Amendment to the purchase agreement for **Anhydrous Ammonia** is made and entered into as of August 14, 2020 by and between the **City of Cocoa** and **Tanner Industries Inc., 735 Davisville Road, 3rd Floor, Southampton, PA 18966.**

The agreement entered into on September 11, 2019, is hereby amended to renew for the 1st renewal option available under the original contract documents for twelve (12) additional months, at the same rate ($1,480.00/Per Ton) terms, and conditions commencing on October 1, 2020 and terminating on September 30, 2021.

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

TANNER INDUSTRIES INC.	**CITY OF COCOA**
By: Matt Tanner (Name) Printed	By: Jake Williams, Jr. (Name) Printed
Sales Administrator (Title)	Mayor (Title)
8/26/20 Signature Date	Signature Date

CC: Carie Shealy, City Clerk
Sean McFarland, Water Treatment Manager
Diane Kozlak, Senior Buyer & Contract Agent

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

BID NO. B-20-01-COC

This FIRST Amendment to the purchase agreement for **Ferric Sulfate** is made and entered into as of August 14, 2020 by and between the **City of Cocoa** and **Kemira Water Solutions Inc., FKA; Kemiron CO. Inc., 316 Bartow Airport, Bartow, FL 33830.**

The agreement entered into on September 11, 2019, is hereby amended to renew for the 1st renewal option available under the original contract documents for twelve (12) additional months, at the same rate ($255.00/Per Ton) terms, and conditions commencing on October 1, 2020 and terminating on September 30, 2021.

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

KEMIRA WATER SOLUTIONS, INC.	CITY OF COCOA
By: Gayla Walker	By: Jake Williams, Jr.
(Name) Printed	(Name) Printed
Commercial Support Specialist	Mayor
(Title)	(Title)
Signature 8/14/20	Signature
Date	Date

CC: Carie Shealy, City Clerk
Sean McFarland, Water Treatment Manager
Diane Kozlak, Senior Buyer & Contract Agent

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

BID NO. B-20-01-COC

This FIRST Amendment to the purchase agreement for **Sodium Hypochlorite** is made and entered into as of August 14, 2020 by and between the **City of Cocoa** and **Allied Universal Corp. Miami, 3901 N.W. 115 Avenue, Miami, FL 33178.**

The agreement entered into on September 11, 2019, is hereby amended to renew for the 1st renewal option available under the original contract documents for twelve (12) additional months, at the same rate ($.514/Per Gallon) terms, and conditions commencing on October 1, 2020 and terminating on September 30, 2021.

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

ALLIED UNIVERSAL CORP. MIAMI	CITY OF COCOA
By: Jose Pelaez	By: Jake Williams, Jr.
(Name) Printed	(Name) Printed
President / CEO	Mayor
(Title)	(Title)
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
Sean McFarland, Water Treatment Manager
Diane Kozlak, Senior Buyer & Contract Agent

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

2ND AMENDMENT

BID NO. B-19-02-COC

This SECOND Amendment to the purchase agreement for **Liquid Chlorine** is made and entered into as of September 2, 2020 by and between the **City of Cocoa** and **Brenntag Mid-South Inc., 250 Central Florida Parkway, Orlando, FL32824.**

The agreement entered into on September 5, 2018, is hereby amended to renew for the 2nd and final renewal option available under the original contract documents for twelve (12) additional months, at the new proposed rate of $505.31/Ton, terms, and conditions commencing on October 1, 2020 and terminating on September 30, 2021.

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

Brenntag Mid-South Inc.	**CITY OF COCOA**
By: Stephanie Ubach (Name) Printed	**By:** Jake Williams, Jr. (Name) Printed
Municipal Bid Manager (Title)	Mayor (Title)
Stephanie Ubach 9/2/2020 Signature Date	Signature Date

CC: Carie Shealy, City Clerk
Sean McFarland, Water Treatment Manager
Diane Kozlak, Senior Buyer & Contract Agent

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

2ND AMENDMENT

BID NO. B-19-02-COC

This SECOND Amendment to the purchase agreement for **Soda Ash** is made and entered into as of September 2, 2020 by and between the **City of Cocoa** and **Genesis Alkali LLC, 1735 Market Street, Philadelphia, PA 19103.**

The agreement entered into on September 5, 2018, is hereby amended to renew for the 2nd and final renewal option available under the original contract documents for twelve (12) additional months, at the new proposed rate of $391.40/Ton, terms, and conditions commencing on October 1, 2020 and terminating on September 30, 2021.

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

GENESIS ALKALI LLC

By: SANJAY N. GANDHI
(Name) Printed

V P, Marketing & Sales
(Title)

Signature — 4 Sep 2020 Date

CITY OF COCOA

By: Jake Williams, Jr.
(Name) Printed

Mayor
(Title)

Signature — Date

CC: Carie Shealy, City Clerk
Sean McFarland, Water Treatment Manager
Diane Kozlak, Senior Buyer & Contract Agent

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

BID NO. B-20-01-COC

This FIRST Amendment to the purchase agreement for **Carbon Dioxide** is made and entered into as of September 2, 2020 by and between the **City of Cocoa** and **Matheson Tri-Gas Inc., 909 Lake Carolyn Parkway Ste., Irving, TX 75039.**

The agreement entered into on September 11, 2019, is hereby amended to renew for the 1st and final renewal option available under the original contract documents for twelve (12) additional months, at the new proposed rate of $212.75/Ton, terms, and conditions commencing on October 1, 2020 and terminating on September 30, 2021.

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

Matheson Tri-Gas Inc.	**CITY OF COCOA**
By: Andrew Gregory	**By:** Jake Williams, Jr.
(Name) Printed	(Name) Printed
Director Product Management	Mayor
(Title)	(Title)
Signature 09/08/2020	Signature
Date	Date

CC: Carie Shealy, City Clerk
Sean McFarland, Water Treatment Manager
Diane Kozlak, Senior Buyer & Contract Agent

EXHIBIT A

FY2021 ANNUAL CHEMICALS - Dyal Water Treatment Plant

BUDGETARY IMPACT W/ PROJECT TOTALS

Line	Vendor	PRODUCT	PROJECT #	BID NO.	Estimated QTY/TONS	REQUESTED ACTION	Unit of Measure	Unit Cost	Estimated Project Budget Extended Total	EXPIRES
1	Allied Universal Corp.	Sodium Hypochlorite	DYCH01	B-20-01-COC	339,494	1st Amendment	GAL	0.514	174,500	9/30/2021
2	**Carmeuse Lime & Stone**	**Quick Lime Pebble 3/8" & 3/4"**	**DYCH02**	**B-20-19-COC**	**4852**	**Bid Award**	**Tons**	**317.54**	**1,541,000**	**9/30/2021**
3	Kemira Water Solutions, Inc.	Ferric Sulfate	DYCH04	B-20-01-COC	1160	1st Amendment	Tons	255	296,000	9/30/2021
4	Tanner Industries, Inc.	Anhydrous Ammonia	DYCH05	B-20-01-COC	33	1st Amendment	Tons	1480	49,000	9/30/2021
5	Matheson Tri-Gas, Inc.	Carbon Dioxide	DYCH06	B-20-01-COC	916	1st Amendment	Tons	212.75	195,000	9/30/2021
6	**Tropichem Enterprises**	**Wisprofloc N Starch**	**DYCH07**	**B-20-19-COC**	**39**	**Bid Award**	**Tons**	**4603.5**	**180,000**	**9/30/2021**
7	Brenntag Mid-South, Inc.	Liquid Chlorine	DYCH08	B-19-02-COC	195	2nd Amendment	Tons	496.04	97,000	9/30/2021
8	Genesis Alkali, LLC	Soda Ash	DYCH09	B-19-02-COC	1752	2nd Amendment	Tons	391.4	686,000	9/30/2021
9	Burnett Lime	CalFlo	DYCH10	Proposal	3,671,232	Proprietary SS Purchase	Liquid Lb.	0.073	268,000	9/30/2021
10	**Praxair, Inc.**	**Liquid Oxygen (LOX)**	**DYCH11**	**B-20-19-COC**	**437**	**Bid Award**	**LB**	**128.02**	**56,000**	**9/30/2021**
11	Fort Bend Services, Inc.	LT27 Polymer 36-Bag/Pallet	DYCH13	Proposal	321	Proprietary SS Purchase	Bag	130.59	42,000	9/30/2021
	ANNUAL CHEMICAL BUDGET GRAND TOTAL FOR: Dyal Water Treatment Plant - ACCOUNT NUMBER: 421-4020-536.52-09								3,584,500	

FY2021 ANNUAL CHEMICALS - Dyal Water Treatment Plant

BUDGETARY IMPACT W/ PROJECT TOTALS

Line	Vendor	PRODUCT	PROJECT #	BID NO.	Estimated QTY/TONS	REQUESTED ACTION	Unit of Measure	Unit Cost	Estimated Project Budget Extended Total	EXPIRES
1	Allied Universal Corp.	Sodium Hypochlorite	DYCH01	B-20-01-COC	147,859	1st Amendment	GAL	0.514	76,000	9/30/2021
	ANNUAL CHEMICAL BUDGET GRAND TOTAL FOR: Sellers Water Reclamation Plant - ACCOUNT NUMBER: 421-4120-536.52-09								76,000	

Approved By:
Purchasing Manager:
Finance Director
City Manager:



PURCHASING DIVISION
10/1/20

EXEMPT VENDOR LISTING FY21

Approved vendors are exempt from competitive bid, purchase or quote. Requisitions for vendors listed are coded 017.

Approved Vendor	Vendor Number	Department	Single Source	Sole Source	Standardized Source	Product/Service
Advanced Det. Security (ADS)	7942	PW	☐	☐	☒	AES Radio, Fire, Security, Sprinkler Monitoring, Annual T&I
ACOM	7486	IT	☒	☐	☐	Maint. & licensing for check printing system,
Aerzen USA Corp.	6522	UT-SELLERS	☒	☐	☐	Parts, Supplies & Service for Single Stage Blowers
Alfa Lava, Inc.	9896	UT-SELLERS	☒	☐	☐	Parts for Belt Filter presses
AWC Inc.	9206	UT	☒	☐	☐	ABB Instrumentation & (Dyal) SCADA system hardware, technical support, and software license renewal for Siemens SIEPRO
Barney's Pumps	544	UT	☒	☐	☐	Warranty & Non-Warranty Parts & Repairs for Aurora and Layne/Verti-Line Pumps
Blue Ally (Datrium)	10222	IT	☒	☐	☐	Datrium licensing and maint. Hyper-converge computing infrastructure.
BorderLan (KnowBe4)	10354	IT	☐	☒	☐	Cyber security training platform
Burnett Lime Company Inc.	8684	UT	☐	☒	☐	CAL-FLO chemical
Business Oriented Software Solutions, Inc (BOSS)	9803	IT	☒	☐	☐	IT Helpdesk & Asset Management
Canon Solution America Inc	9643	UT-ADMIN	☒	☐	☐	Service & support for full-size plotter
Carter & Ver Planck Inc.	882	UT-SELLERS	☒	☐	☐	Parts & Service of Flowserve Pumps
CivicPlus	8911	IT	☒	☐	☒	Design, hosting services, and a content management system for the City's website
Culligan Water Products	1668	UT	☐	☐	☒	Services & supplies for Culligan Deionized Water Systems
Cummins Power South	10276	UT-SELLERS	☐	☒	☐	Standby Generator Repair & Parts for Cummins Generator
Diversified Engineering Intl	8095	UT	☒	☐	☐	Risk management training, maintenance & documentation (Dyal)
DLT Solutions LLC	6248	UT	☒	☐	☐	AutoCAD software & licensing
DRV Tech (Spoolflex)	8353	IT	☒	☐	☐	Provides maintenance and licensing for the City's I-Series print spooler system (Spoolflex)
Dude Solutions Inc.	10225	PW	☒	☐	☒	(PW) Work Order System Yearly License
E.H. Wachs Company	5977	UT	☒	☐	☐	Repair & Equipment Guillotine Saw & Automated Valve truck/trailer
Environmental Express	9775	UT	☒	☐	☐	Bac T containers and TSS filters
ERA – A Waters Company	3444	UT	☒	☐	☐	Proficiency test & demonstration of capability annual certification
ESRI – Environmental Sys Research	4135	PW	☐	☐	☒	Small Government Term Enterprises License Agreement and Small Enterprise License Agreement Training Package for GIS Software
Express Badging Svc Inc	9901	HR	☒	☐	☒	Employee HID Cards
Faster Asset Solutions	7814	PW-FLEET	☒	☐	☒	Service provider for "faster" Fleet Management System

Exempt vendors must have supporting justification for use. Use of Single Source, provide OEM, Authorized Distributor, Dealer of Record or Re-Seller company letterhead memo stating authorization to provide product or services. Use of Sole Source, only one supplier capable of delivering service or product must have memo with company letterhead to justify. Use of Standardization Source must accompany justification of department impact statement to standardize with use of single or sole source if choosing to standardize product or services.

Approved By:
Purchasing Manager:
Finance Director
City Manager:



PURCHASING DIVISION
10/1/20

EXEMPT VENDOR LISTING FY21

Approved vendors are exempt from competitive bid, purchase or quote. Requisitions for vendors listed are coded 017.

Approved Vendor	Vendor Number	Department	Single Source	Sole Source	Standardized Source	Product/Service
Fisher	115	UT	☒	☐	☐	Instruments and chemicals
Florida High Speed Internet (FLHSI)	10134	IT	☐	☒	☐	Leased Circuits (PD/EOC), Fiber Optic Infrastructure, wireless communications, SIP Trunks.
Fort Bend Services Inc	7149	UT	☒	☐	☐	LT-27 Polymer
Gerber Pumps Intl.	1449	UT	☒	☐	☒	DISCFLO pumps
Granicus	9009	IT	☒	☐	☒	Provides maintenance and licensing for the City's agenda platform and video recording in Council Chambers
HACH Equipment Company	93	UT	☐	☐	☒	Supplies for Field and Lab analyzers & WIMS software (Dyal)
Idexx Laboratories Inc	2780	UT-ADMIN	☐	☐	☒	Idexx supplies for water testing
Industrial Chemicals Inc	8632	UT	☐	☐	☒	Superfloc Polymer
Insource Software Solutions Inc.	9591	UT	☒	☐	☐	Wonderware Human Machine Interface Software (Dyal) & ThinClient software licensing agreements
Iwater Inc.	9504	PW	☒	☐	☐	INFRAMAP Now Software training & updates/upgrades
Kronos Inc.	7769	IT	☒	☐	☒	ETK Configuring & Managing Pay Rules, training, updates/upgrades
Municipal Code Corporation (Municode)	1766	IT	☒	☐	☒	City of Cocoa Code Book Supplements
Orange County Utilities/ Water Quality	8827	UT	☐	☒	☐	Crypto/Guardia testing, LT2 & biannual wastewater testing
Pathsolutions.com	9587	IT	☒	☐	☐	Provides maintenance and licensing for the City's network path management system
Pro-Co Inc.	8446	UT	☒	☐	☐	Rexa Valve Actuators
S & L Materials Inc.	9189	PW	☒	☐	☐	Shell Rock Road Base Material
Solid Waste Management	5123	UT	☐	☒	☐	Landfill
Sonitrol of Florida East Coast	8214	UT-DYAL	☐	☒	☐	Electronic security doors, gates, monitoring, maintenance & equipment
South Florida Emergency Vehicles	9912	PW-FLEET	☒	☐	☐	Parts & Service for Sutphen Fire Apparatus
Stantec Consulting Service Inc.	10139	IT	☒	☐	☐	Rate models & financial data

Exempt vendors must have supporting justification for use. Use of Single Source, provide OEM, Authorized Distributor, Dealer of Record or Re-Seller company letterhead memo stating authorization to provide product or services. Use of Sole Source, only one supplier capable of delivering service or product must have memo with company letterhead to justify. Use of Standardization Source must accompany justification of department impact statement to standardize with use of single or sole source if choosing to standardize product or services.

Approved By:
Purchasing Manager:
Finance Director
City Manager:



PURCHASING DIVISION
10/1/20

EXEMPT VENDOR LISTING FY21

Approved vendors are exempt from competitive bid, purchase or quote. Requisitions for vendors listed are coded 017.

Approved Vendor	Vendor Number	Department	Single Source	Sole Source	Standardized Source	Product/Service
TEAM Industrial Services, Inc.	9615	UT	☒	☐	☐	InsertValve installation equipment, valves, & related training & installation services
Ten-8 Fire Equipment Inc.	503	PW-FLEET	☒	☐	☐	Parts & service for Pierce Fire Apparatuses
Tracer Electronics LLC	10023	UT	☒	☐	☐	Sensors & Software GPR locating units and related parts
Trane Maitland	9530	UT-DYAL	☒	☐	☒	Trane HVAC Equipment & Tracer Summit Building Automation System
Trane Orlando Company	6762	PW	☒	☐	☒	Trane HVAC Equipment & Tracer Summit Building Automation System
Vapex Environmental Technologies	10105	UT-SELLERS	☒	☐	☐	Vapex O-Mega odor control system warranty, quarterly equipment maintenance service and PLC unit remote monitoring
Vermont Systems	8919	IT	☒	☐	☐	Provides maintenance and licensing for the City's leisure services system
Water Treatment & Controls Co.	1345	UT	☒	☐	☐	Repair & Parts for Paste Lime Slaker by Integrity and Municipal Syst. & Siemens Deplox Chlorine monitor, Deplox Chlorine and Fluoride Analyzers
Xylem Water Solutions USA, Inc. PA	1240	UT	☒	☐	☐	Wedeco ozone generator systems hardware, software, programming, repair & maintenance
Xylem Water Solutions USA, Inc. FL	9534	UT	☒	☐	☐	Wedeco ozone generator systems hardware, software, programming, repair & maintenance

Exempt vendors must have supporting justification for use. Use of Single Source, provide OEM, Authorized Distributor, Dealer of Record or Re-Seller company letterhead memo stating authorization to provide product or services. Use of Sole Source, only one supplier capable of delivering service or product must have memo with company letterhead to justify. Use of Standardization Source must accompany justification of department impact statement to standardize with use of single or sole source if choosing to standardize product or services.

Legislation Details (With Text)

File #:	20-608	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	9/11/2020			**In control:**	City Council
On agenda:	9/23/2020			**Final action:**	
Title:	Approve a Multi-Year Contract with G4s Secure Solutions (USA) Inc. through Florida State Term Contract 92121500-20-1 and allow the City Manager to sign the contract. Approve the Purchase Order, pending the adoption of the FY 2021 Budget, in the amount of $49,100.00. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	UT-CS-21-PGB-G4S-001-00.pdf G4S Secure Solutions (USA) Inc. Contract-2.pdf City of Cocoa DMS Level III 2020 2021.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 11, 2020
Agenda Date: September 23, 2020
Prepared By: Lisa Sampson, Utility Customer Service Manager
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approve a Multi-Year Contract with G4s Secure Solutions (USA) Inc. through Florida State Term Contract 92121500-20-1 and allow the City Manager to sign the contract.
Approve the Purchase Order, pending the adoption of the FY 2021 Budget, in the amount of $49,100.00

BACKGROUND:

The City of Cocoa City Hall building is monitored by an armed security guard on a daily basis to provide security specifically related to the customer service activities and financial exchanges. The security guard monitors and directs traffic in and out of the building, provides support service to the Customer Service Division, visitors to City Hall, answers and directs incoming calls on the main phone line, accepts deliveries, bids and other forms of confidential correspondence, monitors and provides authorized visitors access.

G4s Secure Solutions (USA) Inc. has provided Level III Armed Security Service to the City of Cocoa through the State Term Contract via piggy-back contract for numerous years. The Florida Department of Management Services has renewed their contract for an additional five-year term beginning 3/20/2020, with a budgeted 3% annual increase. The piggy-back contract is based on 50 weeks, no

holiday coverage commencing 10/01/2020. The City of Cocoa has secured a cost at a lower rate than the Florida State ceiling rate through the piggy-back contract.

The City of Cocoa has been provided exceptional service from G4s and wishes to continue with the same level of professional and dedicated service the City employees and public have come to expect.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

FY 2021

Amount Requested	$49,100.00
Account Number	001-1510-536.34-00
Account Name	Contract Services

FY 2022

Amount Requested	$50,580.00

FY 2023

Amount Requested	$52,100.00

FY2024

Amount Requested	$53,660.00

FY2025

Amount Requested	$55,260.00

Source of Funds: ___Operating Revenue

PREVIOUS ACTION:

Since 2014, The City of Cocoa has utilized the piggy-back option of The Florida State contract. G4s Secure Solutions (USA) Inc. has provided Level III Armed Security Service to the City of Cocoa City Hall Building through The Florida Department of Management Services.

RECOMMENDED MOTION:

Approve a Multi-Year Contract with G4s Secure Solutions (USA) Inc. through Florida State Term Contract 92121500-20-1 and allow the City Manager to sign the contract.
Approve the Purchase Order, pending the adoption of the FY 2021 Budget, in the amount of $49,100.00.

ORIGINAL

STANDARD FORM FOR NEW PIGGYBACK CONTRACTS

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with G4S Secure Solutions (USA) Inc. (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking " contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with Florida Department of Management Services , said contract being identified as: State Term Contract No. 92121500-20-1 (referred to as the "original government contract").

2. The original government contract is incorporated herein by reference and is attached as **EXHIBIT A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

3. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

Time Period ("Term") of the Agreement:

Initial contract term shall be for five (5) years unless terminated earlier in accordance with the Special Contract Conditions. The initial contract term shall begin on 3/3/2020 or on the last date the contract is signed by all parties (3/9/2020), whichever is later.

a. Insurance Requirements:

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 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence 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 $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, 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:

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

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.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

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.

COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

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. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

b. Any other provisions that will be modified:

N/A

c. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

d. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

e. Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

f. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

g. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

Entered this _____ day of _____

~~Steven Sinclair~~ ROGER SULIMIRSKI

(Print & Sign)

~~VP - SER~~ GENERAL MGR

(Print Title)

~~8/31/20~~ 9/14/2020

(Date)

CITY OF COCOA

By: _____, City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By:_____, Mayor (For purchases in excess of the City Manager's purchase order authority).

Attested By: -- City Clerk

State Term Contract No. 92121500-20-1
For
Security Guard Services

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **G4S Secure Solutions (USA) Inc.** (Contractor), collectively referred to herein as the "Parties."

The Contractor was awarded to provide Security Guard Services in the following Region(s): Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11.

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for five (5) years unless terminated earlier in accordance with the Special Contract Conditions. The Initial Contract Term shall begin on 03/03/2020 or on the last date the contract is signed by all Parties, whichever is later.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

III. Contract.

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of this Contract. The Contract Attachments shall have priority in the order listed:

a) Price Sheet, Attachment A
b) Scope of Work, Attachment B
c) Special Contract Conditions (Florida), Attachment C
d) Addenda to Solicitation, (in reverse order of issuance)
e) RFP and RFP attachments
f) Contractor's submitted Technical Proposal

IV. Contract Management.

Department's Contract Manager:
Frank Miller
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360.9X
Tallahassee, Florida 32399-0950
Telephone: (850) 488-8855
Email: Frank.Miller2@dms.myflorida.com

Contractor's Contract Manager:
Jennifer Kuchler
G4S Secure Solutions (USA) Inc.
1225 Broken Sound Pkwy., Suite E
Boca Raton, FL 33487
Telephone: (561) 386-0469
Email: Jennifer.Kuchler@usa.g4s.com

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

CONTRACTOR **G4S Secure Solutions (USA) Inc.**	**STATE OF FLORIDA,** **DEPARTMENT OF** **MANAGEMENT SERVICES**
_____	_____
	Tami Fillyaw **Chief of Staff**
8/31/20 _____	_____
Date:	**Date:**

DocuSign Envelope ID: 5DA2DDAC-ABBB-4F55-9F72-7AC4376044EA

IV. Contract Management.

Department's Contract Manager:
Frank Miller
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360.9X
Tallahassee, Florida 32399-0950
Telephone: (850) 488-8855
Email: Frank.Miller2@dms.myflorida.com

Contractor's Contract Manager:
Jennifer Kuchler
G4S Secure Solutions (USA) Inc.
1225 Broken Sound Pkwy., Suite E
Boca Raton, FL 33487
Telephone: (561) 386-0469
Email: Jennifer.Kuchler@usa.g4s.com

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

CONTRACTOR
G4S Secure Solutions (USA) Inc.

DocuSigned by:
John D'Agata
D012DB5729E0475...
John D'Agata
Senior Vice President, South Florida

3/6/2020 | 08:12 EST
Date:

STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES

DocuSigned by:
Tami Fillyaw
[illegible]
Tami Fillyaw
Chief of Staff

3/9/2020 | 3:49 PM EDT
Date:

Attachment B
Scope of Work (SOW)

1. Purpose

To provide Security Guard Services pursuant to the terms in State Term Contract 92121500-20-1 for use by Customers. A map of the regions of service is set forth in Attachment L – Region Map.

2. Commodity Code List

UNSPSC	Class/Commodity Description
92121500	Guard Services
92121502	Burglary protection services
92121504	Security guard services

3. Overview

The Contractor will provide Security Guard Services for the awarded regions of service as set forth in the Contract. The Contractor shall ensure Security Guards and any provided Security Guard Services properly carry out the primary duty of safeguarding Customer employees, the general public, and the applicable property. The Contractor shall provide all labor, supervision, materials, and equipment necessary to perform and complete the services in all respects in accordance with this Contract and any Customer Service Level Agreement (SLA), referenced in SOW Section 9. The Contractor hereby warrants that all services shall be performed in a timely and professional manner and in accordance with the terms of this Contract and any Customer SLA.

4. Operational Hours

4.1 Contractor will maintain an administrative office during the term of this Contract, and any renewals, which shall be open from 8:00 a.m. through 5:00 p.m., Eastern Time, on business days. The administrative office does not need to be open on holidays observed by state agencies as defined by SOW Section 21.2.

4.2 Provision of Security Guard Services and Ancillary Equipment will vary based on each Customer's service needs. Length of service may vary, as well as number of hours worked in a day, which may range from one (1) hour to twenty-four (24) hours per day. An employee's workweek will vary based on each Customer's service needs and will be a fixed and regularly recurring period of 168 hours—seven consecutive 24–hour periods. Service lengths are as follows:

Long Term Commitment: One or more years of Security Guard Services provided to a Customer

Short Term Commitment: Less than one year of Security Guard Services provided to a Customer

Full Time: 35 to 40 hours per workweek of Security Guard Services provided to a Customer

Part-Time: 1 to 34 hours per workweek of Security Guard Services provided to a Customer

Occasional: Days, hours, and frequency of Security Guard Services provided to a Customer may vary. This type of length of service includes regularly scheduled events held monthly, quarterly, or semi-annually, or single events or circumstances.

4.3 Security Guards may not work more than 40 hours per workweek unless authorized to do so by the Customer in writing prior to the provision of services in excess of 40 hours per workweek.

4.4 No Security Guard shall work more than twelve (12) consecutive hours, in any 24-hour period. This limitation may be waived by the Customer in emergency situations that are beyond the control of the Contractor, i.e., weather conditions preventing the next shift from getting to the facility. The Contractor must notify the Facility Manager and/or the Customer's designated point of contact about any emergency situation as it occurs and request an advance waiver of this term for each occurrence.

5. Licensing Requirements/Eligibility Criteria

5.1 All armed and unarmed Security Guards must have the applicable state of Florida Department of Agriculture and Consumer Services Security Guard Class license(s) necessary for the position they serve under this Contract, which are to be kept current and on the Security Guard's person while on duty.

5.2 The Contractor is to hold a current state of Florida Department of Agriculture and Consumer Services Class "B" Security Agency license.

5.3 The Contractor shall ensure that its company, and all employees, have valid, current licenses in accordance with Chapter 493, Florida Statutes, to perform Security Guard Services throughout the Contract term, including any renewals. The Contractor shall provide copies of licenses and certificates to the Department or Customer upon request.

5.4 This Contract, and any Customer SLA, may be subject to termination if an unlicensed employee performs services under this Contract for any Customer.

5.5 All armed and unarmed Security Guards employed by the Contractor must have at a minimum of one (1) year of similar Security Guard Services experience.

5.6 All supervisory staff must have at least three (3) years of active Security Guard Services experience.

5.7 All unarmed and armed Security Guards must notify the Contractor in writing within one (1) day if they no longer have a valid, active license necessary to provide Security Guard Services. Upon such notification, the Contractor will arrange for a replacement Security Guard to provide Security Guard Services for the impacted Customers within a time frame mutually agreed upon by the Contractor and the Customer.

6. Position Descriptions

The following are descriptions of Security Guard positions which may be offered under this Contract for Customers. For the purposes of this section, "background in law enforcement" shall mean employment as a law enforcement officer.

6.1 Security Guard Level I: An unarmed individual with a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license and a minimum of one (1)

year prior experience as a Class “D” licensed Security Guard Officer is required. A one (1) year background in law enforcement may be substituted for prior years of experience.

6.2 Security Guard Level II: An unarmed individual with a Florida Department of Agriculture and Consumer Services Class “D” Security Guard license and a minimum of two (2) years prior experience as a Class “D” licensed Security Guard Officer is required. A two (2) year background in law enforcement may be substituted for prior years of experience.

6.3 Security Guard Level III: An armed individual with a Florida Department of Agriculture and Consumer Services Class “D” Security Guard license and Class “G” Statewide Firearm license. A minimum of two (2) years prior experience as a Class “D” licensed Security Guard Officer is required. A two (2) year background in law enforcement may be substituted for prior years of experience.

6.4 Security Guard Level IV: An armed individual with a Florida Department of Agriculture and Consumer Services Class “D” Security Guard license and Class “G” Statewide Firearm license. A minimum of five (5) years prior experience as a Class “D” licensed Security Guard Officer and a minimum of two (2) years prior experience serving as a Class “D” licensed Security Guard with a Class “G” Statewide Firearm license. A five (5) year background in law enforcement may be substituted for prior years of experience.

6.5 Security Guard Level V: An armed or unarmed individual with a Florida Department of Agriculture and Consumer Services Class “D” Security Guard license and Class “G” Statewide Firearm license. A minimum of five (5) years prior experience as a Class “D” licensed Security Guard with a Class “G” Statewide Firearm license. A five (5) year background in law enforcement may be substituted for prior years of experience. The individual shall also have the ability to supervise, monitor, and regulate individuals with a Class “D” Security Guard license and a Class “G” Statewide Firearm license in their performance of their assigned duties under this Contract. This level of Security Guard may be a site-supervisor when a Customer requires multiple Security Guards present at the same time to coordinate security service efforts.

6.6 Security Guard Level VI: An armed or unarmed individual with Florida Department of Agriculture and Consumer Services Class “D” Security Guard license and Class “G” Statewide Firearm license. A minimum of ten years’ experience as a Class “D” licensed Security Guard with a Class “G” Statewide Firearm license. A ten (10) year background in law enforcement may be substituted for prior years of experience. The individual shall have the ability to supervise, monitor, and regulate Security Guard individuals with a Class “D” Security Guard license and a Class “G” Statewide Firearm license in their performance of assigned duties. When a Customer requires multiple site-supervisors for large or complex sites, this level of Security Guard may be a project manager responsible for coordination of all security service efforts, including managing site-supervisors.

6.7 Emergency Response Security Guards: These are licensed Security Guards, either armed or unarmed, who provide services when an Executive Order has been issued by a governmental entity. An unarmed Emergency Response Security Guard shall have a Florida Department of Agriculture and Consumer Services Class “D” Security Guard

license. An armed Emergency Response Security Guard shall have a Florida Department of Agriculture and Consumer Services Class “D” Security Guard license and Class “G” Statewide Firearm license. Contractor will be required to provide Emergency Response Security Guards as specified by the Executive Order and/or at the Customer’s request. Emergency Response Security Guards must have training in first response and may be required to work irregular hours, work more than eight (8) hours per day, work extended periods (including weekends and holidays), work at locations other than their official headquarters, and/or work in adverse conditions. Travel expenses for the Emergency Response Security Guards shall be on a cost reimbursement basis, in accordance with Section 112.061, F.S. Customers may have additional policies regulating travel which the Emergency Response Security Guards may need to adhere to.

7. Tasks/Deliverables

The Contractor will be responsible for the following tasks/deliverables at/for each location:

7.1 Furnishing trained and qualified armed and unarmed Security Guards to provide services as requested by the Customer. This service will be continuous, regardless of weather, disaster, and/or threatened or actual organized labor actions.

7.2 Provide supervision of Security Guards, as required by the Customer’s SLA.

7.3 Requiring Security Guards enforce the Customer’s and the Contractor’s security policies, procedures and orders and ensuring Security Guards perform all duties in accordance with the terms of this Contract and the written instructions in a Customer’s SLA.

7.4 Designating a single point of contact to be the liaison for the State and Contractor staff in order to handle the day-to-day operations.

7.5 Working with the Customer to develop site-specific instructions and post orders within thirty (30) days from SLA execution. These instructions and post orders may include, but are not limited to: standing security post, roving security patrols, monitoring security systems, supervising other security guards maintaining security infrastructure, and carrying out other basic security tasks as required by individual properties. All site-specific instructions and post orders are to be approved by the Customer prior to finalizing and distributing to Security Guards. Security Guards are responsible for reviewing and complying with the instructions and post orders.

7.6 Create a Standards of Conduct that the Security Guards must abide by and provide a copy of the Standards of Conduct document to the Department’s Contract Manager or designee upon request.

7.7 Maintain a duty roster of all Security Guards and security management employees, to be provided to the Customer on a monthly basis. Any person(s) who reports for work and identify themselves as someone other than a person listed upon the official Security Guard duty roster shall be denied access to the facility and reported to the proper authorities.

7.8 Ensure all Security Guards display a picture I.D. when working at a Customer’s site.

7.9 The Contractor Security Guard Services provided to Customers will include, but not be limited to, ensuring Security Guards perform the following:

7.9.1. Maintain discipline, excellent appearance in accordance with Section 12 of this Scope of Work, professional demeanor, integrity, and attention to duty

7.9.2. Review and administer the Customer's site security procedures, instructions, and post orders.

7.9.3. Review and comply with the applicable Customer standards of conduct and ethics.

7.9.4. Perform access control of persons, vehicles, and other property.

7.9.5. Perform site surveillance (by either foot or vehicle).

7.9.6. Identify and provide a written report of security and safety violations within 24 hours to the Customer, unless immediate action is necessary. Security Guards are to have effective report writing skills.

7.9.7. Ensure Security Guard maintains files for security-related documentation at each security station (Post Orders, Site-Specific instructions, training materials, etc.)

7.9.8. Assist the Customer's personnel in emergency situations as identified by the Customer. If an emergency extends beyond the normal working hours, the Security Guard will be paid for additional hours at the standard rate of pay unless the work performed in the emergency situation exceeds 40 hours and such overtime has been authorized by the Customer. Security Guards may be diverted by the Customer from normal assignment duties to respond to emergency situations or special duty assignments. No additional costs shall be charged to the Customer for such diversion of Security Guards for emergency situations; however, the Contractor will not be penalized for any regular daily work task not completed by the Security Guard due to their participation in such emergency activities

7.9.9. Take prompt action to prevent or minimize losses, accidents, fires, property damages, safety hazards and security incidents. The Security Guard will take appropriate action on any breach of security, suspicious activity or safety hazard by notifying local Law Enforcement, Emergency Medical Services (EMS) and the Customer's facility manager.

7.9.10. Assist Customer staff in the execution of testing a facility's Fire and Life Safety Program.

7.9.11. Operate the Customer's security console, security system, elevator system, fire and life safety system, and other safety devices installed and maintained by the Customer as reviewed, discussed and provided during onsite training.

7.9.12. Monitor alarms, surveillance screens, and recording devices. This includes monitoring the fire alarm system and responding to any sites where an alarm has been activated, taking appropriate action when needed, and communicating

findings to the Customer to determine if the situation warrants contacting the police or the fire department.

7.9.13. Investigate unusual occurrences in and about the premises and maintain an awareness of special activities taking place throughout the facility and property.

7.9.14. Conduct random walking patrols at least two (2) times every hour throughout the Customer's facility (including interior stair wells), grounds, and parking lots, being alert for suspicious persons, suspicious packages, personal and Customer's property exposed to theft, and safety concerns. Security Guards shall vary their rounds so as not to be predictable in the arrival times or the time spent at each location.

7.9.15. Inspect exterior doors for proper lock down at the facility's set closing time.

7.9.16. Where applicable, ensure availability of non-emergency Occasional Security Guards Levels I – VI as required for situations where Customer provides Contractor with 24 hours advanced notice. Ensure availability of Emergency Response Security Guards in accordance with subsection 6.7. Ensure availability of Full-time and Part-time Security Guards Levels I – VI where Customer provides Contractor with 72 hours advanced notice.

7.9.17. On-site Security Guards must be capable of responding to any on-site call received within five (5) minutes.

7.9.18. Where applicable, comply with the Customer's hazardous materials communication program and the Customer's asbestos operations and maintenance program, which the Customer will provide to the Contractor upon Contract execution.

7.9.19. Read and become familiar with applicable State of Florida and Customer's security policies and procedures, to include evacuation procedures.

7.9.20. Provide Customer with a replacement Security Guard(s) when Customer requests to rotate or transfer Security Guard(s) when deemed necessary, or at time intervals specified in the SLA.

8. Hiring Standards/Maintaining Employment

The Contractor shall ensure the Security Guards meet or exceed the minimum hiring standards set forth below before assignment to a Customer. The Contractor shall ensure the Security Guards maintain these standards for employment throughout the Contract term, including any renewal term. The Customer reserves the right to request proof of compliance with standards, interview employees, and reject any employee that it deems unqualified.

8.1 Minimum Hiring Standards: The Department requires the Contractor's Security Guards meet or exceed the minimum standards set forth below before assignment to the premises:

8.1.1. Must possess a state issued identification card.

8.1.2. Must possess a valid and active driver's license if assigned to drive a motor vehicle to provide security guard services.

8.1.3. Successfully pass a drug test upon hire.

8.1.4. Prior to assignment to the Customer premises, and when Contractor performs refresh background screening, successfully pass a background check, ordered and paid for by the Contractor, through a law enforcement agency or a Professional Background Screener accredited by the National Association of Professional Background Screeners or a comparable standard which will include a check of the following databases:

- Social security number trace, and
- Criminal records (Federal, State and County criminal felony and misdemeanor, national criminal database for all states which make such data available).

8.1.5. Successfully pass any other background investigations as required by the Customer SLA.

8.1.6. Successfully pass a pen and paper literacy test administered by the Contractor including, but not limited to, spelling and grammar. Contractor shall furnish results to Customer or DMS upon request.

8.1.7. Complete all required training courses as mandated in state and locality of employment.

8.1.8. Meet state licensing requirements for the applicable Security Guard position prior to placement in accordance with the applicable provisions in Chapter 943, Florida Statutes, and Chapter 5N-1, Florida Administrative Code

8.1.9. The Contractor's employees must be able to read, write, speak, and understand English clearly. Additionally, upon Customer's request, Security Guards must be bilingual, with English as the primary language and Spanish as the secondary language. This requirement will be exercised on a case-by-case basis and will be specified in the Customer SLA.

8.1.10. Physically able to accomplish various tasks that must be performed including, but not limited to, quickly ascending and descending multiple flights of stairs and lifting weight of at least 40 pounds (unless written approval is obtained from the Department that either of or both of these physical requirements are not necessary).

8.1.11. Maintain a well-developed level of maturity necessary for professional interaction.

8.1.12. Maintain a neat, clean, well-groomed, and professional appearance while providing services in accordance with Section 12 of this Scope of Work.

8.1.13. Act in accordance with the terms and conditions of the Contract and the Customer SLAs.

8.1.14. Be familiar with, and ensure the facilities are in compliance with, all

existing standards, codes, rules and regulations. Report to Customer any failures or insufficiencies in the delivery of any service.

8.1.15. Be responsive at all levels of service to meet Customer needs.

8.2 The Contractor's hiring practices will be in conformance will all relevant federal and state employment laws.

8.3 The Contractor must have a written drug, alcohol, and other contraband policy pertaining to the use, possession, or transfer of illegal drugs, alcohol, and other contraband items, (including simulated (look-alike) drugs, drug paraphernalia, alcohol, unapproved firearms, explosives, and other weapons). The written policy must include procedures for maintaining a comprehensive drug and alcohol testing program. The Contractor will be solely responsible for ensuring that employees assigned to a facility have been informed of and understand the Contractor's written policy. The Contractor will ensure that copies of said policy are provided to all Security Guards and to the Customer and/or the Department upon request.

8.4 Security Guards found in violation of the Contractor's written policy, including personnel who return a positive test on a drug screen in violation of the Contractor's approved policy, will not be assigned to a facility or must immediately cease providing services under this Contract and it will be the responsibility of the Contractor to timely provide replacement services at the Customer location. The Contractor will be required to comply with and enforce this policy, with respect to the Contractor's employees, as part of employment.

8.5 The use or possession of property belonging to the Department, Customer, or another person without the permission of the rightful owner of such property is not permitted. Security guards found in violation of this term must immediately cease providing services under this Contract and it will be the responsibility of the Contractor to timely provide replacement services.

8.6 The Customer shall reserve the right to contact local authorities to conduct reasonable searches of Security Guards, including privately owned vehicles, while on the property at any time, if permissible under applicable state and local laws.

8.7 Security Guards will not leave assigned posts at any time during or at the end of a shift, unless relieved by the appropriate duty personnel, or unless specifically authorized by the Customer's Contract Manager or Facility Manager to leave the post. Security Guards shall bring their necessary meals for consumption on the premises. Security Guards are allowed to eat at desk/post.

9. Service Level Agreements

9.1 For those awarded regions of service, as set forth in the Contract, where the Contractor can offer Security Guard Services to Customers, the Contractor is required to enter into an SLA with each Customer prior to providing any Security Guard Services for the Customer. The Customer shall request at least two (2) quotes where there are multiple Vendors awarded in a region. Prior to the execution of the SLA, the Contractor shall discuss with the Customer the Security Guard Services requested and perform an on-site assessment, if necessary, to determine the most cost-effective methods of Security Guard Services. Customers shall create a SLA using

Attachment K – Draft SLA, describing the specific Security Guard Services required by the Customer, as well as any unique requirements, prior to purchasing Security Guard Services from this Contract. Each Customer's SLA shall be attached to the purchase requisition in MyFloridaMarketPlace (MFMP) or formal contract between the Customer and the Contractor. Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract. Such additional terms shall not conflict with the terms and conditions established by this Contract. Specific terms and conditions within a SLA are only applicable to that SLA and shall not be construed as an amendment to this Contract. The Contractor agrees it will not subcontract any of the Security Guard Services it provides pursuant to this Contract.

9.2 The Contractor shall:

9.2.1 Provide supervision of security guards, as required by the Customer's SLA.

9.2.2 Ensure that current, applicable security licenses and driver's licenses or state identification cards are kept on the security guard's person while he/she is on duty.

9.2.3 Ensure that security guards perform all services in accordance with written instructions provided by the Customer's SLA.

9.3 At a minimum, each Customer's SLA may include the following:

a. Term of services, not to exceed the term in the Contract
b. Contact information, including the Contract Manager, primary and secondary emergency call procedures
c. Additions to the Contract SOW (if applicable)
d. Deliverables
e. Performance Measures
f. Customer specific terms and conditions

9.4 All SLA changes, modifications, deletions or additions shall be in writing and must be mutually agreed upon by the Contractor and Customer prior to any such change, modification, deletion or addition taking effect, except as stated in the SLA.

9.5 Upon termination of any SLA or the termination of this Contract, the Contractor shall cooperate with the Customer in transferring, in a format mutually agreed upon, all of Customer's documents, books, records, and other property relating to the applicable facility or facilities in Contractor's possession or control, as may be reasonably requested by the Customer, to the Customer or such party as the Customer may designate in writing and in otherwise providing for the orderly and professional change in performance of services at such facility or facilities.

10. Customer Service

In addition to the Tasks/Deliverables listed in SOW Section 7, Contractor will be responsible for the following customer service tasks/deliverables:

10.1 The Contractor is to provide Customers with contact information for both the Contractor's financial, operations, and Contract administrators. He/she must have the requisite authority to solve problems and respond to Customer representatives on behalf of the company for all matters concerning the Contract. This information shall include:

a. Name
b. Title
c. Email address
d. Office Telephone number(s)
e. Cellular Telephone number(s)

10.2 The Contractor shall maintain a 24-hours a day, 365 days per year call service so that Customers may order Security Guard Services and report any failures, insufficiencies, or other concerns in the delivery of Security Guard Services. This call center must be accessible by means of a single toll-free telephone number. This information should be displayed as signage on the Customer's premises at no additional cost to the Customer. Signage design, quantity, materials, and locations shall be approved by the Customer prior to posting in a Customer's facility, which will be outlined in the Customer's SLA.

10.3 The Contractor shall respond within one hour to a Customer's report of failures, insufficiencies, or other concerns in the delivery of Security Guard Services.

10.4 The Contractor shall promptly resolve all contractual and Customer concerns, issues, or complaints to the satisfaction of the Customer and the Department within the timeframe established by Customer and/or the Department.

10.5 The Contractor shall notify the Customer and/or the Department's Contract Manager immediately if it believes it cannot meet the level of service required in a Customer's SLA.

11. Contractor Inspections

In addition to the Tasks/Deliverables listed in SOW Section 7, Contractor will be responsible for the following inspection tasks/deliverables at/for each location:

11.1 The Contractor shall provide a manager (i.e. Regional and Corporate Headquarters) who will conduct regular, unannounced inspections to ensure Security Guards' compliance with established terms and conditions. The frequency of Inspections will be determined in the Customer's SLA.

11.2 Inspections performed pursuant to the terms of this Contract will be documented by the Contractor and the observations from the inspections will be submitted monthly to the Customer Contract Manager.

11.3 The Contractor shall utilize inspections as an opportunity to identify areas requiring improvement and subsequently conduct further training and testing for the Security Guard(s) inspected and identified as needing additional improvement.

12. Uniforms and Equipment

12.1 Security Guards providing services under this Contract shall report to work in uniforms provided by, and paid for by, the Contractor, unless otherwise specified by the Customer in the SLA. All Security Guards shall be appropriately uniformed in accordance with section 493.6305, F.S. The uniform must clearly identify the employee as a Security Guard working for the Contractor and include a picture ID

badge prominently placed on the uniform. Badges may not resemble those of local law enforcement agencies. The uniform shall be neat, clean, pressed, and present a professional appearance. Shoes shall be shined in a manner that is satisfactory to the Customer. Security personnel reporting to work with a uniform that does not meet this standard will be required to change before reporting to work. Customers will provide the Contractor with notice of a security personnel reporting to work not in compliance with the terms set forth herein, and the Contractor shall provide an immediate replacement, as necessary, to avoid any lapse in coverage.

12.2 If the Customer requires a nonuniformed Security Guard, the Customer may also choose to waive the name badge requirement for those Security Guards.

12.3 Security Guards shall be equipped with redundant communication equipment, furnished by the Contractor, to be able to communicate with their supervisor, their home office, 911, the local police, and the Customer's Contract Manager.

12.4 Keys or access cards to the Customer's property may be issued to Security Guards by the Customer for specific sites. The Contractor is responsible for securing and maintaining the keys or access cards in good working condition. Customers will replace lost keys or access cards at the Contractor's expense. Reports will be written by (Security Guard) on all lost keys or access cards.

12.5 Ancillary security vehicles, as set forth in Attachment H – Cost Proposal and Section 14 herein, requested by Customer are to be owned or leased, licensed, and insured by the Contractor. Vehicles used by the Contractor operated on Customer's premises shall prominently display the company's name and telephone number on the exterior of the vehicle. Security vehicles offered by the Contractor shall be operational, kept clean, in good repair, and well maintained at all times. The Customer shall not be responsible for any costs associated with Contractor's upkeep of the security vehicle(s). Parking terms for any security vehicles will be set forth in the Customer's SLA. The following insurance terms and conditions are applicable to Contractor service vehicles offered to Customers through a Contract with the Department to provide ancillary service vehicles.

12.5.1. Automobile Liability Insurance:
Contractor shall obtain and maintain automobile liability insurance, including coverage for liability contractually assumed, which shall cover all owned, non-owned, and hired autos used in connection with this Contract. The minimum combined limits (inclusive of any amounts provided by an umbrella or excess policy) shall be $500,000 for each occurrence-bodily injury and property damage combined and $5,000 medical payment.

12.5.2. Self-Insurance:
For any insurance coverage required hereby, Contractor may use a self-insurance program, provided such program has received prior written approval of the Department.
Insurance coverage as minimum liability:
Bodily injury - $500,000 per individual
Bodily injury - $1,000,000 per accident
Property Damage - $1,000,000
Comprehensive - Non Deductible
Collision - Non Deductible

12.6 The Customer will be responsible for making adequate workspace available for the Contractor at each facility. The Customer may furnish, without cost to the Contractor, materials, equipment, and space in connection with the Contractor's performance of Security Guard Services. Such materials, equipment, and space will be detailed in the Customer's SLA. The Contractor assumes full responsibility for all equipment and materials issued by the Customer for performance of the services specified in the Customer's SLA. The Security Guards will keep the Customer's space provided in connection with the Contractor's performance of Security Guard Services clean and will not damage the Customer's space. The Contractor shall reimburse the Customer for any repairs to the Customer's space necessary due to the fault of the Contractor or Contractor's agents or employees. Upon termination of the Contract or any SLA, all Customer provided materials, equipment, and space shall be returned to the Customer in good operating condition, less reasonable wear and tear.

12.7 The Contractor warrants that all products furnished under the Contract by the Contractor shall be free of defective material and workmanship for the life of the Contract, including renewal terms, and will be done so as to avoid noncompliance.

12.8 If the Contractor damages the Customer's equipment, the Contractor shall, replace all equipment and/or materials lost, damaged, or otherwise unavailable due to the fault of the Contractor or Contractor's agents or employees:

12.8.1. In addition, the Contractor will be charged a $100.00 per day penalty for equipment damage that results in any disruption of facility operations and/or the inability of the Contractor to perform the required contracted services, plus the cost of any employee productivity lost if the facility must be shut down or employees furloughed. The Customer, in coordination with the tenants of the facility affected, shall determine the costs of this productivity interruption. However, the Customer shall make the final decision on the costs. All such costs will be deducted from the Contractor's invoice.

13. Training

In addition to the Tasks/Deliverables listed in SOW Section 7, Contractor will be responsible for the following training tasks/deliverables:

13.1 Each Security Guard shall complete all trainings as required by this Contract and the Customer prior to being assigned to a facility. The Contractor shall be responsible for submitting all lesson plans for Contractor training courses and training records of employees to Customer's Contract Manager on a quarterly basis, and/or upon request.

13.2 The Contractor shall provide a designated Training Coordinator to serve as a point of contact for Customer representatives to ensure adequate training is conducted for all the Contractor's personnel. The Training Coordinator position may be held by a branch trainer or account manager as appropriate to the Contractor size. All formal training of Security Guards is to be administered by an experienced individual with strong subject matter expertise, if required by the Customer, who is appropriately certified (by an accredited institution of learning or governmental/educational certification body). All training will be at the sole cost and expense of the Contractor, unless stipulated otherwise in the Customer's SLA. The Training Coordinator is responsible for the following:

13.2.1. Ensuring Security Guards receive ongoing training to maintain licensure in accordance with Chapter 493, Part III, Florida Statutes.
13.2.2. Training all staff in the Customer's initiative, customer service, code of conduct, ethics, conflict management, and sexual harassment.
13.2.3. Coordinating and facilitating staff development, licenses, permits, and certifications.
13.2.4. Administering monthly tests as determined by the Customer for staff and re-training any Security Guard who fails an administered test.
13.2.5. Conducting Americans with Disabilities Act (ADA) training, to include service animal training.
13.2.6. Conducting Emergency Operation Procedures (EOP) training specific to the Customer's property/building.
13.2.7. Ensuring each Security Guard completes sixteen (16) hours of orientation and basic security training related to general high-rise and mid-rise building issues.
13.2.8. Ensuring each Security Guard completes sixteen (16) hours of Contractor supervised on-the-job training to include the Customer's designed trainings on an as needed basis.
13.2.9. Conducting quarterly Customer training for Account Managers as required.
13.2.10. Coordinating any specialized Security Guard training that is required by a Customer, which must be specified in the SLA. Customer shall cover the cost of specialized training and the hourly rate for the Security Guard attending the training.

13.3 The premises shall not be used as a training site for the Contractor's personnel.

13.4 Mandatory Guard and Supervisor Training

13.4.1. The Contractor, at the Contractor's expense, shall ensure that newly assigned Security Guards and supervisors are trained at a minimum in the following areas:

13.4.1.1. Orientation and basic security training related to general high-rise and mid-rise building issues.
13.4.1.2. Patrol and observation techniques.
13.4.1.3. Report writing.
13.4.1.4. Customer service and public relations.
13.4.1.5. Fire safety and prevention.
13.4.1.6. Bomb recognition.
13.4.1.7. Conflict management.
13.4.1.8. Interpersonal skills.
13.4.1.9. Incident investigation.
13.4.1.10. Crime prevention.
13.4.1.11. Handling threatening/hostile individuals.
13.4.1.12. Handling violence in the workplace.
13.4.1.13. Computer operations.
13.4.1.14. Emergency call procedures to notify the police/sheriff department of appropriate jurisdiction.
13.4.1.15. Compiling employee log sheets to log the inspections and observations of rounds.

13.4.1.16. Operation of a two-way radio, cellular telephone or other device, to be able to call into the Contractor's headquarters.
13.4.1.17. Emergency call procedures to notify the Customer of a problem.
13.4.1.18. Procedures for identifying and handling suspicious packages.
13.4.1.19. Procedures for identifying and safely responding to bio-medical hazards.
13.4.1.20. Cardiopulmonary Resuscitation (CPR), First Aid, Blood Borne Pathogens, and the use of an Automated External Defibrillator (AED).
13.4.1.21. Americans with Disabilities Act (ADA) training, to include service animal training.
13.4.1.22. Emergency Operation Procedures (EOP) training specific to the Customer's property/building.
13.4.1.23. Where required by Customer, Contractor supervised on-the-job training to include Customer's designed trainings.

13.5 Mandatory On-Going Guard Training

13.5.1. Each Security Guard shall also receive a minimum of four (4) hours of training every 12 months at the sole cost and expense of the Contractor. Subjects shall include, but are not limited to:

13.5.1.1. Customer service.
13.5.1.2. Conflict management.
13.5.1.3. Report writing.
13.5.1.4. Interpersonal skills, including sexual harassment training.
13.5.1.5. Incident investigation.
13.5.1.6. Crime prevention.
13.5.1.7. Handling threatening/hostile individuals.
13.5.1.8. Computer operations.
13.5.1.9. Fire prevention.
13.5.1.10. Observation skills.
13.5.1.11. Effective patrol techniques.

13.6 Vehicle Operating Training

13.6.1. Defensive driving training for all vehicle operators is required.

14. Ancillary Equipment

The Contractor may provide Ancillary Equipment in addition to Security Guards. Ancillary Equipment must support the Customer's Security Guard Services. Such equipment shall be detailed in the Customer's SLA and are limited to the following:

14.1 **Vehicles** – Equipment, to include motorized and non-motorized, used in conjunction with providing security guard services. The type of vehicles may vary depending upon the location of services: bicycle, golf cart, automobile, SUV, and 4WD truck.

15. Background Screening and Record Retention

All the Contractor's employees, subcontractors and agents performing work under the Contract must comply with all security and administrative requirements of the Customer,

as described in Section 13 (Background Screening and Security) of Attachment B, Special Contract Conditions.

15.1 Self-Disclosure

The Contractor shall ensure that all persons have a responsibility to self-report within three (3) calendar days to the Contractor any updated court disposition regarding any disqualifying offense, regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict). The Contractor shall immediately reassess whether to disallow that person access to any State of Florida premises or from directly performing services under the Contract. Additionally, the Contractor shall require that the person complete an annual certification that they have not received any additional criminal misdemeanor or felony records regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) for the disqualifying offenses and shall maintain that certification in the employment file.

In addition, the Contractor shall ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days, any arrest for any disqualifying offense. The Contractor shall notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest.

15.2 Duty to Provide Secure Data

The Contractor will maintain the security of State of Florida data including, but not limited to, a secure area around any display of such data or data that is otherwise visible. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information. Data cannot be disclosed to any person or entity who is not directly approved to participate in the scope of work set forth in this Contract.

15.3 Customer's Ability to Audit Screening Compliance and Inspect Locations

The Customer reserves the right to audit the Contractor's background screening process upon two (2) days prior written notice to the Contractor during the term of the Contract. The Customer will have the right to inspect the Contractor's working area, computer systems, and/or location upon two (2) business days prior written notice to the Contractor to ensure that the Contractor's background screening process is in compliance with the Contract and all applicable state and federal rules and regulations.

15.4 Record Retention

The Contractor shall retain a list of all persons with access to data, including a statement confirming that each person has passed the background screening required herein. Such a statement shall not include the substance of the screening results, only that the person has passed the screening. The Contractor shall create a written policy for the protection of data, including a policy and procedure for access to data. The Customer reserves the right to provide its own data policy for the Contractor to adhere to. The Contractor shall document and record, with respect to each instance of access to data:

1) The identity of all individual(s) who accessed data in any way, whether those individuals are authorized persons or not;
2) The duration of the individual(s)' access to data, including the time and date at which the access began and ended;
3) The identity, form and extent of data accessed, including, but not limited to,

whether the individual accessed partial or redacted versions of data, read-only versions of data, or editable versions of data; and

4) The nature of the access to data, including whether data was edited or shared with any other individual or entity during the duration of the access, and, if so, the identity of the individual or entity.

The Contractor shall retain the written policy and information required in this subsection for the duration of this Contract and a period of no less than five (5) years from the date of termination of this Contract and any Contract extensions. The written policy and information required in this subsection shall be included in the Customer's audit and screening abilities as defined in subsection 15.3. The written policy and information required in this subsection shall also be subject to immediate disclosure upon written or oral demand at any time by the Customer or its designated agents or auditors. Failure to compile, retain and disclose the written policy and information as required in this subsection shall be considered a breach of the Contract. The resulting damages to the Customer from a breach of this subsection are by their nature impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining such damages will be numerous, complex and unreasonably burdensome to prove. The Parties acknowledge these financial consequences are liquidated damages, exclusive of any other right to damages, not intended to be a penalty and solely intended to compensate for unknown and unascertainable damages. The Contractor therefore agrees to credit the Customer the sum of $1,000 for each breach of this subsection.

16. Staff Assignments

16.1 The Contractor shall maintain Security Guards and supervisors that are ready to assist the Customer immediately in the event of flood, fire, natural/manmade disaster, or any other emergency. The Contractor will provide evidence of available utility/reinforcement Security Guards to the Customer's Contract Manager and Facility Manager when requested.

16.2 The Contractor is responsible for creating a master schedule for Security Guards provided in accordance with a Customer's SLA and providing to the Customer in writing when requested. Prior to a Security Guard being assigned to a facility, whether a permanent employee or temporary replacement, the Contractor shall certify that all requirements of this Contract have been met. The Customer reserves the right to interview all new permanent or temporary employees prior to placement. The Contractor will supply the Customer's Contract Manager or Facility Manager with notification of any changes to the master schedule or vacation schedules no less than seven (7) days in advance.

16.3 Contractor will maintain a group of substitute/alternate Security Guards trained on the Customer's facility for assignment as required. The Contractor will supply an updated list of trained Security Guards trained to perform security guard services at the Customer's facility on a quarterly basis or as requested by the Customer.

16.4 In the event the assigned Security Guard is unable to perform the services as required, the Contractor shall supply another Security Guard(s), as necessary, at no additional cost to the Customer, to ensure that all assignments are performed.

16.5 The Contractor shall provide coverage of additional shifts or special requests as

approved by the Customer at the applicable hourly billing rates unless the additional shifts or special requests results in working more than 40 hours per workweek and such overtime has been authorized by the Customer.

17. Staffing Requirement and Security Guard Turnover Rate

17.1 It is the responsibility of the Contractor to ensure the Customer facility(ies) are staffed in accordance with the Customer's facility list as incorporated through the SLA for all scheduled shifts. Allowances shall not be granted to compensate for additional cost or personnel required to satisfy the staffing requirements in the event of illness, personnel absence, tardiness or relief. The Contractor shall be solely responsible and liable for filling these positions including, but not limited to, finding replacement Security Guard(s) to work at a Customer facility(ies) as needed. A one (1) week advanced notification is required for any Security Guard taking approved leave time, and the Contractor must provide the name of the replacement Security Guard to the Customer's Contract Manager or Facility Manager seven (7) days in advance. In the event a scheduled Security Guard is unexpectedly not available for a duty shift, the Contractor shall ensure the Customer facility is timely provided a replacement Security Guard to cover the shift. The Contractor will not be compensated for any additional services performed unless approved and authorized under separate agreement by the Customer.

17.2 The Contractor shall make Security Guard Services available to the Customer based on established scheduled hours for the proposed length of the Contract. Security Guards are not to work more than 40 hours in a workweek, unless overtime is requested and authorized in advance by the Customer. For authorized overtime work, Customer may be invoiced up to one and one-half times the applicable contracted hourly rate. The Contractor will not invoice the Customer for unauthorized overtime hours worked and will be financially responsible for any additional compensation owed to an individual for overtime hours worked, beyond that invoiced to the Customer, in accordance with the Fair Labor Standards Act as set forth in 29 U.S.C. Chapter 8. This includes when Contractor employees are called in by Contractor to re-staff vacated shifts that do not have a permanent Security Guard stationed. The Customer reserves the right to add or subtract hours from a schedule as identified in the Customer's SLA with a thirty (30) day written notice.

17.3 The Customer reserves the right to add and delete facilities as required in each Region. These facilities will be charged at the same established hourly rate for the Region. The Customer also reserves the right to delete facilities as deemed necessary.

17.4 The Contractor may be authorized or required to furnish unscheduled uniformed Security Guards for the premises or other location(s) designated by the Customer according to the rates established in the pricing schedules and pursuant to all other provisions of this Contract.

17.5 If required by the Customer's SLA, the Contractor shall submit job descriptions for all positions to be approved by the Customer's Contract Manager.

17.6 Security Guard turnover rates are of primary concern to the Customer. The Contractor agrees to employ a continuous effort to achieve minimal turnover rates. Turnover shall mean the number of Security Guards hired to replace those leaving or dropped from the Contractor's work force. Turnover rates shall include Security Guards who willingly

leave the company, are laid off from the work force, or are terminated for cause (not to include personnel changes at the Customer's request).

17.7 The Customer reserves the right to reject any employee of the Contractor whom the Customer deems is not qualified.

18. Coverage

Contractor is responsible for maintaining sufficient staffing to ensure Security Guards are available to work at the Customer's facility list as incorporated through the SLA. Customer's facility(ies) shall be staffed in accordance with the Customer's SLA. In the event there is no Security Guard available for any duty shift, the Contractor shall hire and pay an off-duty Florida law enforcement officer to cover the shift at no additional cost to the Customer. An off-duty Florida law enforcement officer will provide services wearing a law enforcement issued uniform.

19. Security Guard Supervision

The Contractor will provide assigned operations manager(s) to assure adequate supervision of all Contractor's personnel. All operations managers shall have earned their positions with proven performance records and may be interviewed by the Customer's Contract Manager prior to assignment. Operations managers' duties/responsibilities shall include, but are not limited to, the following:

19.1 Interview and approve all newly hired staff for the Customer's property portfolio.

19.2 Participate in the creation and quarterly updates of the Building Fire/Disaster Plans and Building Post Orders.

19.3 Ensure Security Guards maintain contract compliance (i.e., training, licenses, certifications, etc.)

19.4 Facilitate effective communication with the Customer's on-site Facility Manager and Security Guards.

19.5 Recommend staffing, as needed.

20. Reporting and Documenting Procedures

20.1 The Contractor shall provide the Customer monthly written reports relating to key performance indicators and other matters including, but not limited to, cost minimization activities, service exception reports, satisfaction and performance surveys, periodic service requests, and monthly call center logs (with issue status reports).

20.2 The Contractor shall prepare written monthly reports for the Customer detailing the previous month's security-related activity and crime incidents that occurred at each post. Specific tables, charts, summaries, etc., will be included in these reports. The Contractor shall also summarize and submit these reports to the Customer on an annual basis on the anniversary date of the commencement of the Contract.

20.3 An Extraordinary Single Incident Report must be completed by the Contractor when a firearm is discharged, someone is injured, or a major criminal act or significant event occurs. Security Guards should consult with Contract supervisors to determine when a

special report may be required. An incident that requires an Extraordinary Single Incident Report will also be verbally reported by the Contractor to the Customer's Contract Manager and/or Facility Manager immediately after the incident occurs, with a preliminary report provided to the Customer's Contract Manager and Facility Manager the same day the incident occurs. A finalized Extraordinary Single Incident Report will be provided to the Customer's Contract Manager and Facility Manager within one (1) business day of the incident occurring.

20.4 Reports shall be submitted timely in accordance with table Reports/Documents Submission Timeline to the Customer of the Scope of Work and provided to the Customer via the method of choice as described in their SLA.

20.5 On a monthly basis, the Contractor shall provide a spreadsheet to the Customer listing the name and other unique identifier for each employee assigned to each facility, indicating the location of deployment. As part of the Contractor's hiring process, the Contractor shall be responsible for screening prospective employees in order to be able to certify to the Customer in writing that each new employee has met the minimum requirements of this Contract. The Contractor shall use, and shall make available to the Customer at no additional cost, internet and intranet solutions to provide all such reports to the Customer upon demand for any applicable period during the term of the Contract.

20.6 Any unusual and/or significant events occurring during a shift (for example a flood, fire, stabbing, homicide) will be summarized briefly by the Security Guard in the post logbook maintained at each facility for identification of the principals later if further investigation is needed. Each shift will start with a new log entry listing any abnormal conditions or indicating that conditions were normal. The log shall reflect at a minimum all security, safety, or building maintenance events, the time that they occurred and the corrective actions that were taken. The bound post logbook will become the property of the Customer upon termination of this Contract. The Contractor shall preserve the bound post logbooks for each post from the inception of the Contract and must make the post logbooks immediately available to the Customer upon request.

20.7 Provide a detailed tracking and investigation system ensuring the thorough and professional monitoring and resolution of all complaints brought forth regarding the performance of the work pursuant to this Contract.

20.8 The Contractor shall issue quarterly reports to the Customer detailing a professional observation of current security practices maintained by the Contractor and, if applicable, any recommended changes to the current security practices. Any recommended changes may or may not be implemented at the discretion of the Customer.

20.9 In the case of any action or unusual incidents, the Customer's Contract Manager will be notified by the Security Guard and the action or unusual incident will be recorded in the security log. The security log will be copied and sent to the Customer's designee after any action or unusual incident.

20.10 Security Guards shall log in and out of each facility.

21. Contractor's Responsibilities

21.1 Administration

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all scopes of work it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), and any benefits for its personnel. The Contractor is accountable to the Customer for the actions of its personnel.

Contractor's management responsibilities include, but are not limited to, the following:

1. Ensuring personnel understand the work to be performed on Customer scopes of work to which they are assigned;
2. Ensuring personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the Customer;
3. Ensuring personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the Customer;
4. Regularly assessing personnel performance and providing feedback to improve overall task performance; and
5. Ensuring high quality results are achieved through task performance.

21.2 Holidays

The Contractor shall provide Customers all services during business days. The following days are observed as holidays by state agencies in accordance with section 110.117, F.S.:

- New Year's Day
- Birthday of Martin Luther King, Jr.
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

If any of these holidays falls on Saturday, the preceding Friday shall be observed as a holiday. If any of these holidays falls on Sunday, the following Monday shall be observed as a holiday.

Customers may have additional holiday(s) observed specifically by the Customer which will be detailed in the Customer's SLA.

21.3 Routine Communications

All routine communications and reports related to the Contract shall be sent to the Department's Contract Manager. All routine communications and reports related to the Customer's SLA shall be sent to the Customer's Contract Manager If any information listed on the Vendor Information attachments changes during the life of the Contract, then the Contractor shall update the attachments and submit to the Department's

Contract Manager. Communications relating to a specific order should be addressed to the contact person identified on the order. Communications may be by e-mail, regular mail, or telephone.

21.4 Contract Reporting

The Contractor shall report information on orders received from Customers associated with this contract. The Contractor shall submit reports to the Department's Contract Manager in accordance with the following schedule:

Report	Period Covered	Due dates
MFMP Transaction Fee Report	Calendar month	Fifteen (15) calendar days after the end of each month
Quarterly Sales Report	State's Fiscal Quarter	Fifteen (15) calendar days after close of the period
Diversity Report (submitted to the Customer)	State Fiscal Year	Ten (10) business days after close of the period
Preferred Pricing Affidavit	Annual	Contract anniversary date
Proof of Insurance	Annual	Upon policy renewal

21.5 MFMP Transaction Fee Report

The Contractor is required to submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due fifteen (15) calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the Transaction Fee & Reporting section and Training for Vendors subsections under Vendors on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

21.6 Quarterly Sales Reports

The Contractor shall submit a quarterly sales report electronically, in the required format, to the Department's Contract Manager within fifteen (15) calendar days after close of each quarter. The required format for the quarterly sales report is available at https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format. The Department reserves the right to require the Contractor to provide additional reports within thirty (30) calendar days written notice. Failure to provide the quarterly sales report, or other reports requested by the Department, may result in the imposition of financial consequences or the Contractor being found in default and may result in Contract termination. Initiation and submission of the quarterly sales report are the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded during

the period, the Contractor must submit a report stating that there was no activity. If the Contractor fails to submit three consecutive quarterly sales reports, this may be considered a breach of the Contract and the Contract may be terminated or the Department may choose to not renew the Contract. Sales will be reviewed on a quarterly basis. If no sales are recorded in three consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 (July-September) - due fifteen (15) calendar days after the close of the period.
Quarter 2 (October-December) - due fifteen (15) calendar days after the close of the period.
Quarter 3 (January-March) - due fifteen (15) calendar days after the close of the period.
Quarter 4 (April-June) - due fifteen (15) calendar days after the close of the period.

21.7 Diversity Report

The Contractor shall report to each Customer spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority business utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

21.8 Ad-hoc Report

The Department may require additional Contract information such as copies of purchase orders, or ad hoc sales reports. The Contractor shall submit these specific ad hoc requests for reports within the specified amount of time as requested by the Department.

21.9 Business Review Meetings

In order to maintain the partnership between the Department and the Contractor, each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

21.10 Financial Consequences

Financial consequences may be assessed on a daily basis for each individual failure of the listed performance metric(s) until the performance or submittal is accomplished to the Department's and/or Customer's satisfaction and will apply to each covered period beginning with the first full month or quarter of the Contract's performance and each and every month and quarter thereafter. See the financial consequences table below:

Performance Metric	Description	Period Covered	Financial Consequences for Non-Performance; Per Occurrence
Timely submission of complete and accurate Quarterly Sales Report	Submit Quarterly Sales Report fifteen (15) calendar days after close of the reporting period	State's Fiscal Quarter	$250
Timely submission of complete and accurate Monthly Transaction Fee Report	Submit Monthly Transaction Fee Report fifteen (15) calendar days after close of the reporting period	Calendar Month	$100
Timely submission of Contractor's signed Preferred Pricing Affidavit	Submit Preferred Pricing Affidavit on Contract Anniversary Date	Annual	$100
Timely submission of Proof of Insurance	Submit Proof of Insurance upon policy renewal	Annual	$100
Staff Customer facility(ies) in accordance with the Customer's SLA.	Unless otherwise specified in a Customer's SLA, Contractor will provide the Customer facility with a replacement Security Guard within four (4) hours of a scheduled Security Guard not arriving for their duty shift.	Per Occurrence	$500

The Department and Customers reserve the right to withhold payment or implement other appropriate remedies, such as Contract termination or non-renewal, when the Contractor has failed to perform/comply with the provisions of the Contract. These consequences for nonperformance shall not be considered penalties.

21.11 Price Adjustments

Prices may be adjusted no earlier than twelve (12) months after the start date of the initial or renewal term of the Contract, or no earlier than twelve (12) months after the effective date of the previous price adjustment, whichever is later. Price increases must be supported by a change in the Producer Price Index (PPI) for the Series ID(s) shown in the table below. This information is published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS), and is available at http://www.bls.gov/data/.

Series ID	Product
561612561612	Security guards and patrol services

The change in PPI for the first price adjustment after the start date of the initial or renewal term shall be determined using the PPI for the month in which the initial Contract or renewal was executed and the latest available non-preliminary PPI at the

time of the price adjustment request; a preliminary PPI is indicated on the BLS website with a "(P)" notation. The change in PPI for second and subsequent price adjustments shall be determined using the latest PPI that was used to support the previous price adjustment and the latest available non-preliminary PPI at the time of the request.

When requesting a price increase, the Contractor shall submit a written justification to the Contract Manager detailing the reason(s) for the request; an increase in the PPI is not sufficient justification for a price increase by itself. Price increases shall not exceed the percent change in PPI or three percent (3%), whichever is less. The percent change in PPI shall be calculated using the following formula:

(B - A) / A = Z

Where:
A = earliest PPI (PPI at time of initial Contract or renewal execution or previous price adjustment)
B = latest PPI (latest available non-preliminary PPI at time of price adjustment request)
Z = percent change in PPI

The Department reserves the exclusive right to accept or reject any price adjustment request. Price adjustments will not be considered for any Contractor with any contractual non-performance issues including, but not limited to, outstanding fees or monies due under this Contract or overdue reports or documentation including, but not limited to, a Quarterly Sales Report or an MFMP Transaction Fee Report. Price adjustments are effective only upon written approval by the Department and may not be applied retroactively. The Department reserves the right to request price decreases at any time during the term of the Contract if it is found to be in the best interest of the State. Price decreases issued by the Contractor are permissible at any time during the initial and renewal terms.

21.12 Contract Transition

Upon Contract expiration or termination, the incumbent Contractor shall ensure a seamless transfer of Contract responsibilities with any subsequent Contractor necessary to transition the products and services of this Contract. The incumbent Contractor and subsequent Contractor assume any and all expenses related to the Contract transition.

21.13 Purchasing Card

The state of Florida has implemented a purchasing card program, using the Visa platform. The Contractor may receive payments via the state's Purchasing Card in the same manner as any other Visa purchases. Purchasing Card/Visa acceptance for purchase is a mandatory requirement for the Contract but is not the exclusive method of payment. If the state of Florida changes its Purchasing Card platform during the term of Contract, the Contractor shall make any necessary changes to accommodate the State of Florida's new Purchasing Card platform within thirty (30) days of notification of such change.

SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.
Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.
Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.
(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department’s delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;

(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.



Security Guard Services

Request for Proposals, No. 92121500-19-A

Addendum No. 6 – RFP Timeline Revision

Contained herein are revisions to the RFP Timeline. The Department hereby amends RFP No. 92121500-19-A as noted within this Addendum. All revisions are underlined or in strikethrough and are highlighted. The information included in this addendum is now made part of this RFP No. 92121500-19-A solicitation. Please Note: This Addendum No. 6 does not need to be returned with a vendor's proposal.

1. RFP NO. 92121500-19-A is hereby amended as follows:

Timeline of Events
The table below contains the Timeline of Events for this solicitation. It is the responsibility of the Respondent to check for any changes. The dates and times within the Timeline of Events may be subject to change. All changes to the Timeline of Events will occur through an addendum to the solicitation and noticed on the Vendor Bid System (VBS).

Respondents shall not rely on the MyFloridaMarketPlace (MFMP) sourcing time clock. It is not the official submission date and time deadline. The official solicitation closing time and deadlines are reflected in the Timeline of Events listed below.

Timeline of Events		
Events	**Event Time**	**Event Date**
Solicitation posted on the VBS and in MFMP Sourcing		September 30, 2019
Deadline to submit questions in MFMP Sourcing	2:00 P.M.	October 8, 2019
Department's anticipated posting of answers		November 19, 2019
Deadline to submit Proposal and all required documents in MFMP Sourcing	2:00 P.M.	December 3, 2019
Public Opening 4050 Esplanade, Suite 380K Tallahassee, FL 32399-0950	2:01 P.M.	December 3, 2019
Anticipated period of formal evaluations conducted		December 16, 2019 – January 13, 2020
Anticipated date to post Notice of Intent to Award		~~February 4, 2020~~ **February 10, 2020**
Anticipated Contract start date		March 3, 2020

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest must be timely filed with the Department of Management Services' Agency Clerk.



Security Guard Services

Request for Proposals, No. 92121500-19-A

Addendum No. 5 – RFP Timeline Revision

Contained herein are revisions to the RFP Timeline. The Department hereby amends RFP No. 92121500-19-A as noted within this Addendum. All revisions are underlined or in strikethrough and are highlighted. The information included in this addendum is now made part of this RFP No. 92121500-19-A solicitation. Please Note: This Addendum No. 5 does not need to be returned with a vendor's proposal.

1. RFP NO. 92121500-19-A is hereby amended as follows:

Timeline of Events
The table below contains the Timeline of Events for this solicitation. It is the responsibility of the Respondent to check for any changes. The dates and times within the Timeline of Events may be subject to change. All changes to the Timeline of Events will occur through an addendum to the solicitation and noticed on the Vendor Bid System (VBS).

Respondents shall not rely on the MyFloridaMarketPlace (MFMP) sourcing time clock. It is not the official submission date and time deadline. The official solicitation closing time and deadlines are reflected in the Timeline of Events listed below.

Timeline of Events		
Events	**Event Time**	**Event Date**
Solicitation posted on the VBS and in MFMP Sourcing		September 30, 2019
Deadline to submit questions in MFMP Sourcing	2:00 P.M.	October 8, 2019
Department's anticipated posting of answers		November 19, 2019
Deadline to submit Proposal and all required documents in MFMP Sourcing	2:00 P.M.	December 3, 2019
Public Opening 4050 Esplanade, Suite 380K Tallahassee, FL 32399-0950	2:01 P.M.	December 3, 2019
Anticipated period of formal evaluations conducted		December 16, 2019 – January 13, 2020
Anticipated date to post Notice of Intent to Award		~~January 28, 2020~~ **February 4, 2020**
Anticipated Contract start date		March 3, 2020

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest must be timely filed with the Department of Management Services' Agency Clerk.



Security Guard Services

Request for Proposals, No. 92121500-19-A

Addendum No. 4 – RFP Revisions and Questions and Answers

Contained herein are revisions to the RFP, attachments, and answers to the questions timely submitted to the Department of Management Services (Department). The Department hereby amends RFP No. 92121500-19-A as noted within this Addendum. All revisions are underlined or in strikethrough and are highlighted. In the event of a conflict between information contained in RFP No. 92121500-19-A previously released on the Vendor Bid System on September 30, 2019, and the information contained herein, the information herein shall control. The information included in this addendum is now made part of this RFP No. 92121500-19-A solicitation. Please Note: This Addendum No. 4 does not need to be returned with a Respondent's proposal.

1. RFP No. 92121500-19-A, Section 6. Basis of Award, first paragraph is hereby amended as follows:

    a. 6. Basis of Award
    Contract(s) will be awarded to the responsible and responsive Vendor(s) per region that are determined to be the most advantageous to the state with the highest total final score for a region. The highest total final score will be determined by combining the average of the evaluator technical scores and the cost proposal score for a region. The Department reserves the right to issue multiple awards in a region to Respondents whose total final score is within 20% of the highest total final score for that region. The Department will consider the total cost for each year of the Contract, including initial and renewal years as submitted by the Respondent.

2. Attachment C - Scope of Work (SOW) is hereby amended as follows:

    a. Subsection 4.2
    Provision of Security Guard Services and Ancillary Equipment will vary based on each Customer's service needs. Length of service may vary, as well as number of hours worked in a day, which may range from one (1) hour to twenty-four (24) hours per day. An employee's workweek will vary based on each Customer's service needs and will be a fixed and regularly recurring period of 168 hours—seven consecutive 24–hour periods. Service lengths are as follows:

    Long Term Commitment: One or more years of Security Guard Services provided to a Customer
    Short Term Commitment: Less than one year of Security Guard Services provided to a Customer
    Full Time: 35 to 40 hours per ~~week~~ workweek of Security Guard Services provided to a Customer
    Part-Time: 1 to 34 hours per ~~week~~ workweek of Security Guard Services provided to a Customer
    Occasional: Days, hours, and frequency of Security Guard Services provided to a Customer may vary. This type of length of service includes regularly scheduled events held monthly, quarterly, or semi-annually, or single events or circumstances.

    b. Subsection 4.3
    Security Guards may not work more than 40 hours per ~~week~~ workweek unless authorized to do so by the Customer in writing prior to the provision of services in excess of 40 hours per ~~week~~ workweek.

    c. Subsection 5.7
    All unarmed and armed Security Guards must notify the Contractor in writing within one (1) day if they no longer have a valid, active license necessary to provide Security Guard Services.

Upon such notification, the Contractor will arrange for a ~~new armed~~ replacement Security Guard to provide Security Guard Services for the impacted Customers within a time frame mutually agreed upon by the Contractor and the Customer.

d. Section 6. Position Descriptions
The following are descriptions of Security Guard positions which may be offered under this Contract for Customers. For the purposes of this section, "background in law enforcement" shall mean employment as a law enforcement officer.

e. Subsection 6.1
Security Guard Level I: An unarmed individual with a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license and a minimum of one (1) year prior experience as a Class "D" licensed Security Guard Officer is required. A one (1) year background in law enforcement may be substituted for prior years of experience.

f. Subsection 6.7
Emergency Response Security Guards: These are licensed Security Guards, either armed or unarmed, who provide services when an Executive Order has been issued by a governmental entity. An unarmed Emergency Response Security Guard shall have a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license. An armed Emergency Response Security Guard shall have a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license and Class "G" Statewide Firearm license. Contractor will be required to provide Emergency Response Security Guards as specified by the Executive Order and/or at the Customer's request. Emergency Response Security Guards must have training in first response and may be required to work irregular hours, work more than eight (8) hours per day, work extended periods (including weekends and holidays), work at locations other than their official headquarters, and/or work in adverse conditions. Travel expenses for the Emergency Response Security Guards shall be on a cost reimbursement basis, in accordance with Section 112.061, F.S. Customers may have additional policies regulating travel which the Emergency Response Security Guards may need to adhere to.

g. Subsection 7.9.8.
Assist the Customer's personnel in emergency situations as identified by the Customer. If an emergency extends beyond the normal working hours, the Security Guard will be paid for additional hours at the standard rate of pay unless the work performed in the emergency situation exceeds 40 hours and such overtime has been authorized by the Customer. Security Guards may be diverted by the Customer from normal assignment duties to respond to emergency situations or special duty assignments. No additional costs shall be charged to the Customer for such diversion of Security Guards for emergency situations; however, the Contractor will not be penalized for any regular daily work task not completed by the Security Guard due to their participation in such emergency activities.

h. Subsection 7.9.16
Where applicable, ensure availability of non-emergency Occasional Security Guards Levels I – VI as required for ~~special events and~~ situations where Customer provides Contractor with 24 hours advanced notice. Ensure availability of Emergency Response Security Guards in accordance with subsection 6.7. Ensure availability of Full-time and Part-time Security Guards Levels I – VI where Customer provides Contractor with 72 hours advanced notice.

i. Subsection 7.9.17.
On-site Security Guards must be capable of responding to any on-site call received within five (5) minutes.

j. Subsection 12.3
Security Guards shall be equipped with redundant communication equipment, furnished by the Contractor, to be able to communicate with their supervisor, their home office, 911, the local police, and the Customer's Contract Manager. ~~This redundant communication equipment may include, but is not limited to:~~

~~Stationary Telephone~~
~~Cellular telephone with long distance calling capabilities~~
~~Two-Way Radio~~
~~Fax Machine~~

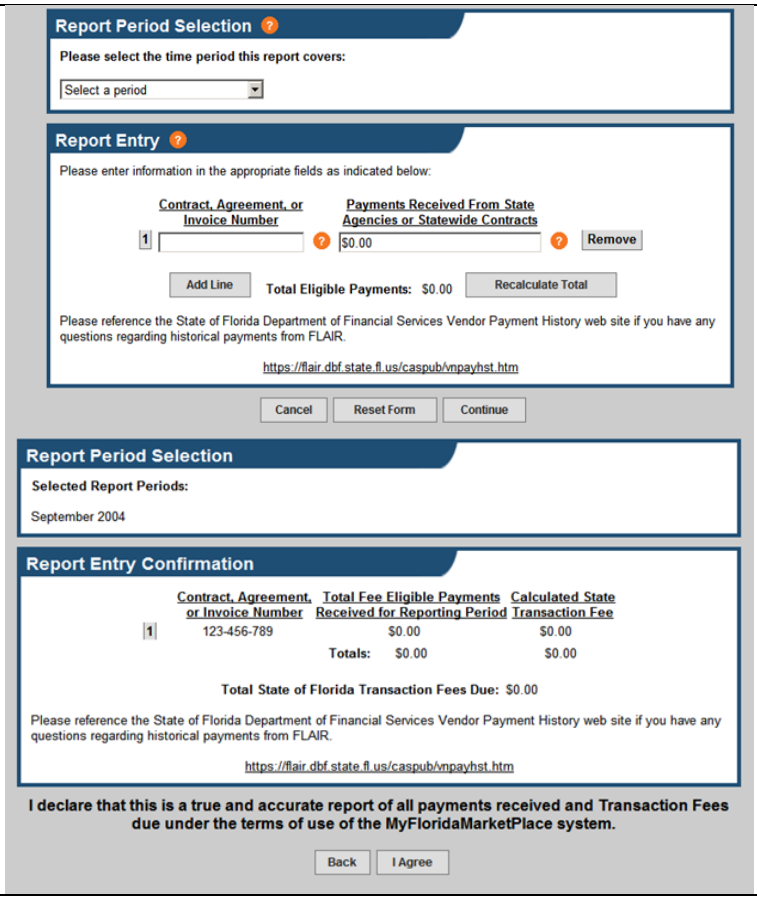
k. Subsection 13.2
The Contractor shall provide a designated Training Coordinator to serve as a point of contact for Customer representatives to ensure adequate training is conducted for all the Contractor's personnel. The Training Coordinator position may be held by a branch trainer or account manager as appropriate to the Contractor size. All formal training of Security Guards is to be administered by an experienced individual with strong subject matter expertise, if required by the Customer, who is appropriately certified (by an accredited institution of learning or governmental/educational certification body) ~~and experienced individual with strong subject matter expertise.~~ All training will be at the sole cost and expense of the Contractor, unless stipulated otherwise in the Customer's SLA. The Training Coordinator is responsible for the following:

l. Subsection 16.5
The Contractor shall provide coverage of additional shifts or special requests as approved by the Customer ~~pursuant to this Section 5~~ at ~~standard~~ the applicable hourly billing rates unless the additional shifts or special requests results in working more than 40 hours per workweek and such overtime has been authorized by the Customer.

m. Section 18. Coverage
Contractor is responsible for maintaining sufficient staffing to ensure Security Guards are available to work at the Customer's facility list as incorporated through the SLA. Customer's facility(ies) shall be staffed in accordance with the Customer's SLA. In the event there is no Security Guard available for any duty shift, the Contractor shall hire and pay an ~~duly qualified~~ off-duty Florida law enforcement officer to cover the shift at no additional cost to the Customer. An off-duty Florida law enforcement officer will provide services wearing a law enforcement issued uniform.

No.	Question	Answer
1.	What companies are currently vendors for these services outlined in RFP 92121500-19-A and what are their billing rates for "full time", "part time", and "occasional" for all regions?	Current Contractors for the Security Officers contract are: 1. Allied Universal Security Services 2. Dynamic Security, Inc. 3. G4S Secure Solutions (USA) Inc. 4. U.S. Security Associates, Inc. Current Contractor rates can be found on the Security Officer Services state term contract website: Security Officer Services - Pricing.
2.	Is there a set- aside to this RFP?	No. Reference RFP sub-section 3.2 Commitment to Diversity in Government Contracting.
3.	Attachment E - Should a respondent submit his prices to all regions, or can provide pricing for specific districts of his choice?	The Respondent may respond to one or more region(s). The Respondent is not required to respond to all regions. Reference RFP sub-section 6.2 Cost Proposal and Attachment H – Price Sheet instructions. The Department will not consider or evaluate a proposal for any region(s) that fails to provide pricing for all security guard positions, service lengths, and hours within in a region for both the Initial Term and Renewal Term.
4.	RFP file- section 3.2 - Is there a preferred score for a woman-, veteran-, and minority-owned business enterprises? If yes, is any action need to be taken?	See answer to Question 2.
5.	RFP file- section 4.3.1- 4.4 **-** Can the attachments be submitted as one file (as part of the main respondent proposal), or alternatively will the respondent will be given the option to upload each attachment separately when uploading the files?	Respondents should upload each attachment separately in MyFloridaMarketPlace Sourcing.
6.	Attachment F**-** what "VENDOR FEID MFMP LOCATION SEQUENCE NO" stands for? Where can I see the number associated with my company vendor account?	Vendor FEID MFMP Location Sequence No. stands for Vendor Federal Employer Identification Number MyFloridaMarketPlace Location Sequence Number. Vendors can see their MyFloridaMarketPlace Location Sequence Number on the location section of their Vendor Information Portal account.
7.	Attachment F- what "MFMP CATALOG" stands for?	MFMP Catalog stands for the MyFloridaMarketPlace Catalog. This is an electronic catalog that provides agency customers with direct access to State Term Contract and Alternate Contract Source Pricing within the State of Florida's eProcurement system.
8.	Can a respondent register an RFP mailing list, in order to	The Vendor Bid System and MyFloridaMarketPlace Sourcing may provide automated notifications to the Vendor community, as a courtesy, based on commodity

	receive alerts about uploading files?	codes that are tied to a Vendor's registration in the MFMP VIP. Vendors with a commodity code that matches the commodity code of the MFMP Sourcing event will be able to 'Join' the MFMP Sourcing event. If a Vendor does not have a matching commodity code, VBS and MFMP Sourcing will not provide a courtesy notification and the Vendor will not be able to 'Join' the MFMP Sourcing event. Vendors have the ability to access and update their registration in VIP by adding commodity codes to their business profile. Changes made in MFMP VIP, including new registrations, may take forty-eight (48) hours to take effect. The MFMP VIP can be accessed via this link: https://vendor.myfloridamarketplace.com/ For additional questions regarding MFMP, please contact the vendor help desk at: 1-866-352-3776.
9.	Attachment C- section - 13.2 – which certifications does a training coordinator has to possess?	See Addendum No. 4, 2.k., revised Attachment C – Scope of Work subsection 13.2 listed above.
10.	Attachment C- section 13.5- can a site supervisor do the 4-hour ongoing training?	The training requirements may be more specifically defined between the Contractor and the Customer in a Service Level Agreement.
11.	RFP file- section - 6.2- regarding the cost proposal - 400 Available Points- a. Will each region stand by its own evaluation and rating?	The Respondent shall be awarded up to 400 points for a region where the Respondent submitted all required pricing information for that region in the Cost Proposal.
	b. Can one region evaluation affect the evaluation of another region and hurt the chances of winning it?	No, see Addendum No. 4, 1.a., revised RFP Section 6 Basis of Award listed above.
12.	Who are the incumbent companies in each region?	See the answer to question 1.
13.	What is the incumbent companies' bill rates for each position in each region? (Long/short term, levels 1-6, full/part time)	See the answer to question 1.
14.	How many billable hours each region has in 2018?	The Department is not in possession of this information.
15.	Attachment C- section 21.5 MFMP Transaction Fee Report-	A Transaction Fee Report includes a vendor's business activity relating to the Contract and are completed and submitted using the MFMP online Billing and Collection System (BCS) in the Vendor Information Portal (VIP). Also see Rule 60A-1.031(2), Florida Administrative Code.

	a. what is the MFMP Transaction Fee Report?	
	b. can you please provide an example of this report and completed MFMP Transaction Fee Report from one of the incumbent?	
16.	Can you provide us with a completed quarterly sales report from one of the incumbent?	Yes, see Exhibit 1 of Addendum No. 4.
17.	What do we need to do/ fill-out in Exhibit A?	Service Level Agreement Exhibit A – Facility List is a document completed by the Contractor as part of a Service Level Agreement with a Customer.
18.	Will the state accept proposed exceptions or modifications to the contractual documents for review and consideration?	No. Please reference Attachment E – Responsive Requirements. Signature of the Attachment E – Responsiveness Requirements certifies that the Respondent accepts and will comply with all terms and conditions listed in the Draft Contract and the Special Contract Conditions and is in compliance with Section 9 of the PUR 1001 form as modified by the General Instructions section of the RFP. See also RFP subsection 4.1, General Instructions, modification of PUR 1001 Section 9, in submitting a response, each respondent understands, represents, and acknowledges the product offered by the Respondent will conform to the specifications without exception.

19.	What are the standard payment terms for the state, and can payment terms be negotiated in SLA's?	See Attachment B – Special Contract Conditions, Section 3, Payment and Fees. See also Attachment C – Scope of Work Section 9, Service Level Agreements. Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract. Such additional terms shall not conflict with the terms and conditions established.
20.	Current Rates – Have the incumbent vendors received rates increase since the initial contract date? If so, can those rates be provided?	There have been no rate increases since the initial contracts were executed.
21.	Contractors right to termination – will the contractor have the right to terminate or suspend services due to issues such as non payment or circumstances beyond the contractors control?	The Department strongly encourages each Respondent to thoroughly review Attachment B – Special Contract Conditions and all other attachments in their entirety.
22.	Transaction Fees, Attachment B, 3.7 – Can you confirm that the transaction fee is 1% for services provided under this agreement?	Per chapter 2019-116, Laws of Florida, the transaction fee is seven-tenths of one (0.70%) percent for the 2019-2020 fiscal year only. The Legislature reviews this transaction fee annually and the fee may be subject to change.
23.	Attachment C, 4.3 – Can security officers exceed 40 hours per week if no overtime is billed?	All hours in excess of 40 hours per week are considered overtime. Security Guard Services will be provided in accordance with the requirements set forth in the RFP No. 92121500-19-A, including, but not limited to, compliance with the Fair Labor Standards Act as set forth in 29 U.S.C. Chapter 8. The hours needed per week will be more specifically defined between the Contractor and Customer. Also see Addendum No. 4, 2.b., revised Attachment C – Scope of Work subsection 4.3 listed above.
24.	Attachment C, 7.9.16 – Can you expound on this subject? Is there a limit to number of personnel that can be requested within 24 hours. Are these emergency situations able to be billed at overtime rates?	The state term contract does not have a cap for number of Emergency Response Security Guards or personnel that can be requested where the Contractor receives 24 hours advanced notice from the Customer. The Department cannot anticipate Customer needs, which may vary. The Contractor must provide services within the applicable timeframes which will be billed in accordance with the applicable submitted rates in accordance with Attachment C – Scope of Work subsection 17 and either the Attachment H – Cost Proposal or the Customer's SLA.
25.	Attachment C, 21.13 – What are the fees, if any,	The State of Florida currently contracts with the Bank of America for purchasing card services. The contract and pricing can be found here:

	associated with the purchasing card?	https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/state_term_contracts/purchasing_card_services/pricing
26.	Attachment J. Is this form required to be returned with our response? It is not included on the list of required documentation under Tab 1 or Tab 2 as a form to be submitted.	Attachment J – Preferred Pricing is not documentation submitted with a Respondent's proposal and is completed prior to execution of a contract with the Department and is submitted annually in accordance with Attachment B – Special Contract Conditions Section 3.
27.	Exhibit A. Please clarify the purpose of this form. Is this form required to be returned with our response? It is not included on the list of required documentation under Tab 1 or Tab 2 as a form to be submitted.	See the answer to Question 17.
28.	What major problem do we want to solve?	This question is unclear. RFP subsection 1.1 Objective contains the objective for RFP No. 92121500-19-A.
29.	What are specific requirements for this project?	See the Request for Proposals and Attachment C – Scope of Work.
30.	What specific experience do vendors need to have to qualify?	See to the response to Question 29.
31.	What are the scope priorities?	See to the response to Question 29.
32.	What role will pricing play in the final decision?	See Addendum No. 4, 1.a., revised RFP Section 6 Basis of Award listed above.
33.	What is your available budget?	This is a state term contract with no specified budget. See RFP subsections 1.1, Objective, and 1.2, Background Information.
34.	Can you provide a detailed on how many officers is required for this project?	See the Request for Proposals and Attachment C – Scope of Work. The specific Security Guard Services to be provided for a Customer will be more specifically defined between the Contractor and Customer.
35.	What can tactically go wrong?	The question is unclear.
36.	In which region will this project located?	The Respondent may submit a response to provide Security Guard Services in one or more region. The Respondent is not required to respond to all regions. See Attachment L – Region Map for a map of the regions.
37.	Does this bid have a mandatory set aside for M/WBE , DBE or SBE or is it just encouraged and the prime can elect not to have one.	See to the response to Question 2.
38.	Attachment B, 3.2.2 Preferred Pricing. Indicates "The Contractor guarantees that	Prices may only be adjusted pursuant to Attachment C – Scope of Work subsection 21.11, Price Adjustments.

	the pricing indicated in this Contract is a maximum price." Will the State permit changes to bill rates when mandated minimum/living wage changes become effective in the various state, county, city or other agencies using this contract?	
39.	Attachment B, 3.4 Purchase Order states "The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract." a. Since pricing is provided at a maximum price, is the contractor required to accept only purchase orders at the maximum price provided on the contract?	The Contractor shall not exceed the pricing set forth in the Contract but may propose decreases in pricing for Customer specific purchases.
	b. Can the State please clarify if the contractor is required to accept timely purchase orders from State Agencies, other governmental entities and/or cooperative purchasing users?	The Contractor is required to accept timely purchase orders from Customers for this Contract which includes state agencies and eligible users as defined in 60A-1.001, Florida Administrative Code. See also Section 43, Cooperative Purchasing, in the PUR 1001.
40.	Attachment B, 3.4 Purchase Order states "Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months." Is the term of performance considered to be the term	Attachment B Special Contract Conditions subsection 3.4 Purchase Order applies to the Contract Term. A Customer's specific needs will be defined in the SLA, including the period of performance.

	specified under the contract itself or as specified in the Service Level Agreement?"	
41.	Attachment B, 3.7 Transaction Fees states "The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available." Will the State permit changes to bill rates if mandated transaction fees are increased?	No. Also, see answer to Question 38.
42.	Attachment B, 6.10 Cooperative Purchasing states "Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the	Currently, the transaction fee of 0.70% is assessed for payments made by agencies unless specifically exempt by Rule 60A-1.031(3), Florida Administrative Code.

	requirements of Rule 60A-1.045(5), F.A.C." Is the transaction fee applicable to cooperative purchasing agreements?	
43.	Attachment B, 7.4 Performance Bond states "Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security." This is a significant expense to the contractor. Should this cost be accounted for in all pricing or can an additional fee be added to account for this cost in when it is required?	No, an additional fee cannot be added for a performance bond.
44.	Attachment B, 11.2.1 Proposal of Corrective Action Plan states "In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer." Can the Department provide the	The timeframe for correcting a performance deficiency is dependent on the type of performance deficiency that requires correction and will be identified by the Department or Customer.

	specified timeframe that will be expected for corrective action to occur (or at least provide range in the timeframes) so that the impact of this response time can be determined?	
45.	Attachment B, 11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure states "If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount." Can the Department provide the template that will be used for the corrective action plan and the parameters for what is considered acceptable or unacceptable?	There is no corrective action plan template. The corrective action plan must describe how the Contractor will address all performance deficiencies identified by the Department or Customer.
46.	Attachment B, SECTION 12. CONTRACT AUDITS states "12.1 Performance or Compliance Audits. The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the	There is not a template used for a performance and/or compliance audit and the parameters for what is considered acceptable or unacceptable will depend on the audit and contractual requirements.

	Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required." Can the Department provide the template that will be used for the performance and compliance audit and the parameters for what is considered acceptable or unacceptable?	
47.	Attachment C, 5.7 All unarmed and armed Security Guards must notify the Contractor in writing within one (1) day if they no longer have a valid, active license necessary to provide Security Guard Services. Upon such notification, the Contractor will arrange for a new armed Security Guard to provide Security Guard Services for the impacted Customers within a time frame mutually agreed upon by the Contractor and the Customer." a. If an unarmed security guard no longer has a valid license is it required that they be replaced with a new Armed Security Guard?	See Addendum No. 4, 2.c., revised Attachment C – Scope of Work subsection 5.7 listed above.
	b. Will the Armed rates then become applicable and charged appropriately to the agency?	See answer to Question 47 a.
48.	Attachment C, 5.5 states "All armed and unarmed Security Guards employed by the Contractor must have at a minimum of one (1) year of similar Security Guard Services experience." So, section 6.1 Security Guard	See Addendum No. 4, 2.d. and 2.e., revised Attachment C – Scope of Work Section 6, Position Descriptions, and subsection 6.1 listed above.

	Level I: An unarmed individual with a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license should be amended to state that it now requires a minimum of one (1) year of experience.	
49.	Attachment C, 6 states that "A two (2) year background in law enforcement may be substituted for prior years of experience." Will two (2) year background in Department of Corrections and Military also apply?	No, only employment as a law enforcement officer may substitute for prior years of experience as a Security Guard Officer.
50.	Attachment C, 7.9.8.) states "Assist the Customer's personnel in emergency situations as identified by the Customer. If an emergency extends beyond the normal working hours, the Security Guard will be paid for additional hours at the standard rate of pay. Security Guards may be diverted by the Customer from normal assignment duties to respond to emergency situations or special duty assignments. No additional costs shall be charged to the Customer for such diversion of Security Guards for emergency situations; however, the Contractor will not be penalized for any regular daily work task not completed by the Security Guard due to their participation in such emergency activities." a. Can the State please clarify if the contractor will be required to pay security guards at regular rates for the emergency extended hours?	Work performed in an emergency that extends beyond normal working hours will be billed in accordance with Attachment C – Scope of Work subsection 17 and either the Attachment H – Cost Proposal or the Customer's SLA. The applicable contracted rate of pay will apply in all situations unless overtime has been authorized by the Customer. See Addendum No. 4, 2.g. and 2.l., revised Attachment C – Scope of Work subsections 7.9.8. and 16.5 listed above. Contractor's payments to its employees are determined by the Contractor and its employees but must comply with the Fair Labor Standards Act as set forth in 29 U.S.C. Chapter 8.
	b. Will the contractor still be penalized for not	No, see Addendum No. 4, 2.g., revised Attachment C – Scope of Work subsection 7.9.8., listed above "Contractor

	completing regularly assigned tasks as a result of the emergency?	will not be penalized for any regular daily work task not completed by the Security Guard due to their participation in such emergency activities."
	c. Will the 40-hour maximum work week requirement still apply?	See Addendum No. 4, 2.g. and 2.l., revised Attachment C – Scope of Work subsections 7.9.8. and 16.5 listed above. See also Attachment C Scope of Work subsection 17.2.
	d. Could meeting these emergency needs result in the contractor being given a fine?	The Department will not penalize the Contractor for any regular daily work task not completed by the Security Guard due to his/her participation in such emergency activities. See Addendum No. 4, 2.g., revised Attachment C – Scope of Work subsection 7.9.8., listed above.
51.	Attachment C, 7.9.16. states "Where applicable, ensure availability as required for special events and situations where Customer provides Contractor with 24 hours advanced notice." The standard industry notification time for special events is typically 72-hours in advance. To clarify, which rate with the contractor be permitted to use in these circumstances the Occasional rate or whatever rate is currently in effect. Therefore, should the 24-hour advanced notification timeframe be priced into the Occasional rates or into ALL rates?	The 24-hours advance notice only applies to emergency response security guards and occasional security guards. See Addendum No. 4, 2.f., and 2.h., revised Attachment C – Scope of Work subsections 6.7 and 7.9.16., listed above. Coverage will be billed in accordance with the applicable submitted rates in accordance with Attachment C – Scope of Work subsection 17 and either the Attachment H – Cost Proposal or the Customer's SLA.
52.	Attachment C, 7.9.17. Be capable of responding to any on-site call received within five (5) minutes. a. Can you please clarify what type of response is required within the 5-minute required response timeframe?	On-site personnel must be able to respond to the situation within five (5) minutes. See Addendum No. 4, 2.i., revised Attachment C – Scope of Work subsection 7.9.17., listed above. A response to an on-site call is intended to mean take the appropriate action to address the issue identified in the received call.
	b. Should 5-minute response timeframe requirement be priced into all rates?	See Addendum No. 4, 2.i., revised Attachment C – Scope of Work subsection 7.9.17., listed above. All proposed pricing must be listed in Attachment H – Cost Proposal and shall be based on meeting or exceeding the terms and conditions in RFP No. 92121500-19-A.
53.	Attachment C, 8.1.6 states "Successfully pass a pen and	No.

	paper literacy test administered by the Contractor including, but not limited to, spelling and grammar. Contractor shall furnish results to Customer or DMS upon request." Will the State provide the required literacy test?	
54.	Attachment C, 11.1 states "The Contractor shall provide a manager (i.e. Regional and Corporate Headquarters) who will conduct regular, unannounced inspections to ensure Security Guards' compliance with established terms and conditions. The frequency of Inspections will be determined in the Customer's SLA." Can the State please define the period of inspections required so that they can be accounted for in contractor provided pricing?	Please refer to Attachment C - Scope of Work, subsection 11.1. "The frequency of Inspections will be determined in the Customer's SLA." The Contractor will not exceed the pricing set forth in the Contract but may propose decreases in pricing for Customer specific purchases.
55.	Attachment C, Section 12.3 states that phones and radios required. Most security companies are now providing some type of guard tour system. Would the State consider adding an additional line item for guard tour systems?	All proposed pricing must be listed in Attachment H – Cost Proposal and shall be based on meeting or exceeding the terms and conditions in RFP No. 92121500-19-A. The Department will not consider any additional pricing information other than the pricing provided in the yellow highlighted cells on the Cost Proposal.
56.	Attachment C, 12.1 Security Guards providing services under this Contract shall report to work in uniforms provided by, and paid for by, the Contractor, unless otherwise specified by the Customer in the SLA. Some security guard companies pay for these uniforms but then deduct these costs from the security officer payroll. Is this acceptable? If not acceptable, how will this be audited?	The provision of uniforms will be addressed between the Contractor and their employee.

57.	Attachment C, 12.3 Security Guards shall be equipped with redundant communication equipment, furnished by the Contractor, to be able to communicate with their supervisor, their home office, 911, the local police, and the Customer's Contract Manager. This redundant communication equipment may include, but is not limited to: Stationary Telephone Cellular telephone with long distance calling capabilities Two-Way Radio Fax Machine a. Please specify which redundant communication will need to be priced into the contractor's bill rates? This will be a significant cost item and expensive to the agencies. In addition, contractors may not have the ability to install Stationary Telephones on client property.	See Addendum No. 4, 2.j., revised Attachment C – Scope of Work subsection 12.3 listed above.
	b. Please define if it's possible that the contractor will need to provide all of these redundant communication methods?	Please refer to the answer for question 57.a.
	c. Please define any other communication equipment that may be required beyond this list?	Please refer to the answer for question 57.a.
58.	Attachment C, 16.5 states "The Contractor shall provide coverage of additional shifts or special requests as approved by the Customer pursuant to this Section 5 at standard hourly billing rates."	See Addendum No. 4, 2.l., revised Attachment C – Scope of Work subsection 16.5 listed above.

	Are these additional shifts and special requests billable at the Occasional rates or are contractors required to price in this overtime within the standard bill rates?	
59.	Attachment C, 17.3 17.4 states “The Contractor may be authorized or required to furnish unscheduled uniformed Security Guards for the premises or other location(s) designated by the Customer according to the rates established in the pricing schedules and pursuant to all other provisions of this Contract.” Since this contract requires contractors to furnish unscheduled security guards according to the standard pricing schedules while state law requires contractors to pay overtime all vendors will need to account for overtime in the standard bill rates. Would the State consider adding an overtime bill rate so that all agencies don’t bear the additional costs of overtime costs included within the standard rates when they may not be applicable to them?	An additional billing rate for overtime is not necessary. See Attachment C – Scope of Work subsection 17.2. The Department will not consider any additional pricing information other than the pricing provided in the yellow highlighted cells on the Cost Proposal.
60.	Attachment C, 18. Coverage states “Contractor is responsible for maintaining sufficient staffing to ensure Security Guards are available to work at the Customer’s facility list as incorporated through the SLA. Customer’s facility(ies) shall be staffed in accordance with the Customer’s SLA. In the event there is no Security Guard available for any duty shift, the Contractor shall hire and pay a duly qualified off-duty Florida law	See Addendum No. 4, 2.m., revised Attachment C – Scope of Work Section 18, Coverage, listed above.

	enforcement officer to cover the shift at no additional cost to the Customer." Can the State please define a "duly qualified off-duty Florida law enforcement officer"?	
61.	Attachment C, Section 21.10 Financial Consequences states "Financial consequences may be assessed on a daily basis for each individual failure of the listed performance metric(s) until the performance or submittal is accomplished to the Department's and/or Customer's satisfaction and will apply to each covered period beginning with the first full month or quarter of the Contract's performance and each and every month and quarter thereafter." Can the State please clarify how these financial consequences will accrue on a daily basis and is there any maximum financial consequences?	Financial consequences may be assessed on a daily basis for each individual failure of the listed performance metric(s) until the performance or submittal is accomplished to the Department's and/or Customer's satisfaction. There is no cap for the assessment of the financial consequences listed in Attachment C – Scope of Work subsection 21.10, Financial Consequences. Customers may impose additional specific financial consequences in the Service Level Agreement between the Customer and the Contractor.
62.	Attachment C, Section 21.11 Price Adjustments a. Would the State consider including annual pricing for Year 1 through Year 5 in lieu of the request for increases by 12 month periods?	The Department will not make the requested modifications to Attachment C – Scope of Work.
	This would be beneficial to the Agencies and Users since contractors could bid more aggressively rather than trying to predict 5-year wage rates which has become increasingly more difficult to predict. b. Can the State please clarify if the PPI annual adjustment will be applicable to both the Initial Term Pricing and the Renewal Term Pricing?	Yes. Initial and renewal term price adjustments are applicable pursuant to Section 21.11 of Attachment C, Scope of Work.

	c. For example, can the contractor request an increase in the Year 2 pricing with the bid submission?	The Respondent cannot request adjustments as part of the response to this solicitation. Initial Term Pricing provided on Attachment H - Cost Proposal is the Respondent's proposed price for the entirety of the five-year initial term, unless modified in accordance with Attachment C – Scope of Work subsection 21.11, Price Adjustments. If awarded, the Contractor may request the first price adjustment no earlier than twelve (12) months after the start date of the initial term.
63.	Attachment C, Section 21.13 states that purchasing card program using the Visa platform has been implemented. Contractors will incur additional fees for using this Visa platform. a. Should contractor pricing be inclusive of this fee or can this be billed separately?	The Department will not consider any additional pricing information other than the pricing provided in the yellow highlighted cells on the Cost Proposal. All proposed pricing much be listed in Attachment H – Cost Proposal and shall be based on meeting or exceeding the terms and conditions in RFP No. 92121500-19-A.
	b. Since this could be a significant cost item to agencies that are not using this Visa platform would the State consider making this billable only to those agencies using this service?	See answer to Question 63.a.
64.	Our company stands behind our security services and regularly accepts the obligation to indemnify and defend clients for the comparative portion of any losses, costs or damages that are caused by the negligent acts or omissions of our personnel in the performance of security services under client agreements. Our standard risk parameters also include a disclaimer of consequential damages. Will the State revise the indemnification provision in Attachment B Section 7.5 on page 10 as follows to reflect that standard?	No. Please reference Attachment E – Responsive Requirements. The Respondent certifies it accepts and will comply with all terms and conditions listed in the Draft Contract and the Special Contract Conditions.

	a. On lines 3-4, delete the phrase “including consequential, special, indirect and punitive damages.”	
	b. On line 6, replace the phrase “or out of any acts, actions” with the phrase “to the extent caused by”.	See answer to Question 64.a.
	c. Insert the following as the last sentence: o “Anything to the contrary notwithstanding, under no circumstances will Contractor be liable to any indemnified party for consequential, incidental, indirect or punitive damages, or for lost profits.”	See answer to Question 64.a.
65.	Our company routinely adds clients as additional insureds on our insurance policies, so long as our obligations are aligned with our indemnification obligations. Will the State revise Attachment B Section 7.2 on page 9 as follows to reflect that standard? On line 6, insert the phrase “to the extent of the Contractor’s indemnification obligations” after the reference to “additional insured”.	See answer to Question 64.a.
66.	We assume the criminal background adjudication standards are intended to comply with Title VII of the Federal Civil Rights Act of 1964 which prohibits employment discrimination. In interpreting Title VII, EEOC Enforcement Guidance 915.002 (4/25/12) prohibits blanket exclusions based on a class of crime. The	No. Please reference Attachment E – Responsive Requirements. The Respondent certifies it accepts and will comply with all terms and conditions listed in the Draft Contract and the Special Contract Conditions. Contractor is responsible for compliance with all applicable laws, rules, codes, and ordinances.

	Guidance requires assessment of the facts and circumstances of a conviction to determine whether it truly renders a person unsuitable for the position for which he or she is intended. Will the State revise the sections cited below as follows to achieve compliance with applicable law? a. Attachment B Section 13.1 on page 16: o On line 8, insert the word “potentially” before the word “disqualifying”.	
	b. Attachment B Section 13.3 on pages 16-17: o On line 5, replace the word “is” with the phrase “may be”.	See answer to Question 66.a.
	c. o On line 7, insert the word “potentially” before the word “disqualifying”.	See answer to Question 66.a.
	d. o Insert the following at the end of the section: § “Contractor’s determination regarding the suitability of any person described above for assignment at State locations shall be based on guidance provided by the U.S. Equal Employment Opportunity Commission regarding the use of criminal conviction history in employment decisions which requires a weighing of (i) the nature and gravity of the offense; (ii) the time that has passed	See answer to Question 66.a.

	since the offense, or the employee's completion of any sentence given as a result of the offense; and (iii) the nature of the job held or sought."	
	e. Attachment C Section 15.1 on page 14: o On line 3, insert the word "potentially" before the word "disqualifying".	See answer to Question 66.a.
67.	We assume that the Contractor's compliance with the fitness standards in Attachment C Section 8.1.10 on page 7 is intended to be in accordance with applicable law, including the Americans with Disabilities Act ("ADA"). Will the State replace that section with the following to achieve alignment with the parameters of the ADA? "Physically able to perform all essential job duties, with or without reasonable accommodation, including, but not limited to, quickly ascending and descending multiple flights of stairs and lifting weight of at least 40 pounds, to the extent the foregoing are job related and consistent with business necessity."	The Department will not make the requested modification to the Special Contract Conditions.
68.	What are the State's standard payment terms?	This question is unclear. There are numerous references to payment in RFP No. 92121500-19-A including, but not limited to, PUR 1000 section 15, Invoicing and Payment, incorporated by reference into the RFP subsection 4.1, General Instructions. See also Attachment B – Special Contract Conditions subsection 3.3, Payment Invoicing, and Attachment C – Scope of Work subsection 21.13, Purchasing Card.
69.	Is the State exempt from State and local sales and use taxes?	See Attachment B – Special Contract Conditions subsection 3.8, Taxes.

70.	We note the parameters on price adjustments as set forth in Attachment C Section 21.11 on pages 23-24. Will the State also permit the Contractor to increase rates with automatic effect from time to time in order to recoup increases in the following costs that are outside the Contractor's control: Federal, state or local taxes, levies, or required withholdings; costs under collective bargaining agreements; minimum wage rates and other statutory requirements, such as legally mandated sick leave costs; and medical and other benefit costs?	No, See Attachment C – Scope of Work sub-section 21.11, Price Adjustments. The Contractor must comply with all relevant federal and state laws including, but not limited to, compliance with the Fair Labor Standards Act as set forth in 29 U.S.C. Chapter 8.
71.	Will the State consider revising Attachment B Section 2.3.2 on page 2 to permit the Contractor to terminate the contract for convenience on 120 days' prior written notice?	The Department will not make the requested modification. See also Attachment E – Responsive Requirements. The Respondent certifies it accepts and will comply with all terms and conditions listed in the Draft Contract and the Special Contract Conditions.
72.	Will the State allow the Contractor to terminate a Service Level Agreement for convenience on 30 days' prior written notice?	Service Level Agreements will be determined by the Contractor and Customer.
73.	Will the State allow the Contractor to terminate a Cooperative Purchasing Agreement for convenience on 30 days' prior written notice?	The term cooperative purchasing agreement is unclear.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest must be timely filed with the Department of Management Services' Agency Clerk. Protests may be filed by courier, hand delivery, or U.S. mail at Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, FL 32399-0950. Protests may also be filed by fax at 850-922-6312 or by email at agencyclerk@dms.myflorida.com. It is the filing party's responsibility to meet all filing deadlines

EXHIBIT 1

Quarterly Sales Report

6/20/2018

Form	Sales Report	Version	2019:001
1) Contract Number:	92121500-14-01		
2) Contract Name:	Security Officer Services, Armed and Unarmed		
3) Contracted Vendor:	Dynamic Security, Inc.		

state fiscal year:	Q4 (Apr-Jun)
5) Person Completing Report:	Gail Arrington
6) Telephone Number:	256-383-5798 x220
7) Date Report is Due Per Contract :	7/31/2019

Order Date	Purchase Order Number/ Pcard Transaction Number	Customer (Ordering Entity)	Customer Type	United Nations United Nations Standard Products and Services Code (UNSPSC)	Standard Product Code (UPC or GTIN)	Description	Manufacturer	Manufacturer ID	Quantity	Unit of Measure	Unit Price	Total Price	Reference Price (MSRP) [per Unit]	Actual Savings Price
4/5/2019	B135DC	Agency for Healthcare Administration	State Agency	92121504		Level III Security Officer			464.00	Hour	$ 14.75	$ 6,844.00	$ 15.74	$ 459.36
5/3/2019	B135DC	Agency for Healthcare Administration	State Agency	92121504		Level III Security Officer			506.00	Hour	$ 14.75	$ 7,463.50	$ 15.74	$ 500.94
5/31/2019	B135DC	Agency for Healthcare Administration	State Agency	92121504		Level III Security Officer			506.00	Hour	$ 14.75	$ 7,463.50	$ 15.74	$ 500.94
3/1/2019	B15E5A	Dept of Economic Opportunity	State Agency	92121504		Level II Security Officer			684.00	Hour	$ 11.81	$ 8,078.04	$ 12.61	$ 547.20
2/1/2019	S-4200-G0926	Dept of Agriculture & Consumer Services	State Agency	92121504		Level II Security Officer			440.00	Hour	$ 11.81	$ 5,196.40	$ 12.61	$ 352.00
3/1/2019	S-4200-G0926	Dept of Agriculture & Consumer Services	State Agency	92121504		Level II Security Officer			400.00	Hour	$ 11.81	$ 4,724.00	$ 12.61	$ 320.00
4/5/2019	S-4200-G0926	Dept of Agriculture & Consumer Services	State Agency	92121504		Level II Security Officer			418.50	Hour	$ 11.81	$ 4,942.49	$ 12.61	$ 334.80
5/31/2019	S-4200-G0926	Dept of Agriculture & Consumer Services	State Agency	92121504		Level II Security Officer			440.00	Hour	$ 11.81	$ 5,196.40	$ 12.61	$ 352.00
4/5/2019	B16F79	Dept of Elder Affairs	State Agency	92121504		Level IV Security Officer			210.00	Hour	$ 15.11	$ 3,173.10	$ 16.13	$ 214.20
5/3/2019	B16F79	Dept of Elder Affairs	State Agency	92121504		Level IV Security Officer			220.00	Hour	$ 15.11	$ 3,324.20	$ 16.13	$ 224.40
5/31/2019	B16F79	Dept of Elder Affairs	State Agency	92121504		Level IV Security Officer			220.00	Hour	$ 15.11	$ 3,324.20	$ 16.13	$ 224.40
4/1/2019	1900639733	Emerging Pathogents Institute	OEU Colleges & Universities	92121504		Level II Security Officer			313.00	Hour	$ 12.81	$ 4,009.53	$ 13.67	$ 269.18
5/3/2019	1900639733	Emerging Pathogents Institute	OEU Colleges & Universities	92121504		Level II Security Officer			196.00	Hour	$ 12.81	$ 2,510.76	$ 13.67	$ 168.56
4/1/2019	S-4200-G0606	Dept of Agriculture/Licensing	State Agency	92121504		Level IV Security Officer			210.00	Hour	$ 16.08	$ 3,376.80	$ 17.16	$ 226.80
5/3/2019	S-4200-G0606	Dept of Agriculture/Licensing	State Agency	92121504		Level IV Security Officer			220.00	Hour	$ 16.08	$ 3,537.60	$ 17.16	$ 237.60
5/31/2019	S-4200-G0606	Dept of Agriculture/Licensing	State Agency	92121504		Level IV Security Officer			220.00	Hour	$ 16.08	$ 3,537.60	$ 17.16	$ 237.60
4/1/2019	S-4200-G0607	Dept of Agriculture/Licensing	State Agency	92121504		Level IV Security Officer			210.00	Hour	$ 15.47	$ 3,248.70	$ 16.51	$ 218.40
5/3/2019	S-4200-G0607	Dept of Agriculture/Licensing	State Agency	92121504		Level IV Security Officer			217.00	Hour	$ 15.47	$ 3,356.99	$ 16.51	$ 225.68
5/31/2019	S-4200-G0607	Dept of Agriculture/Licensing	State Agency	92121504		Level II Security Officer			220.00	Hour	$ 15.47	$ 3,403.40	$ 13.26	$ (486.20)
3/1/2019	B34CA5	Dept of Economic Opportunity	State Agency	92121504		Level II Security Officer			505.00	Hour	$ 12.42	$ 6,272.10	$ 13.26	$ 424.20
4/1/2019	B34CA5	Dept of Economic Opportunity	State Agency	92121504		Level II Security Officer			545.00	Hour	$ 12.42	$ 6,768.90	$ 13.26	$ 457.80
5/3/2019	B34CA5	Dept of Economic Opportunity	State Agency	92121504		Level II Security Officer			522.00	Hour	$ 12.42	$ 6,483.24	$ 13.26	$ 438.48
5/31/2019	B34CA5	Dept of Economic Opportunity	State Agency	92121504		Level II Security Officer			546.00	Hour	$ 12.42	$ 6,781.32	$ 13.26	$ 458.64
4/1/2019	B33CC7	Bureau of Public Health	State Agency	92121504		Level II Security Officer			496.00	Hour	$ 12.42	$ 6,160.32	$ 13.26	$ 416.64
5/3/2019	B33CC7	Bureau of Public Health	State Agency	92121504		Level II Security Officer			480.00	Hour	$ 12.42	$ 5,961.60	$ 13.26	$ 403.20
5/31/2019	B33CC7	Bureau of Public Health	State Agency	92121504		Level II Security Officer			489.08	Hour	$ 12.42	$ 6,074.37	$ 13.26	$ 410.83
3/1/2019	31777	St. John River Water Management	State Agency	92121504		Level III Security Officer			512.00	Hour	$ 14.75	$ 7,552.00	$ 15.74	$ 506.88
4/1/2019	31777	St. John River Water Management	State Agency	92121504		Level III Security Officer			575.00	Hour	$ 14.75	$ 8,481.25	$ 15.74	$ 569.25
5/3/2019	31777	St. John River Water Management	State Agency	92121504		Level III Security Officer			544.00	Hour	$ 14.75	$ 8,024.00	$ 15.74	$ 538.56
5/31/2019	31777	St. John River Water Management	State Agency	92121504		Level III Security Officer			568.00	Hour	$ 14.75	$ 8,378.00	$ 15.74	$ 562.32
3/1/2019	1900643310	University of Florida Library System	OEU Colleges & Universities	92121504		Level II Security Officer			501.00	Hour	$ 12.81	$ 6,417.81	$ 13.67	$ 430.86
3/1/2019	1900662277	University of Florida Library System	OEU Colleges & Universities	92121504		Level II Security Officer			172.00	Hour	$ 12.81	$ 2,203.32	$ 13.67	$ 147.92
4/1/2019	1900643310	University of Florida Library System	OEU Colleges & Universities	92121504		Level II Security Officer			531.00	Hour	$ 12.81	$ 6,802.11	$ 13.67	$ 456.66
4/1/2019	1900662277	University of Florida Library System	OEU Colleges & Universities	92121504		Level II Security Officer			160.00	Hour	$ 12.81	$ 2,049.60	$ 13.67	$ 137.60
5/3/2019	1900702229	University of Florida Library System	OEU Colleges & Universities	92121504		Level II Security Officer			845.00	Hour	$ 12.81	$ 10,824.45	$ 13.67	$ 726.70
5/31/2019	1900643310	University of Florida Library System	OEU Colleges & Universities	92121504		Level II Security Officer			314.00	Hour	$ 12.81	$ 4,022.34	$ 13.67	$ 270.04
5/31/2019	B337EF	Dept of Health/Public Health Labs	State Agency	92121504		Level I Security Officer			528.00	Hour	$ 11.45	$ 6,045.60	$ 12.22	$ 406.56
5/31/2019	B337EF	Dept of Health/Public Health Labs	State Agency	92121504		Level II Security Officer			412.00	Hour	$ 11.81	$ 4,865.72	$ 12.61	$ 329.60
5/31/2019	B337EF	Dept of Health/Public Health Labs	State Agency	92121504		Level V Security Officer			92.00	Hour	$ 15.47	$ 1,423.24	$ 16.51	$ 95.68
5/31/2019	B337EF	Dept of Health/Public Health Labs	State Agency	92121504		DORS/Software Reporting			1.00	Each	$ 658.40	$ 658.40	$ 703.00	$ 44.60
5/3/2019	B337EF	Dept of Health/Public Health Labs	State Agency	92121504		Level I Security Officer			508	Hour	$ 11.45	$ 5,816.60	$ 12.22	$ 391.16
5/3/2019	B337EF	Dept of Health/Public Health Labs	State Agency	92121504		Level II Security Officer			408	Hour	$ 11.81	$ 4,818.48	$ 12.61	$ 326.40
5/3/2019	B337EF	Dept of Health/Public Health Labs	State Agency	92121504		Level V Security Officer			88	Hour	$ 15.47	$ 1,361.36	$ 16.51	$ 91.52
5/3/2019	B337EF	Dept of Health/Public Health Labs	State Agency	92121504		DORS/Software Reporting			1	Each	$ 658.40	$ 658.40	$ 703.00	$ 44.60
4/1/2019	B337EF	Dept of Health/Public Health Labs	State Agency	92121504		Level I Security Officer			538.00	Hour	$ 11.45	$ 6,160.10	$ 12.22	$ 414.26
4/1/2019	B337EF	Dept of Health/Public Health Labs	State Agency	92121504		Level II Security Officer			406.00	Hour	$ 11.81	$ 4,794.86	$ 12.61	$ 324.80
4/1/2019	B337EF	Dept of Health/Public Health Labs	State Agency	92121504		Level V Security Officer			84.00	Hour	$ 15.47	$ 1,299.48	$ 16.51	$ 87.36
4/1/2019	B337EF	Dept of Health/Public Health Labs	State Agency	92121504		DORS/Software Reporting			1.00	Each	$ 658.40	$ 658.40	$ 703.00	$ 44.60
5/3/2019	B2FCBA	Dept of Health/Vital Statistics	State Agency	92121504		Level I Security Officer			508	Hour	$ 11.45	$ 5,816.60	$ 12.22	$ 391.16
5/3/2019	B2FCBA	Dept of Health/Vital Statistics	State Agency	92121504		Level II Security Officer			408	Hour	$ 11.81	$ 4,818.48	$ 12.61	$ 326.40
5/3/2019	B2FCBA	Dept of Health/Vital Statistics	State Agency	92121504		Level V Security Officer			88	Hour	$ 15.47	$ 1,361.36	$ 16.51	$ 91.52
5/3/2019	B2FCBA	Dept of Health/Vital Statistics	State Agency	92121504		DORS/Software Reporting			1	Each	$ 658.40	$ 658.40	$ 703.00	$ 44.60
4/1/2019	B2FCBA	Dept of Health/Vital Statistics	State Agency	92121504		Level I Security Officer			536.00	Hour	$ 11.45	$ 6,137.20	$ 12.22	$ 412.72
4/1/2019	B2FCBA	Dept of Health/Vital Statistics	State Agency	92121504		Level II Security Officer			406.00	Hour	$ 11.81	$ 4,794.86	$ 12.61	$ 324.80
4/1/2019	B2FCBA	Dept of Health/Vital Statistics	State Agency	92121504		Level V Security Officer			84.00	Hour	$ 15.47	$ 1,299.48	$ 16.51	$ 87.36
4/1/2019	B2FCBA	Dept of Health/Vital Statistics	State Agency	92121504		DORS/Software Reporting			1.00	Each	$ 658.40	$ 658.40	$ 703.00	$ 44.60
5/31/2019	B2FCBA	Dept of Health/Vital Statistics	State Agency	92121504		Level I Security Officer			528.00	Hour	$ 11.45	$ 6,045.60	$ 12.22	$ 406.56
5/31/2019	B2FCBA	Dept of Health/Vital Statistics	State Agency	92121504		Level II Security Officer			412.00	Hour	$ 11.81	$ 4,865.72	$ 12.61	$ 329.60
5/31/2019	B2FCBA	Dept of Health/Vital Statistics	State Agency	92121504		Level V Security Officer			92.00	Hour	$ 15.47	$ 1,423.24	$ 16.51	$ 95.68
5/31/2019	B2FCBA	Dept of Health/Vital Statistics	State Agency	92121504		DORS/Software Reporting			1.00	Each	$ 658.40	$ 658.40	$ 703.00	$ 44.60

Quarterly Sales Report

4/1/2019	B4993C	Dept of Revenue	State Agency	92121504	Level II Security Officer	84.00	Hour	$	11.81	$	992.04	$	12.61	$	67.20
5/3/2019	B4993C	Dept of Revenue	State Agency	92121504	Level II Security Officer	129.75	Hour	$	11.81	$	1,532.35	$	12.61	$	103.80
5/31/2019	B4993C	Dept of Revenue	State Agency	92121504	Level II Security Officer	132.00	Hour	$	11.81	$	1,558.92	$	12.61	$	105.60
5/3/2019	B49941	Dept of Revenue	State Agency	92121504	Level II Security Officer	135.00	Hour	$	13.63	$	1,840.05	$	14.54	$	122.85
5/31/2019	B49941	Dept of Revenue	State Agency	92121504	Level II Security Officer	173.50	Hour	$	13.63	$	2,364.81	$	14.54	$	157.89
4/1/2019	B49943	Dept of Revenue	State Agency	92121504	Level II Security Officer	158.00	Hour	$	13.63	$	2,153.54	$	14.54	$	143.78
5/3/2019	B4993C	Dept of Revenue	State Agency	92121504	Level II Security Officer	174.00	Hour	$	13.63	$	2,371.62	$	14.54	$	158.34
5/31/2019	B4993C	Dept of Revenue	State Agency	92121504	Level II Security Officer	176.00	Hour	$	13.63	$	2,398.88	$	14.54	$	160.16
5/31/2019	19-1774	Hillsborough Transit Authority	OEU Cities & Counties	92121504	Level V Security Officer - short term	332.00	Hour	$	16.47	$	5,468.04	$	17.57	$	365.20
5/31/2019	19-1774	Hillsborough Transit Authority	OEU Cities & Counties	92121504	Vehicle - short term	2.00	Each	$	1,076.00	$	2,152.00	$	1,200.00	$	248.00



Security Guard Services

Request for Proposals, No. 92121500-19-A

Addendum No. 3 – RFP Timeline Revision

Contained herein are revisions to the RFP Timeline. The Department hereby amends RFP No. 92121500-19-A as noted within this Addendum. All revisions are underlined or in strikethrough and are highlighted. The information included in this addendum is now made part of this RFP No. 92121500-19-A solicitation. Please Note: This Addendum No. 3 does not need to be returned with a vendor's proposal.

1. RFP NO. 92121500-19-A is hereby amended as follows:

Timeline of Events
The table below contains the Timeline of Events for this solicitation. It is the responsibility of the Respondent to check for any changes. The dates and times within the Timeline of Events may be subject to change. All changes to the Timeline of Events will occur through an addendum to the solicitation and noticed on the Vendor Bid System (VBS).

Respondents shall not rely on the MyFloridaMarketPlace (MFMP) sourcing time clock. It is not the official submission date and time deadline. The official solicitation closing time and deadlines are reflected in the Timeline of Events listed below.

Timeline of Events		
Events	**Event Time**	**Event Date**
Solicitation posted on the VBS and in MFMP Sourcing		September 30, 2019
Deadline to submit questions in MFMP Sourcing	2:00 P.M.	October 8, 2019
Department's anticipated posting of answers		~~October 22, 2019~~ ~~October 29, 2019~~ ~~November 12, 2019~~ **November 19, 2019**
Deadline to submit Proposal and all required documents in MFMP Sourcing	2:00 P.M.	~~October 29, 2019~~ ~~November 5, 2019~~ ~~November 19, 2019~~ **December 3, 2019**
Public Opening 4050 Esplanade, Suite 380K Tallahassee, FL 32399-0950	2:01 P.M.	~~October 29, 2019~~ ~~November 5, 2019~~ ~~November 19, 2019~~ **December 3, 2019**
Anticipated period of formal evaluations conducted		~~November 11, 2019 – December 2, 2019~~ ~~November 18, 2019 – December 9, 2019~~ ~~December 2, 2019 – December 23, 2019~~ **December 16, 2019 – January 13, 2020**

Timeline of Events		
Events	**Event Time**	**Event Date**
Anticipated date to post Notice of Intent to Award		~~December 17, 2019~~ ~~January 14, 2020~~ **January 28, 2020**
Anticipated Contract start date		~~January 28, 2020~~ ~~February 25, 2020~~ **March 3, 2020**

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest must be timely filed with the Department of Management Services' Agency Clerk.



Security Guard Services

Request for Proposals, No. 92121500-19-A

Addendum No. 2 – RFP Timeline Revision

Contained herein are revisions to the RFP Timeline. The Department hereby amends RFP No. 92121500-19-A as noted within this Addendum. All revisions are underlined or in strikethrough and are highlighted. The information included in this addendum is now made part of this RFP No. 92121500-19-A solicitation. Please Note: This Addendum No. 2 does not need to be returned with a vendor's proposal.

1. RFP NO. 92121500-19-A is hereby amended as follows:

Timeline of Events
The table below contains the Timeline of Events for this solicitation. It is the responsibility of the Respondent to check for any changes. The dates and times within the Timeline of Events may be subject to change. All changes to the Timeline of Events will occur through an addendum to the solicitation and noticed on the Vendor Bid System (VBS).

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Public Opening 4050 Esplanade, Suite 380K Tallahassee, FL 32399-0950	2:01 P.M.	~~October 29, 2019~~ ~~November 5, 2019~~ November 19, 2019
Anticipated period of formal evaluations conducted		~~November 11, 2019 – December 2, 2019~~ ~~November 18, 2019 – December 9, 2019~~ December 2, 2019 – December 23, 2019
Anticipated date to post Notice of Intent to Award		~~December 17, 2019~~ January 14, 2020
Anticipated Contract start date		~~January 28, 2020~~ February 25, 2020

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest must be timely filed with the Department of Management Services' Agency Clerk.



Security Guard Services

Request for Proposals, No. 92121500-19-A

Addendum No. 1 – RFP Timeline Revision

Contained herein are revisions to the RFP Timeline. The Department hereby amends RFP No. 92121500-19-A as noted within this Addendum. All revisions are underlined or in strikethrough and are highlighted. The information included in this addendum is now made part of this RFP No. 92121500-19-A solicitation. Please Note: This Addendum No. 1 does not need to be returned with a vendor's proposal.

1. RFP NO. 92121500-19-A is hereby amended as follows:

Timeline of Events
The table below contains the Timeline of Events for this solicitation. It is the responsibility of the Respondent to check for any changes. The dates and times within the Timeline of Events may be subject to change. All changes to the Timeline of Events will occur through an addendum to the solicitation and noticed on the Vendor Bid System (VBS).

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Public Opening 4050 Esplanade, Suite 380K Tallahassee, FL 32399-0950	2:01 P.M.	~~October 29, 2019~~ November 5, 2019
Anticipated period of formal evaluations conducted		~~November 11, 2019 – December 2, 2019~~ November 18, 2019 – December 9, 2019
Anticipated date to post Notice of Intent to Award		December 17, 2019
Anticipated Contract start date		January 28, 2020

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest must be timely filed with the Department of Management Services' Agency Clerk.

The State of Florida

Department of Management Services

Request for Proposals (RFP) No:

92121500-19-A

Security Guard Services

Nicole Walker, Procurement Officer
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399
850-487-4196
Nicole. Walker@dms.myflorida.com

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes. Any protest concerning this agency decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or U.S. mail at Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, FL 32399-0950. Protests may also be filed by fax at 850-922-6312 or by email at agencyclerk@dms.myflorida.com. It is the filing party's responsibility to meet all filing deadlines.

The Procurement Officer should be copied on such filings.

NOTICE PURSUANT TO SECTION 287.057(23), FLORIDA STATUTES
Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

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Timeline of Events
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Respondents shall not rely on the MyFloridaMarketPlace (MFMP) sourcing time clock. It is not the official submission date and time deadline. The official solicitation closing time and deadlines are reflected in the Timeline of Events listed below.

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Anticipated period of formal evaluations conducted		November 11, 2019 – December 2, 2019
Anticipated date to post Notice of Intent to Award		December 17, 2019
Anticipated Contract start date		January 28, 2020

1 INTRODUCTION

1.1 Objective

The State of Florida Department of Management Services', Division of State Purchasing (Department) is issuing this Request for Proposals (RFP) to establish a state term contract for Security Guard Services. Customers for this Contract include state agencies and eligible users. The Department intends to make multiple awards; however, the Department reserves the right to award to one or multiple Respondents, statewide or by region, or to make no award, as determined to be in the best interest of the State.

1.2 Background Information

The solicitation will be administered using the Vendor Bid System and MyFloridaMarketPlace Sourcing. This Security Guard Services Contract has an average annual spend of $13.5 million. The historical spend is for informational purposes only and should not be construed as representing actual, guaranteed, or minimum spend under a new contract.

1.3 Term

The initial term of the contract resulting from this solicitation will be for five (5) years.

1.4 Renewal Term

Upon written agreement, the Contract may be renewed in whole or in part in accordance with 287.057(13), Florida Statutes, for a period that will not exceed the term of the initial Contract at the renewal pricing specified in the initial Contract. Any renewal is subject to the same terms and conditions set forth in the initial Contract and any written amendments signed by the parties. Any renewal is contingent upon the satisfactory performance of the Vendor and subject to the availability of funds.

2 RFP OVERVIEW

2.1 Definitions

Definitions contained in section 287.012, Florida Statutes (F.S.), Rule 60A-1.001, Florida Administrative Code, Attachment B - Special Contract Conditions and the PUR 1001 form are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions. All definitions apply in both their singular and plural sense.

Ancillary Equipment – May be provided to Customers in addition to Security Guards. Ancillary Equipment is considered optional and only the items listed on the Cost Proposal can be purchased.

Business Day – Each day during which the State and/or its agencies are open for business, from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday.

Commodity Code – The State of Florida numeric code for classifying commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

Confidential Information – Any portion of a Contractor's documents, data or records disclosed relating to its response that the Contractor claims is confidential and not subject to

disclosure pursuant to Chapter 119, F.S., the Florida Constitution, or any other authority and is clearly marked "Confidential."

Contract Manager – The representative designated by the Customer who will oversee all aspects of the Customer's Contract, monitor performance expectations, and serve as the primary point of contact for the Contractor.

Customer – An ordering entity including state agencies and eligible users.

Department – The Florida Department of Management Services.

Duty Roster - The assigned Security Guards work schedule/schedules.

End User – The person or entity that uses the commodity or service.

Facilities – Those facilities for which the SLA shall apply as identified in SLA EXHIBIT A – FACILITY LIST.

Facility Manager – The local customer representative designated for each facility who will serve in a contract management capacity as delegated by the Contract Manager.

Fire and Life Safety Program – Instruction on protocol regarding fire and life safety.

Post Orders - Defines the security guard's duties - the what, when, where, and why.

Security Officer – A person licensed to provide services as a Security Guard in accordance with Chapter 493, F.S. For this RFP and any subsequent Contract(s) and SLAs, the term Security Guard, Security Officer and Security Services may be used interchangeably.

Security Guard Services – The enforcement of rules, regulations or procedures adopted to ensure prompt action is taken to prevent or minimize losses, accidents, fires, property damage, safety hazards, or security incidents. Includes provision of Security Guards and/or Ancillary Equipment.

Service Level Agreement (SLA) - A document executed by a Customer and the Contractor which includes but is not limited to: tasks, deliverables, expectations, timelines, and financial consequences for non-performance that a Contractor shall provide to the Customer.

Site-Specific - Specific to that particular location.

State – The State of Florida.

United Nations Standard Products and Services Code (UNSPSC) – A commodity code list used by the State.

Vendor Bid System (VBS) – The State of Florida bidding system. (Subparagraph 287.042(3)(b)2. F.S.)

2.2 Procurement Officer

The Procurement Officer is the sole point of contact from the date of release of this RFP until 72 hours after the intent to award is posted, pending no protests are received by the Department.

The Procurement Officer for this RFP is:
Nicole Walker
Associate Category Manager, Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950
Phone: (850) 487-4196
Email: Nicole.Walker@dms.myflorida.com

****ALL EMAILS TO THE PROCUREMENT OFFICER SHOULD CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL****

2.3 Limitation on Contact with Government Personnel (section 287.057(23), F.S.)

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the 72-hour period following the Department posting the Notice of Intended Award, excluding Saturdays, Sundays, and state holidays any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

2.4 Minor Irregularities

Although the Department define certain items as requirements for responding to this RFP, the Department reserves the right to waive any minor irregularity, technicality, or omission if the Department determines, in its sole discretion, that it is in the best interest of the State to do so. There is no guarantee that the Department will waive a minor irregularity, omission, or technicality, or that any Vendor with a proposal containing a minor irregularity, omission, or technicality will be considered for award of this procurement. The Department may reject any proposal not submitted in the manner specified by this solicitation.

2.5 Mandatory Requirements

The State has established certain requirements with respect to proposals submitted to competitive solicitations. The use of terms like “shall”, “must”, or “will” in this solicitation indicates a mandatory requirement or condition. A deviation from a mandatory requirement or condition is material if, in the State’s sole discretion, the deficient response is not in substantial accord with the solicitation requirements, provides an advantage to one Respondent over another, or has a potentially significant effect on the quality of the response or on the cost to the State. The words “should” or “may” in this solicitation indicate desirable attributes or conditions, but are permissive in nature.

2.6 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department’s Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535 at least five (5) business days prior to the scheduled event. If you are hearing or speech impaired, please contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD). The telephone numbers are supplied for notice purposes only.

2.7 Lobbying Disclosure

The successful Respondent shall comply with applicable federal requirements for the disclosure of information regarding lobbying activities of the successful Respondent, subcontractors or any authorized agent.

2.8 Order of Precedence for Solicitation

In the event of a conflict, the conflict will be resolved in the following order of priority (highest to lowest):

a) Addenda to Solicitation, if issued (in reverse order of issuance)
b) Scope of Work, Attachment C
c) Cost Proposal, Attachment H
d) Technical Proposal and Technical Proposal Evaluation Criteria, Attachment I
e) Special Contract Conditions, Attachment B
f) Draft Contract, Attachment A
g) RFP and all other RFP attachments

3 RFP PROCESS

The RFP is a method of competitively soliciting a commodity or contractual service pursuant to paragraph 287.057(1)(b), F.S. The Department posts an RFP on the VBS to initiate the process and posts the RFP in MFMP Sourcing.

Respondents must submit questions in writing to the Procurement Officer via the Messages tab in MFMP Sourcing by the date listed in the Timeline of Events. Proposals must be submitted in MFMP Sourcing by the deadline listed in the Timeline of Events. The Department will open the proposals in a public meeting. The Evaluators will score the technical response(s) and the Department Procurement Officer will calculate the average of the evaluator technical scores and will verify and assign the pricing score. The Department will hold a public meeting for the evaluators to confirm their technical scores. The Department will post an agency decision in accordance with the Basis of Award section on the VBS.

3.1 Who May Respond

Vendors in good standing with the State of Florida that possess the resources required to provide commodities and services described in this RFP may respond to this solicitation.

3.2 Commitment to Diversity in Government Contracting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by woman-, veteran-, and minority-owned business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects certified business enterprises with private corporations for business development mentoring. The Department strongly encourages firms doing business with the State of Florida to consider participating in this program. More information

The Department supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by this solicitation enthusiastically embrace diversity. The award of subcontracts should reflect the vast array of citizens in the State of Florida. The Respondent can contact the Office of Supplier Diversity at (850) 487-0915 or osdinfo@dms.myflorida.com for more information on certified business enterprises that

may be considered for subcontracting opportunities and for more information on the Mentor Protégé Program.

3.3 Question Submission

The Department invites interested and registered Vendors to submit written questions regarding the solicitation through MFMP Sourcing. Vendors who 'Join' the MFMP Sourcing event are able to submit questions using the MFMP Sourcing 'Messages' tab (referred to as the "Q&A Board" in PUR 1001). Questions can be submitted in MFMP Sourcing during the Preview Status until the Question Submission Deadline listed in the Timeline of Events.

The following quoted text replaces Section 5 of PUR 1001, which is incorporated by reference in section 4.1, General Instructions:

"Questions must be submitted via the Q&A Board within MFMP Sourcing and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline of Events. Questions shall be answered in accordance with the Timeline of Events. All questions submitted shall be published and answered in a manner that all proposers will be able to view. Proposers shall not contact any other employee of the Department or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the Vendor Bid System for new or changing information. The Department shall not be bound by any verbal information or by any written information that is not contained in the solicitation documents or formally noticed and issued by the Departmental personnel. Questions to the Procurement Officer or to any Department personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 20 of the PUR 1001."

Respondents are strongly encouraged to raise any questions or concerns regarding this RFP, including the proposed Contract terms and conditions, during the open question period.

The Department will answer all submitted questions in a Question and Answer Addendum.

3.4 Question and Answer Addendum

The Department will issue an addendum containing the questions submitted by Vendors and the written answers of the Department. This addendum will be issued according to the Timeline of Events.

3.5 Addenda to the RFP

The Department reserves the right to modify this solicitation by addenda. Addenda may modify any aspect of this solicitation. Any addenda issued will be posted on the VBS. It is the Respondent's responsibility to check for any changes to a solicitation prior to submitting a proposal.

3.6 Public Opening

Proposals will be opened on the date and at the location indicated in the Timeline of Events. Respondents are not required to attend. The Department generally does not announce prices or release other materials at this public meeting, pursuant to paragraph 119.071(1)(b), F.S.

3.7 Technical Evaluation

The Evaluators will independently review and score the responsive technical responses using the evaluation criteria described in Attachment I – Technical Proposal and Technical Proposal Evaluation Criteria.

3.8 Electronic Posting of Notice of Intended Award

The Department will electronically post a Notice of Intended Award on the VBS for review by interested parties at the time and location specified in the Timeline of Events. The Notice of Intended Award will remain posted for a period of 72 hours, not including weekends or State observed holidays. If the Notice of Intended Award is delayed, in lieu of posting the Notice of Intended Award, the Department may post a notice of delay and a revised date for posting the Notice of Intended Award.

3.9 Firm Response

The Department intends to award a Contract within sixty days after the date of the proposal opening, during which period proposals shall remain firm and shall not be withdrawn. If an award is not made within sixty days, all proposals shall remain firm until either the Department awards the Contract, or the Department receives from the Respondent written notice that the response is withdrawn. Proposals that express a shorter duration may, in the Department's sole discretion, be accepted or rejected.

3.10 Modification or Withdrawal of Proposal

A Respondent is responsible for the content and accuracy of its proposal. A Respondent may modify or withdraw its proposal at any time prior to the deadline to submit proposals in accordance with the Timeline of Events. For information on how to revise a response in MFMP Sourcing, the Vendor should call the MFMP Vendor Help Desk at (866)-352-3776 or email VendorHelp@myfloridamarketplace.com.

3.11 Cost of Response Preparation and Independent Preparation

The costs related to the development and submission of a response to this RFP are the full responsibility of the Respondent and are not chargeable to the Department. A Respondent shall not, directly or indirectly, collude, consult, communicate or agree with any other Vendor or Respondent as to any matter related to the response each is submitting. Additionally, a Respondent shall not induce any other Respondent to modify, withdraw, submit or not submit a response.

3.12 Contract Formation

The Department intends to enter into a Contract with each awarded Respondent; however, no Contract shall be formed between a Vendor and the Department until the Contract is executed. The Department shall not be liable for any work performed or costs incurred by Vendors for any work performed before the Contract is effective.

The Department may issue a Notice of Intended Award to successful Respondent(s). However, no Contract shall be formed between a Respondent and the Department until the Department signs the Contract. The Department shall not be liable for any work performed before the Contract is effective.

The Department intends to enter into a Contract(s) with Respondent(s) pursuant to the Basis for Award, section of this solicitation. No additional documents submitted by a Respondent shall be incorporated in the Contract unless it is specifically identified, incorporated by reference, and approved by the Department. If any additional documents

are submitted by the Respondent, the additional documents will not be considered for the Basis for Award.

The General Contract Conditions (PUR 1000, 10/06) is incorporated by reference and can be accessed at:
https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms

The terms of the PUR 1000, 10/06, are replaced in their entirety with the Special Contract Conditions contained in Attachment B of this RFP.

4 HOW TO PROVIDE A PROPOSAL

This section contains instructions to Respondents on how to submit a proposal.

4.1 General Instructions

The General Instructions to Respondents (PUR 1001, 10/06), as modified by this RFP, is incorporated by reference and can be accessed at:
https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms

In the event any conflict exists between the Special Contract Conditions listed in Attachment B and the General Instructions to Respondents, the Special Contract Conditions shall prevail.

The following sections of the PUR 1001 are inapplicable:

Section 3. Electronic Submission of Bids
Bids shall be submitted in accordance with Section 4.2 of this solicitation.

Section 5. Questions
Questions shall be submitted in accordance with Section 3.3 of this solicitation.

The following section of the PUR 1001 is modified as follows:

Section 9. Respondent's Representation and Authorization.
In submitting a response, each respondent understands, represents, and acknowledges the following.

- *The Respondent is not currently under suspension or debarment by the State or any other governmental authority.*
- *To the best of the knowledge of the person signing the response, the Respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.*
- *Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.*
- *The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.*

- *The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any Respondent or potential Respondent, and they will not be disclosed before the solicitation opening.*
- *The Respondent has fully informed the Department in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a),Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.*
- *Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of funds:*
    - *Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or*
    - *Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or reason of default that would impair the Respondent's ability to deliver the commodities or contractual services of the resultant contract.*
- *The product offered by the Respondent will conform to the specifications without exception.*
- *The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.*
- *If an award is made to the Respondent, the Respondent agrees that it intends to be legally bound to the Contract that is formed with the State.*
- *The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.*
- *The respondent shall indemnify, defend, and hold harmless the Department and Customers, and their employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.*
- *All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Department in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Department of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817, Florida Statutes.*

4.2 How to Submit a Proposal

Respondents will submit their proposals electronically via MFMP Sourcing and enter all required attachments and documents electronically in MFMP Sourcing during this solicitation as indicated. The Department will only evaluate Proposals submitted using MFMP Sourcing. Failure to submit all of the required attachments and documentation may result in a Respondent to be deemed non-responsive. Any of the Respondent's forms found to be incomplete may be grounds for the Respondent to be deemed non-responsive.

Attachments submitted in MFMP Sourcing should be named similarly to the following file naming conventions:

> **Example:** JohnDoeLLC_Attachment_A.pdf
> JohnDoeLLC_Attachment_H.xlsx (Cost Proposal, Microsoft Excel)

Do not submit mass produced general information/promotional material about the Respondent that is prepared/printed for general distribution. The emphasis of each Proposal shall be on completeness and clarity of content. Proposals should be prepared simply and economically, providing a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this solicitation.

By submitting a Proposal to this solicitation, the Respondent agrees to and waives any objections to requirements contained in the solicitation. By submitting a Proposal, the Respondent certifies that it agrees to and satisfies all criteria specified in this solicitation.

Respondents are responsible for submitting their Proposal in MFMP Sourcing by the date and time specified in the Timeline of Events of this solicitation. Each Respondent may only submit one Proposal. The Department will not consider late Proposals.

4.3 Respondent Submission

This section contains the substance of the requested proposal. Respondents do not need to respond to any other sections or provide any other documentation than what is listed in this section. Respondents are to submit all documentation requested as part of this subsection.

4.3.1 Contents of Proposal

Submit Proposal in the following format in two tabs as directed below. Submit the following in accordance with subsection 4.2, How to Submit a Proposal.

Tab 1 Completed Attachments:

1) Attachment F - Vendor Information
2) Attachment G - Certification of Drug-Free Workplace, if applicable.

Tab 2 Mandatory Responsive Requirements: Respondents that fail to submit the required documentation will be deemed non-responsive.

1) A signed Attachment E - Responsive Requirements; and
2) Attachment H – Cost proposal. Submit the provided Attachment H – Cost Proposal, in an Excel File; and
3) Respondent's Technical Proposal – include information requested in Attachment I – Technical Proposal and Technical Proposal Evaluation Criteria in one PDF document with fully searchable text.

4.4 Uploading Documentation

Respondents must upload an electronic copy of all requested documentation in the MFMP Sourcing. The following conditions apply:

- In the case where the Department provides an attachment that is able to be filled in, Respondents are to download the attachment, fill it out, and then attach the filled in copy in the space provided, in MFMP Sourcing.
- In the case of original or signed documentation, Respondents may attach scanned copies of original documents which have been filled in and signed by an individual authorized to respond on the Vendor's behalf.
- MFMP accepts files up to 20 megabytes (MB) in size.

5 PRIOR TO AWARD

5.1 Responsive and Responsible Proposal

Proposals that do not conform in all material respects to the solicitation requirements, specifications, terms, and conditions shall be rejected as non-responsive. Proposals that contain provisions that are contrary to the requirements of the solicitation are not permitted. Respondents whose Proposals, references, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a contract may be deemed not responsible and the Proposal rejected as non-responsive. The Department reserves the right to determine which Proposals meet the requirements of this solicitation, and which Respondents are responsive and responsible.

5.2 Right to Reject

The Department reserves the right to accept or reject any and all Proposals, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so shall serve the Department's best interests. Proposals which include a condition or exception may result in the Proposal being found not in conformance in all material respects of the solicitation and rejected as non-responsive. Alternatively, and in the Department's sole discretion, the Department may disregard or reject any condition or exception included in a Proposal. By submitting a Proposal, the Respondent acknowledges the Department's right to disregard or reject any condition or exception included with a Proposal and to review the remainder of the submitted proposal as if the condition or exception had not been included

5.3 Redacted Submissions

The following section supplements section 19 of the PUR 1001. If the Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, the Respondent must mark the document as "Confidential" and simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the Respondent's name on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Respondent claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution or other authority, to which documents that are marked as confidential are

responsive, the Department will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Respondent such an assertion has been made. It is the Respondent's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Respondent in a legal proceeding, the Department shall give the Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

By submitting a Proposal, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its Proposal are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Respondent fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records.

5.4 Additional Information

By submitting a Proposal, the Respondent certifies that it agrees to and satisfies all criteria specified in the RFP. The Department may request, and Respondent shall provide, clarifying or supporting information or documentation. Failure to provide clarifying or supporting information or documentation as requested may result in the rejection of the Proposal.

6 BASIS OF AWARD

Contract(s) will be awarded to the responsible and responsive Vendor(s) per region that are determined to be the most advantageous to the state with the highest total final score. The highest total final score will be determined by combining the average of the evaluator technical scores and the cost proposal score. The Department reserves the right to issue multiple awards in a region to Respondents whose total final score is within 20% of the highest total final score for that region. The Department will consider the total cost for each year of the Contract, including initial and renewal years as submitted by the Respondent.

The methodology for scoring is outlined below:

Proposal	Available Points
A. Technical Proposal submitted in accordance with the terms in Attachment I – Technical Proposal and Technical Proposal Evaluation Criteria	**600**
B. Cost Proposal (Attachment H)	**400**
Total Available Points (A + B)	**1,000**

The Department reserves the right to accept or reject any and all offers, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the best interest of the State. An irregularity is not material and therefore, minor, when it does not give the Respondent a substantial advantage over other Respondents and thereby restricts or

stifles competition. The Department reserves the right to award multiple Contracts for all or part of the work contemplated by this solicitation, as well as reserves the right to make no award as determined to be in the best interest of the State.

6.1 Technical Proposal - 600 Available Points

The Respondent shall be awarded up to 600 points for their submitted Technical Proposal in accordance with the evaluation criteria outlined in Attachment I – Technical Proposal and Technical Proposal Evaluation Criteria.

6.2 Cost Proposal - 400 Available Points

The Respondent is required to submit pricing for all security guard positions (levels I-VI), service lengths (long term and short term), and hours (full time, part-time, and occasional) for both the Initial Term and Renewal Term in their Cost Proposal. The Department will not consider or evaluate a proposal for any region that fails to provide pricing for all security guard positions, service lengths, and hours within in a region for both the Initial Term and Renewal Term. The Respondent shall be awarded up to 400 points for a region where the Respondent submitted all required pricing information for that region in the Cost Proposal. The Respondent shall receive points based on the following methodology:

Cost Proposal (Attachment I)	Available Points
A. Initial Term Pricing, Long Term Commitment, Full Time	72
B. Initial Term Pricing, Long Term Commitment, Part-Time	48
C. Initial Term Pricing, Long Term Commitment, Occasional	24
D. Initial Term Pricing, Short Term Commitment, Full Time	48
E. Initial Term Pricing, Short Term Commitment, Part-Time	32
F. Initial Term Pricing, Short Term Commitment, Occasional	16
G. Renewal Term Pricing, Long Term Commitment, Full Time	48
H. Renewal Term Pricing, Long Term Commitment, Part-Time	32
I. Renewal Term Pricing, Long Term Commitment, Occasional	16
J. Renewal Term Pricing, Short Term Commitment, Full Time	32
K. Renewal Term Pricing, Short Term Commitment, Part-Time	21
L. Renewal Term Pricing, Short Term Commitment, Occasional	11
Total Available Points (Sum of A through L)	**400**

A. Initial Term Pricing, Long Term Commitment, Full Time - 72 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Initial Term Pricing, Long Term Commitment, Full Time) shall receive 72 points. Other Respondents shall receive points based on the following formula:

$(X \div N) \times 72 = Z$

Where:
X = lowest sum of all six positions in this section of the cost proposal of all responses
N = Respondent's sum of all six positions in this section of the cost proposal
Z = points awarded

B. Initial Term Pricing, Long Term Commitment, Part-Time - 48 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Initial Term Pricing, Long Term Commitment, Part-Time) shall receive 48 points. Other Respondents shall receive points based on the following formula:

$(X \div N) \times 48 = Z$

Where:
X = lowest sum of all six positions in this section of the cost proposal of all responses
N = Respondent's sum of all six positions in this section of the cost proposal
Z = points awarded

C. Initial Term Pricing, Long Term Commitment, Occasional - 24 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Initial Term Pricing, Long Term Commitment, Occasional) shall receive 24 points. Other Respondents shall receive points based on the following formula:

$(X \div N) \times 24 = Z$

Where:
X = lowest sum of all six positions in this section of the cost proposal of all responses
N = Respondent's sum of all six positions in this section of the cost proposal
Z = points awarded

D. Initial Term Pricing, Short Term Commitment, Full Time - 48 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Initial Term Pricing, Short Term Commitment, Full Time) shall receive 48 points. Other Respondents shall receive points based on the following formula:

$(X \div N) \times 48 = Z$

Where:
X = lowest sum of all six positions in this section of the cost proposal of all responses
N = Respondent's sum of all six positions in this section of the cost proposal
Z = points awarded

E. Initial Term Pricing, Short Term Commitment, Part-Time - 32 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Initial Term Pricing, Short Term Commitment, Part-Time) shall receive 32 points. Other Respondents shall receive points based on the following formula:

$(X \div N) \times 32 = Z$

Where:
X = lowest sum of all six positions in this section of the cost proposal of all responses
N = Respondent's sum of all six positions in this section of the cost proposal
Z = points awarded

F. Initial Term Pricing, Short Term Commitment, Occasional - 16 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Initial Term Pricing, Short Term Commitment, Occasional) shall receive 16 points. Other Respondents shall receive points based on the following formula:

$(X \div N) \times 16 = Z$

Where:
X = lowest sum of all six positions in this section of the cost proposal of all responses
N = Respondent's sum of all six positions in this section of the cost proposal
Z = points awarded

G. Renewal Term Pricing, Long Term Commitment, Full Time - 48 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Renewal Term Pricing, Long Term Commitment, Full Time) shall receive 48 points. Other Respondents shall receive points based on the following formula:

$(X \div N) \times 48 = Z$

Where:
X = lowest sum of all six positions in this section of the cost proposal of all responses
N = Respondent's sum of all six positions in this section of the cost proposal
Z = points awarded

H. Renewal Term Pricing, Long Term Commitment, Part-Time - 32 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Renewal Term Pricing, Long Term Commitment, Part-Time) shall receive 32 points. Other Respondents shall receive points based on the following formula:

$(X \div N) \times 32 = Z$

Where:
X = lowest sum of all six positions in this section of the cost proposal of all responses
N = Respondent's sum of all six positions in this section of the cost proposal
Z = points awarded

I. Renewal Term Pricing, Long Term Commitment, Occasional - 16 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Renewal Term Pricing, Long Term Commitment, Occasional) shall receive 16 points. Other Respondents shall receive points based on the following formula:

(X ÷ N) x 16 = Z

Where:
X = lowest sum of all six positions in this section of the cost proposal of all responses
N = Respondent's sum of all six positions in this section of the cost proposal
Z = points awarded

J. Renewal Term Pricing, Short Term Commitment, Full Time - 32 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Renewal Term Pricing, Short Term Commitment, Full Time) shall receive 32 points. Other Respondents shall receive points based on the following formula:

(X ÷ N) x 32 = Z

Where:
X = lowest sum of all six positions in this section of the cost proposal of all responses
N = Respondent's sum of all six positions in this section of the cost proposal
Z = points awarded

K. Renewal Term Pricing, Short Term Commitment, Part-Time - 21 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Renewal Term Pricing, Short Term Commitment, Part-Time) shall receive 21 points. Other Respondents shall receive points based on the following formula:

(X ÷ N) x 21 = Z

Where:
X = lowest sum of all six positions in this section of the cost proposal of all responses
N = Respondent's sum of all six positions in this section of the cost proposal
Z = points awarded

L. Renewal Term Pricing, Short Term Commitment, Occasional - 11 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Renewal Term Pricing, Short Term Commitment, Occasional) shall receive 11 points. Other Respondents shall receive points based on the following formula:

(X ÷ N) x 11 = Z

Where:
X = lowest sum of all six positions in this section of the cost proposal of all responses
N = Respondent's sum of all six positions in this section of the cost proposal
Z = points awarded

6.3 Identical Tie

In the event that the Department receives two identical Proposals, the Department will select a Vendor in accordance with Florida Statutes.

RFP ATTACHMENTS

Attachment A – Draft Contract
Attachment B – Special Contract Conditions
Attachment C – Scope of Work
Attachment D – Special Instructions for Respondents
Attachment E – Responsive Requirements
Attachment F – Vendor Information
Attachment G – Certification of Drug-Free Workplace
Attachment H – Cost Proposal
Attachment I – Technical Proposal and Technical Proposal Evaluation Criteria
Attachment J – Preferred Pricing
Attachment K – Draft SLA
Attachment L – Region Map

Attachment D
Special Instructions for Respondents

1. MFMP Sourcing

Since July 1, 2003, the Department has used the online e-procurement system known as MyFloridaMarketPlace (MFMP). This solicitation will be administered using MFMP Sourcing.

2. MFMP Registration

To participate within MFMP Sourcing, a Bidder must be a registered vendor in the MFMP Vendor Information Portal (VIP). Registered Vendors should log into MFMP VIP to ensure contact information and commodity code registrations are correct and to ensure the option to participate in electronic solicitations in MFMP Sourcing is selected.

Vendors not currently registered with MFMP VIP must:

a) Create an account through the MFMP VIP.
b) Within MFMP VIP, indicate on the Solicitations page that they wish to participate in electronic solicitations.
c) Within MFMP VIP, in the Commodity Selections section, select the commodity codes for the goods and services that the vendor would like to provide to the State. Vendors will not receive notifications for commodities codes that are not selected.

Note: VBS and MFMP Sourcing provide automated notifications to the vendor community, as a courtesy, based on commodity codes that are tied to a vendor's registration in the MFMP VIP. Vendors with a commodity code that matches the commodity code of the MFMP Sourcing event will be able to 'Join' the MFMP Sourcing event. If a vendor does not have a matching commodity code, VBS and MFMP Sourcing will not provide a courtesy notification and the vendor will not be able to 'Join' the MFMP Sourcing event. Vendors have the ability to access and update their registration in VIP by adding commodity codes to their business profile. Changes made in MFMP VIP, including new registrations, may take 48 hours to take effect.

The MFMP VIP can be accessed via this link: https://vendor.myfloridamarketplace.com/

The Department strongly recommends vendors set MS Internet Explorer browser to compatibility mode while using MFMP applications. Information regarding recommended internet browser settings can be accessed at: https://www.dms.myflorida.com/content/download/139967/902595/MFMP_U_IE_Compatibility_Job_Aid_(edge).pdf

In order to *Join* the MFMP Sourcing event vendors must:

a) Have a current MFMP vendor registration within the MFMP VIP; and
b) Select 'Yes' to participate in electronic sourcing events in MFMP Sourcing.

The MFMP Sourcing application may be accessed using the following link: https://sourcing.myfloridamarketplace.com

3. MFMP Sourcing Posting Phase

A solicitation formally begins when the Department posts a Notice in VBS and publishes an MFMP Sourcing event.

Solicitations conducted in MFMP Sourcing exist in the following statuses:

***Preview* Status**

A solicitation is published as a *Public Event* in MFMP Sourcing and is initially in *Preview* status. When the solicitation is in *Preview* status, Vendors can view and download all information related to the solicitation and pose questions to the Procurement Officer in the *Messages* tab of the event. The solicitation remains in *Preview* status until the *Open* status begins.

***Open* Status**

The solicitation enters *Open* status on the date listed on the Timeline of Events. When a solicitation is in *Open* status, all Vendors who accepted the *Bidders Agreement* in MFMP Sourcing may submit bids until the Bid Due Date listed in the Timeline of Events. The solicitation remains in *Open* status until the Bid Due Date and Time listed in the Timeline of Events.

***Pending Selection* Status**

The solicitation enters *Pending Selection* status on the date listed on the Timeline of Events. When a solicitation is in *Pending Selection* status, vendors are no longer able to submit bids in accordance with the Timeline of Events.

***Completed/Awarded* Status**

The solicitation enters *Completed/Awarded* status after the Notice of Intent to Award has been published to the Vendor Bid System, in accordance with the Timeline of Events. This status indicates the MFMP Sourcing event has been completed and the term *Award* in MFMP Sourcing refers solely to system function.

4. MFMP Training

A non-mandatory Pre-Bid Conference/MFMP training event may be held in accordance with the Timeline of Events to discuss how to view and respond to solicitations in MFMP Sourcing. The Non-Mandatory Pre-Bid Conference/MFMP training event will be held at the date and time specified in the Timeline of Events. Attendance is optional but encouraged. Vendors may attend the webinar from their computer, tablet, or smartphone by clicking the link found in the Timeline of Events at the time of the training. A PDF of the presentation is available at https://www.dms.myflorida.com/media/state_purchasing/mfmp_files/buyers/state_purchasing_vendor_pre_bid_deck_2018. If a Bidder is unable to attend the training, the MFMP team offers many other training resources, including recorded, online training and job aids that can be viewed on the MFMP Training for Vendors webpage, which is accessible at https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors. Public meetings conducted during this solicitation are open to members of the general public, current vendors, potential vendors and interested persons.

MFMP University offers vendor training materials on the Department's website at: https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors. MFMP University provides access to recorded online trainings on a variety of topics, including Vendor Registration and Selecting Commodity Codes.

5. MFMP Assistance

Vendors that need assistance using MFMP may contact the MFMP Customer Service Desk at VendorHelp@myfloridamarketplace.com or (866) 352-3776.

Attachment E
Responsive Requirements

SOLICITIATION SECTION REFERENCE OR ATTACHMENT	RESPONSIVE REQUIREMENTS
RFP	The person submitting the Response and its pricing certifies they are authorized to respond to this solicitation on the Respondent's behalf. (Certifying by signature below)
Attachment B and PUR 1001 form*	The Respondent certifies that the Respondent is not a Discriminatory Vendor or Convicted Vendor as described in section 287.133 and section 287.134, Florida Statutes. (Certifying by signature below)
RFP and PUR 1001 form*	The Respondent certifies that the Respondent is in compliance with Section 9 of the PUR 1001 form*, as modified by the General Instructions section of this RFP. (Certifying by signature below)
Attachment B	The Respondent certifies that it is not on the Scrutinized List of Prohibited Companies (https://www.sbafla.com/fsb/PerformanceReports.aspx), is not on the Scrutinized Companies that Boycott Israel pursuant to section 215.4725, Florida Statutes, and is not participating in a boycott of Israel. (Certifying by signature below)
RFP	The Respondent certifies that if awarded a Contract, it shall provide a PDF file of their current and active registration with the Department of State prior to contract execution. NOTE: Pursuant to section 607.1501, F.S., out-of-state corporations where required, must obtain a Florida Certificate of Authorization pursuant to section 607.1503, F.S., from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Website: www.sunbiz.org. (Certifying by signature below)
Attachment H	The Respondent certifies it has provided the Department with an Attachment H Cost Proposal (Certifying by signature below)
Attachments A and B	The Respondent certifies it accepts and will comply with all terms and conditions listed in the Draft Contract and the Special Contract Conditions. (Certifying by signature below)

* The PUR 1001 form (General Instructions to Respondents) is available at https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms.

Signature below certifies that the signatory has the authority to respond to this solicitation on the Respondent's behalf, and certifies conformance with all Responsive Requirements listed above.

_____
Name of Respondent's Organization

_____
Signature of Organization's Authorized Representative

_____
Date

Attachment F
Vendor Information

Please ensure the vendor information provided in this form matches the MyFloridaMarketPlace (MFMP) Vendor Registration account information: Florida Vendor Information Portal. DO NOT CHANGE THE FORMAT OF THIS FORM.	
VENDOR NAME:	
VENDOR FEID NO.:	
VENDOR FEID MFMP LOCATION SEQUENCE NO.	
STREET ADDRESS:	
CITY, STATE and ZIP:	
WEBSITE ADDRESS:	
TELEPHONE NO.:	
TOLL-FREE NO.:	
FAX NO.:	
CERTIFIED BUSINESS ENTERPRISE	Yes ____ No _____
CERTIFIED BUSINESS ENTERPRISE CODE (IF APPLICABLE)	
FLORIDA CLIMATE FRIENDLY PRODUCTS	Yes ____ No _____
AUTHORIZED RESELLERS	Yes ____ No _____
AUTHORIZED RESELLERS (LIST IF APPLICABLE)	
COVERAGE AREA (STATEWIDE/REGIONAL/ SPECIFIC COUNTIES)	
MFMP CATALOG	Yes ____ No _____
MFMP CATALOG TYPE (PUNCHOUT, LINE ITEM)	

Person Responsible for Administering The Contract		
NAME:		
TITLE:		
STREET ADDRESS:		
CITY, STATE and ZIP:		
E-MAIL ADDRESS:		
TELEPHONE NO.:		
TOLL-FREE NO.:		
CELL PHONE NO.:		
FAX NO.:		

Ordering and Remit-To Information - Please provide information where Customers should direct orders. You must provide a regular mailing address and email address. If equipped to receive purchase orders electronically, you may also provide a website address.	
REMIT-TO:	
REMIT-TO STREET ADDRESS:	
REMIT-TO CITY, STATE and ZIP CODE:	
REMIT-TO EMAIL and/or WEBSITE ADDRESS:	

Attachment G
Certification of Drug-Free Workplace

Section 287.087 of the Florida Statutes provides that, where equal bids, proposals or replies are received, preference shall be given to the Respondent that certifies it has implemented a drug-free workforce program. Please sign below and return this form, if applicable, to certify that your business has a drug-free workplace program.

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 under Bid a copy of the statement specified in Subsection (1).

4) In the statement specified in Subsection (1), notify the employees, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere 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 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. False statements are punishable at law.

RESPONDENT'S NAME:

_____

By: _____

Authorized Signature Print Name and Title

Attachment H: Cost Proposal
Request For Proposals
No. 92121500-19-A
Security Guard Services

Instructions

Security Guard Services (Required)

The Respondent may respond to one or more region. **The Respondent is not required to respond to all regions.** Pricing must be provided for all security guard positions (levels I-VI), service lengths (long term and short term), and hours (full time, part-time, and occasional) within each region for which the Respondent is offering a response. Please refer to the Scope of Work (Attachment C), Sections 4 (Operational Hours) and 6 (Position Descriptions) for definitions of positions, service lengths, and hours.

1. The Respondent is not required to submit a price in all yellow highlighted cells for all Regions. The Respondent must submit a price in all yellow highlighted cells for the region(s) for which the Respondent is proposing services.

2. All prices must be in U.S. Dollars ($USD; e.g. $99,999.00), and price ranges will not be accepted. The price shall be completed to two decimal places; amounts cannot include fractions of cents (e.g. $0.005).

3. The Cost Proposal (Attachment H) establishes pricing for services offered for the term of the contract and any renewals. The Respondent shall not exceed this pricing when providing services under any resultant contract.

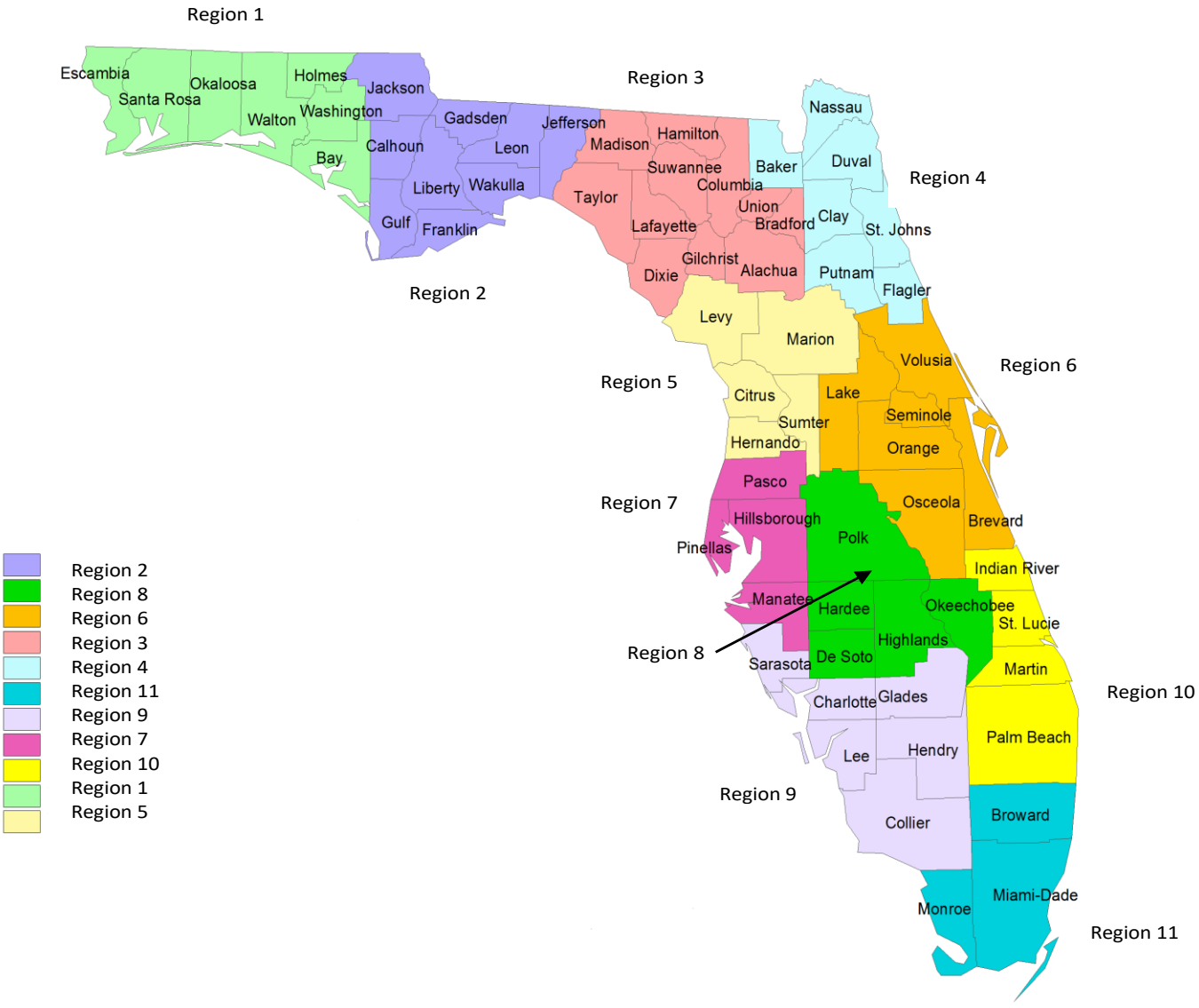
4. For the Respondent to be considered for an award in a region, the Respondent is required to submit pricing for all security guard positions, service lengths, and hours within in the region(s) they are proposing to offer services for both the Initial Term and Renewal Term. The Department will not consider or evaluate a proposal for any region that fails to provide pricing for all security guard positions, service lengths, and hours within in a region for both the Initial Term and Renewal Term.

5. Prices shall be based on meeting or exceeding the material specifications in the Scope of Work (Attachment C).

6. Respondents will not be deemed nonresponsive if they do not offer pricing for ancillary equipment.

Ancillary Equipment (Optional)

The Respondent is not required to provide pricing for ancillary equipment. No points will be awarded based on information provided in this section. Please note that the Respondent will **not** be able to offer any ancillary equipment for which pricing is not provided.


Region 1
Escambia
Santa Rosa
Okaloosa
Walton
Holmes
Washington
Bay
Jackson
Calhoun
Gadsden
Liberty
Wakulla
Leon
Jefferson
Gulf
Franklin
Region 2
Region 3
Madison
Taylor
Hamilton
Suwannee
Lafayette
Columbia
Union
Dixie
Gilchrist
Alachua
Baker
Nassau
Duval
Bradford
Clay
St. Johns
Putnam
Flagler
Region 4
Region 5
Levy
Marion
Citrus
Sumter
Hernando
Region 6
Volusia
Lake
Seminole
Orange
Region 7
Pasco
Hillsborough
Pinellas
Polk
Osceola
Brevard
Indian River
Region 8
Manatee
Sarasota
Hardee
De Soto
Highlands
Okeechobee
St. Lucie
Martin
Region 10
Charlotte
Glades
Lee
Hendry
Palm Beach
Region 9
Collier
Broward
Miami-Dade
Monroe
Region 11
Region 2
Region 8
Region 6
Region 3
Region 4
Region 11
Region 9
Region 7
Region 10
Region 1
Region 5

Attachment H: Cost Proposal
Request For Proposals
No. 92121500-19-A
Security Guard Services

Respondent Name	

Initial Term Pricing												
Security Guard Services (Required)												
* * * Please read the 'Instructions' tab prior to completing and submiting the Cost Proposal (Attachment H). * * *												
Service Description	**Unit of Service**	**Region 1**	**Region 2**	**Region 3**	**Region 4**	**Region 5**	**Region 6**	**Region 7**	**Region 8**	**Region 9**	**Region 10**	**Region 11**
Long Term Commitment: One or more years												
Full Time: 35 to 40 hours per week												
Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											
Part-Time: 1 to 34 hours per week												
Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											
Occasional: Days, hours, and frequency may vary. This type of service includes regularly scheduled events held monthly, quarterly, or semi-annually, or single events or circumstances.												
Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											

Attachment H: Cost Proposal
Request For Proposals
No. 92121500-19-A
Security Guard Services

Respondent Name	

Initial Term Pricing												
Service Description	**Unit of Service**	**Region 1**	**Region 2**	**Region 3**	**Region 4**	**Region 5**	**Region 6**	**Region 7**	**Region 8**	**Region 9**	**Region 10**	**Region 11**
Short Term Commitment: Less than one year												
Full Time: 35 to 40 hours per week												
Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											
Part-Time: 1 to 34 hours per week												
Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											
Occasional: Days, hours, and frequency may vary. This type of service includes regularly scheduled events held monthly, quarterly, or semi-annually, or single events or circumstances.												
Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											
Emergency Response Security Guards - Armed	Hourly											
Emergency Response Security Guards - Unarmed	Hourly											

Attachment H: Cost Proposal
Request For Proposals
No. 92121500-19-A
Security Guard Services

Respondent Name	

Initial Term Pricing												
Ancillary Equipment (Optional)												
* * * Please read the 'Instructions' tab prior to completing and submiting the Cost Proposal (Attachment H). * * *												
Service Description	**Unit of Service**	**Region 1**	**Region 2**	**Region 3**	**Region 4**	**Region 5**	**Region 6**	**Region 7**	**Region 8**	**Region 9**	**Region 10**	**Region 11**
Vehicles - Bicycle	Hourly											
Vehicles - Golf cart	Hourly											
Vehicles - Automobile	Hourly											
Vehicles - SUV	Hourly											
Vehicles - 4WD truck	Hourly											
Vehicles - Bicycle	Daily											
Vehicles - Golf cart	Daily											
Vehicles - Automobile	Daily											
Vehicles - SUV	Daily											
Vehicles - 4WD truck	Daily											
Vehicles - Bicycle	Monthly											
Vehicles - Golf cart	Monthly											
Vehicles - Automobile	Monthly											
Vehicles - SUV	Monthly											
Vehicles - 4WD truck	Monthly											

Attachment H: Cost Proposal
Request For Proposals
No. 92121500-19-A
Security Guard Services

Respondent Name	

Renewal Term Pricing												
Security Guard Services (Required)												
* * * Please read the 'Instructions' tab prior to completing and submiting the Cost Proposal (Attachment H). * * *												
Service Description	**Unit of Service**	**Region 1**	**Region 2**	**Region 3**	**Region 4**	**Region 5**	**Region 6**	**Region 7**	**Region 8**	**Region 9**	**Region 10**	**Region 11**
Long Term Commitment: One or more years												
Full Time: 35 to 40 hours per week												
Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											
Part-Time: 1 to 34 hours per week												
Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											
Occasional: Days, hours, and frequency may vary. This type of service includes regularly scheduled events held monthly, quarterly, or semi-annually, or single events or circumstances.												
Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											

Attachment H: Cost Proposal
Request For Proposals
No. 92121500-19-A
Security Guard Services

Respondent Name	

Renewal Term Pricing												
Service Description	**Unit of Service**	**Region 1**	**Region 2**	**Region 3**	**Region 4**	**Region 5**	**Region 6**	**Region 7**	**Region 8**	**Region 9**	**Region 10**	**Region 11**
Short Term Commitment: Less than one year												
Full Time: 35 to 40 hours per week												
Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											
Part-Time: 1 to 34 hours per week												
Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											
Occasional: Days, hours, and frequency may vary. This type of service includes regularly scheduled events held monthly, quarterly, or semi-annually, or single events or circumstances.												
Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											
Emergency Response Security Guards - Armed	Hourly											
Emergency Response Security Guards - Unarmed	Hourly											

Attachment H: Cost Proposal
Request For Proposals
No. 92121500-19-A
Security Guard Services

Respondent Name	

Renewal Term Pricing												
Ancillary Equipment (Optional)												
* * * Please read the 'Instructions' tab prior to completing and submiting the Cost Proposal (Attachment H). * * *												
Service Description	**Unit of Service**	**Region 1**	**Region 2**	**Region 3**	**Region 4**	**Region 5**	**Region 6**	**Region 7**	**Region 8**	**Region 9**	**Region 10**	**Region 11**
Vehicles - Bicycle	Hourly											
Vehicles - Golf cart	Hourly											
Vehicles - Automobile	Hourly											
Vehicles - SUV	Hourly											
Vehicles - 4WD truck	Hourly											
Vehicles - Bicycle	Daily											
Vehicles - Golf cart	Daily											
Vehicles - Automobile	Daily											
Vehicles - SUV	Daily											
Vehicles - 4WD truck	Daily											
Vehicles - Bicycle	Monthly											
Vehicles - Golf cart	Monthly											
Vehicles - Automobile	Monthly											
Vehicles - SUV	Monthly											
Vehicles - 4WD truck	Monthly											

Attachment I
Technical Proposal and Technical Proposal Evaluation Criteria

The Respondent shall prepare and submit its Technical Proposal according to the criteria and instructions provided in this attachment. The Respondent should submit only one PDF document with fully searchable text and image features throughout the document.

Technical Proposal	Available Points
1. Experience	250
2. Proposed Solution	200
3. Human Resource Management	150
Total Available Points for Technical Proposal	**600**

1. Experience – 250 Available Points

Provide a narrative in the technical proposal that contains a detailed description demonstrating how many years of experience the Respondent has in providing Security Guard Services. A Respondent may demonstrate experience to include, but not limited to, providing references from clients and/or describing past projects. Evaluators will consider the following information when scoring the experience section.

The Respondent will be scored by the Department's Evaluators based on their company's number of years providing Security Guard Services

Proposals will be evaluated based on the following:

Evaluation Criteria	Points
Up to 3 years' experience	61
3 to 6 years' experience	124
7 to 10 years' experience	187
10 plus years' experience	250

2. Proposed Solution – 200 Available Points

Provide a proposal which fully describes in the Respondent's solution for carrying out the Security Guard Services, as described in Attachment C – Scope of Work, for which the Respondent is submitting a Proposal. Provide information which demonstrates the Respondent's ability to provide the services for which the Respondent is submitting a Proposal in accordance with the terms and conditions set forth in Attachment C – Scope of Work.

Proposals will be evaluated based on the following:

Does the Respondent's proposed solution demonstrate the Respondent's ability to carry out the Security Guard Services for which Respondent is submitting a Proposal?

Evaluation Criteria	Points
Respondent's proposed solution does not demonstrate an ability to provide the services for which Respondent is submitting a Proposal.	0

Respondent's proposed solution demonstrates a minimal ability to provide the services for which Respondent is submitting a Proposal.	66
Respondent's proposed solution demonstrates an intermediate ability to provide the services for which Respondent is submitting a Proposal.	133
Respondent's proposed solution demonstrates an exceptional ability to provide the services for which Respondent is submitting a Proposal.	200

3. Human Resource Management – 150 Available Points

Provide a proposal which fully describes the Respondent's standards for hiring and maintaining employment. Provide information which demonstrates the Respondent's process for interviewing employees, maintaining sufficient number of staff, and ensuring Contractor's employees adhere to the terms and conditions set forth in Attachment C – Scope of Work.

Proposals will be evaluated based on the following:

Does the Respondent's proposal demonstrate the Respondent's ability to provide sufficient numbers of qualified staff who will adhere to the terms and conditions set forth in Attachment C – Scope of Work?

Evaluation Criteria	Points
Respondent's proposed solution does not demonstrate an ability to provide sufficient numbers of qualified staff who will adhere to the terms and conditions set forth in Attachment C – Scope of Work.	0
Respondent's proposed solution minimally demonstrates an ability to provide sufficient numbers of qualified staff who will adhere to the terms and conditions set forth in Attachment C – Scope of Work.	50
Respondent's proposed solution satisfactorily demonstrates an ability to provide sufficient numbers of qualified staff who will adhere to the terms and conditions set forth in Attachment C – Scope of Work.	100
Respondent's proposed solution exceptionally demonstrates an ability to provide sufficient numbers of qualified staff who will adhere to the terms and conditions set forth in Attachment C – Scope of Work.	150

Attachment J
Preferred Pricing

REGARDING THE CONTRACT BETWEEN
_____ (THE "CONTRACTOR")
AND
THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
CONTRACT NO.: _____ DATED: _____ (THE "CONTRACT")

Pursuant to section 216.0113, Florida Statutes, the undersigned contractor hereby attests that the Contractor complies with the Preferred Pricing clause contained in Attachment B – Special Contract Conditions, subsection 3.2.2:

Print Contractor's Name: _____

By: _____ Date: _____
Signature of the Authorized Representative:

Print Representative's Name/Title:

_____

STATE OF _____ COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, by _____.

_____.
Signature of Notary
(Print, Type, or Stamp Commissioned Name of Notary Public)

[Check One] ____ Personally Known OR ____Produced the following I.D. _____

Vendor Name: _____ FEIN#_____
Vendor's Authorized Representative Name and Title: _____
Address:
City, State, and Zip code: _____
Phone Number: (___) ___-____ E-mail: _____
CORPORATE SEAL (IF APPLICABLE)

Service Level Agreement
Attachment K
Security Guard Services
SLA No.

This Service Level Agreement (SLA) is between the [Customer Name] an agency of the State of Florida, with offices at [Customer address], and [Company Name] ("Contractor"), authorized to transact business in the State of Florida with offices at [Company address].

The Parties enter into this SLA pursuant to State Term Contract No.: 92121500-19-01 in accordance with the terms and conditions of the solicitation.

The Parties therefore agree as follows.

SECTION 1. TERM

1.1. Initial Term
The initial SLA term shall begin on XXXX, or on the last date it is signed by all Parties, whichever is later, and expires on XXXX.

1.2. Renewal Term
Upon written agreement, the SLA may be renewed in whole or in part for a period that will not exceed the initial term of the state term contract by more than 12 months pursuant to section 26 of the PUR 1000 and must be provided at the applicable pricing specified in the state term contract. Any renewal is contingent upon the satisfactory performance of the Vendor and subject to the availability of funds.

SECTION 2. SLA DOCUMENT

2.1. This SLA sets forth the entire understanding of the Parties and consists of the documents listed below. In the event any of these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):

2.1.1. This SLA Document
2.1.2. State Term Contract No. 92121500-19-01

SECTION 3. CONTRACT ADMINISTRATION

3.1. Contract Manager
The Contract Manager is primarily responsible for overseeing and monitoring the Contractor's performance to ensure compliance in accordance with all contract provisions. At the discretion of the Customer's Contract Manager, monitoring may include bi-weekly meetings between the Contractor and the Contract Manager to address any areas of concern. The Contract Manager shall be as follows:

Name:
Title:
Company:
Address:
Telephone:
Email:

In the event the Customer changes the Contract Manager, the Customer will notify the Contractor in writing via email. Such changes do not require a formal written

amendment to the Contract.

3.2. Contractor Representative

The Contractor's employee who is primarily responsible for overseeing the Contractor's performance of its duties and obligations pursuant to the terms of this SLA and the State Term Contract shall be:

Name:
Title:
Company:
Address:
Telephone:
Email:

SECTION 4. ADDITIONS TO THE STATE TERM CONTRACT SCOPE OF WORK REQUESTED BY THE CUSTOMER

4.1. [insert if applicable: Bilingual Guards who speak English and Spanish in accordance with Attachment C, Scope of Work]
4.2. [insert if applicable: Ancillary Services as defined in Attachment C, Scope of Work]
4.3. [insert if applicable: Requirement to submit job descriptions to the Customer in accordance with Attachment C, Scope of Work]
4.4. [insert if applicable: Designated method for submitting required reports in accordance with Attachment C, Scope of Work]
4.5. [insert if applicable: Terms for Contractor's call service center signage specifics e.g. design, material, quantity, posting location, etc. in accordance with Attachment C, Scope of Work]
4.6. [insert if applicable: Agency specific required trainings in addition to the requirements in Attachment C, Scope of Work, Section 13]

SECTION 5. FACILITIES/LOCATIONS

Customer facilities covered by this SLA shall be set forth in SLA Exhibit A – Facility List. During the term of the Contract, the Customer shall have the right to add and/or delete facilities covered by this SLA by updating Exhibit A – Facility List and providing to the Contractor. Additions shall be priced based on the Contract pricing. Deletions shall result in a price reduction equal to the amount set forth in the Contract pricing. Addition and or deletion of other facilities shall be upon written mutual agreement of both Parties to Exhibit A – Facility List.

All changes, modifications, deletions or additions to the services that will result in any change must be requested and preapproved in writing by the Customer.

SECTION 6. TRANSITION PLAN

Within ten (10) working days after SLA execution, the SLA Manager will conduct a kick- off meeting and/or conference call with the Contractor to discuss the Scope of Work and services needed.

SECTION 7. CUSTOMER FURNISHED ITEMS

7.1 The Customer will furnish, without cost to the Contractor, the following materials and equipment to be used in connection with the performance of this SLA. The Customer will provide the following:

7.1.1. [insert Items customer will provide at no cost to the Contractor. Example: On-Call List for facility, Emergency Call Procedures, Keys, Replacement of lost, damaged, or stolen equipment, etc.]

SECTION 8. CONTRACTOR DELIVERABLES

8.1. The services to be provided are [armed and/or unarmed] Security Guard Services at the facilities and locations identified in SLA EXHIBIT A – Facility List and their associated parking structures and sites in accordance with Chapter 493, Florida Statutes, as specified in ATTACHMENT C – Scope of Work.

The Contractor will be responsible for the following tasks/deliverables at each location, in addition to the Scope of Work:

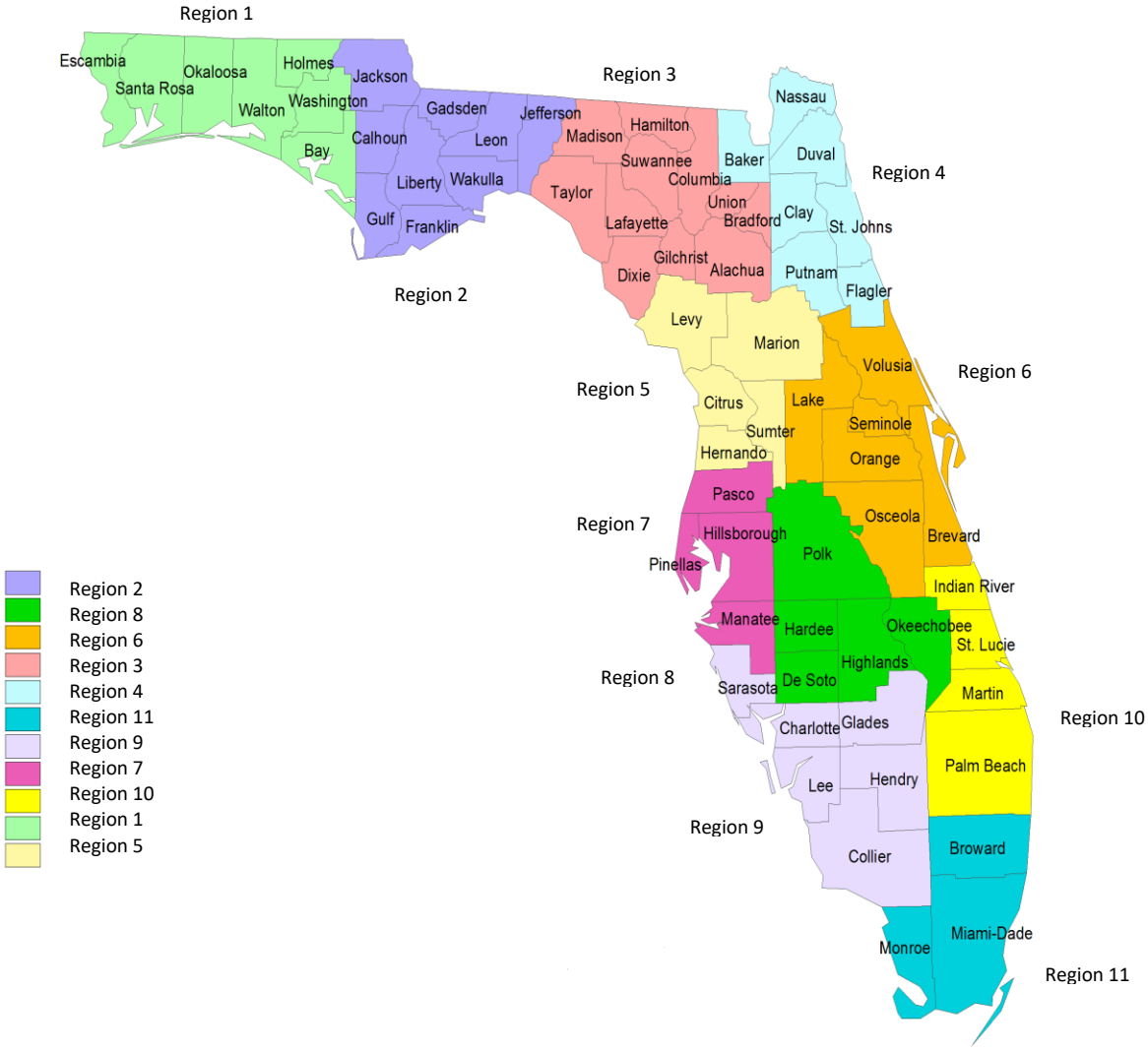
8.1.1 [insert any additional deliverables as needed]

SECTION 9. PERFORMANCE MEASURES

9.1 [insert any Performance Measures required by the Customer as needed]

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
state purchasing
We serve those who serve Florida

Attachment L: Region Map
Security Guard Services



Facility	Facility Hours of Operation	Total Weekly Number of Hours	Type of Security Officer
	Total Hours:		



Security Services Proposal for

Florida Department of Management Services

RFP# 92121500-19-A

G4S Secure Solutions (USA) Inc.

Presented by:

Marty Martinez

405 North Reo Street, Suite 150

Tampa, FL 33609

(813) 391-2178 • Marty.Martinez@usa.g4s.com

G4S Secure Solutions (USA) Inc.
405 North Reo Street, Suite 150
Tampa, FL 33609

Ms. Nicole Walker, Procurement Officer
Florida Department of Management Services
Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950

December 3, 2019

The State of Florida Department of Management Services, RFP# 92121500-19-A, Security Guard Services

Dear Ms. Walker,

G4S Secure Solutions (USA) Inc. is 100% dedicated and focused on protecting the employees, properties, visitors, and assets of the Department of Management Services (Department), the Department's Customers, and keeping your environments secure. We have provided service to the Department and your Customers for nearly two decades and highly value our partnership.

As we look to expand upon our time-tested partnership, our mission will remain the same: staff the Department and your Customer's sites with the right combination of people, protection, customer service, and technology to mitigate risk and provide safe and secure environments, and to continually measure, monitor, and adjust to your changing needs and requirements today and in the future. We will continue to achieve this mission by:

- Delivering quality, reliable, and stable services as evidenced through our years' of experience
- Serving as a preferred provider for your facilities, providing optimum continuity, coordination, control and consistency to enhance security and protection of Customer sites
- Providing real-time technology solutions to increase officer efficiency and provide the Department with meaningful metrics
- Delivering uninterrupted services at all times, while also ensuring ample security services during emergency coverage needs

With the learning curve already behind us, we are fully able to swiftly move to the next level of partnership insight, improving, and enhancing operations at all Customer sites.

In summary, our proposal delivers the total value possible while continuing to enhance the safety and security of your entire program. Our recommendations were developed to ensure you have the most cost-competitive and greatest value proposal available, and that you will be compelled to extend our partnership across your entire enterprise.

We welcome any questions and look forward to discussing the merits of our proposal with you. We thank the Department for your consideration and look forward to continuing our partnership for many years to come.

Best regards,

Marty Martinez
Manager, Business Development

Carlos Barbosa
Vice President, Southeast Region

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1. EXPERIENCE

Provide a narrative in the technical proposal that contains a detailed description demonstrating how many years of experience the Respondent has in providing Security Guard Services. A Respondent may demonstrate experience to include, but not limited to, providing references from clients and/or describing past projects.

SECURITY EXPERIENCE

G4S is a leader in providing similar security services for more than 360 clients in the city, county, state, and federal government sector. For many years, we have secured agency facilities, courthouses, water departments, and worked closely with multiple police, sheriff, court, and correctional clients throughout the United States. We understand that our government clients operate in a challenging risk environment and that they rely on their contract security partners to protect their employees, visitors, and facilities.

Our experience with governmental and public agencies spans decades. Our clients have come to trust our expertise with critical infrastructure, complex operations, and high-volume business, as we deliver more than security alone. Our experience gives us the understanding of the unique safety, security, and risk-needs faced on a day-to-day basis in these environments. As a result, we understand the Department's challenges and have the capability, resources, and experience to continue to manage your Customer's security programs in a way that mitigates risk and provides safe and secure environment.

DEPARTMENT EXPERIENCE

Under the current contract between G4S and the Department, we provide services that extend across 10 of the 11 Department regions in Florida. During the first nine months of 2019 this totaled almost 495,000 hours of security services for multiple Department Customers. Averaging the permanent and short-term Customer contracts, we provided approximately 12,700 hours per week of security services across the state. This footprint, along with 10 full service G4S support centers, validates G4S' capability and competency to deliver service quality throughout the entire state of Florida.

Below we have outlined Department Customers we are servicing under this contract:

REGION 1

- County of Bay
- State of Florida, Department of Health, Division of Disability Determination
- State of Florida, Department of Juvenile Justice
- State of Florida, Division of Administrative Hearings

REGION 2

- Florida Department of Transportation
- State of Florida, Department of Business and Professional Regulation

- State of Florida, Department of Education
- State of Florida, Department of Health, Division of Medical Quality Assurance
- State of Florida, Division of Emergency Management
- State Technology (formerly Southwood Shared Resource Center)

REGION 3

- Florida Department of Transportation
- Florida Department of Transportation, Maintenance Office
- State of Florida, Department of Education
- State of Florida, Division of Administrative Hearings

REGION 4

- Jacksonville Transportation Authority
- State of Florida, Department of Health, Division of Disability Determination

REGION 5

G4S is not currently servicing any Department Customers in Region 5, however, we are ready and capable of providing security services, should the need arise.

REGION 6

- Central Florida Regional Transportation Authority, LYNX
- City of Cocoa
- City of Titusville
- Florida Department of Transportation, Headquarters, Deland
- Florida Department of Transportation, Turnpike
- New Smyrna Utilities
- Osceola County Corrections Department
- State of Florida, Department of Children and Families
- State of Florida, Department of Economic Opportunity
- State of Florida, Department of Education, Division of Blind Services
- State of Florida, Department of Health
- State of Florida, Department of Health, Division of Disability Determination
- State of Florida, Department of Health, Division of Medical Quality Assurance
- State of Florida, Department of Business and Professional Regulation
- State of Florida, Division of Administrative Hearings
- State of Florida, Division of Emergency Management
- University of Florida
- Volusia County Sheriff's Office

REGION 7

- Florida Department of Transportation, District 7
- Florida Department of Transportation, Turnpike
- Manatee County Government
- State of Florida, Department of Economic Opportunity
- State of Florida, Department of Education
- State of Florida, Department of Health, Division of Disability Determination
- State of Florida, Department of Health, Division of Medical Quality Assurance
- State of Florida, Department of Health, Pinellas County
- State of Florida, Department of Management Services

REGION 8

- State of Florida, Division of Administrative Hearings
- University of Florida

REGION 9

- Sarasota County Area Transit
- Sarasota County Facilities
- Sarasota County Government
- Sarasota County Health Department
- Sarasota County Libraries
- Sarasota County Sheriff's Department
- Sarasota County Parks and Recreation
- State of Florida, Department of Economic Opportunity, Collier County
- State of Florida, Department of Finance E (Clerk of Court)
- State of Florida, Department of Health
- State of Florida, Department of Health, Division of Medical Quality Assurance
- State of Florida, Division of Administrative Hearing

REGION 10

- Florida Department of Transportation, Turnpike
- Healthcare District of Palm Beach County
- South Florida Water Management District
- State of Florida, Department of Juvenile Justice
- State of Florida, Department of Health
- State of Florida, Department of Administrative Hearing

"Wanted to commend Officer Kerven Innocent's quick actions to perform the Heimlich maneuver to help a choking victim. Officer Innocent reacted quickly and calmly, he should be recognized for his heroic actions."

~ Angel Watson
Director, Support Services, Healey Center

REGION 11

- Florida Department of Transportation, Turnpike
- South Florida HIDTA

- South Florida HIDTA, Monroe County Sheriff's Office
- State of Florida, Department of Business and Professional Regulation
- State of Florida, Department of Children and Families
- State of Florida, Department of Economic Opportunity, Bureau of General Services
- State of Florida, Department of Education
- State of Florida, Department of Health
- State of Florida, Department of Health, Division of Disability Determination
- State of Florida, Division of Administrative Hearings

ADDITIONAL EXPERIENCE

We have provided the following additional examples of our ability to manage large, complex accounts with similar scopes of work to the Department and Customers utilizing our Custom Protection Officer® (CPO) and Upscale Security Officer (USO) programs:

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS

Contact: Cynthia Burroughs, Program/Project Coordinator, Senior Security Program Manager
Address: 115 S. Andrews Avenue, Suite 501, Fort Lauderdale, FL 33301
Phone: (954) 831-5735
Email: cburroughs@broward.org

G4S has been servicing the BCBOCC since 1985 and currently provides over 5,600 hours per week of security services across 34 locations. Our services include a combination of armed supervisors (CPOs) and unarmed officers (USOs) to provide access control, fixed post security, package screening, and patrol services. In addition, we provide weapons screening at the county courthouses, which requires specialized training for the use of magnetometers, walk-through metal detectors, and scanning visitors with hand-wands. We are able to adjust officer scheduling to meet the needs of BCBOCC as they flex for events and special circumstances.

HILLSBOROUGH COUNTY SHERIFF'S OFFICE

Contact: Danny W. Tewmey, Captain
Address: 2008 East 8th Avenue, Tampa, FL 33605
Phone: (813) 242-5063
Email: dtewmey@hcso.tampa.fl.us

G4S began servicing the HCSO in 2009 and provides supervisors (CPOs) and a team of unarmed officers (USOs) to meet HCSO's security needs. We provide the security portion of the Hillsborough County Juvenile Assessment Center staffing where our officers are responsible for the care, custody, control, and booking of juveniles at the facility. In addition, we provide armed and unarmed security throughout all areas of the courthouses (including entrance screening), satellite offices, police department, and several governmental buildings clustered in downtown Tampa, all supported and overseen by HCSO. Officers assigned to the HCSO account are provided additional training to include defensive tactics with cuffing and OC spray use, DOT driver safety, and additional site-specific OJT from 24-80 hours, depending on assignment.

PINELLAS COUNTY SHERIFF'S OFFICE

Contact: George Steffen, Assistant Chief Deputy
Address: 10750 Ulmerton Road, Largo, FL 33778
Phone: (727) 420-1834
Email: gsteffen@pcsonet.com

G4S has been servicing the PCSO since 2010 and provides 3,528 hours per week of security services. We handle transportation of inmates in PCSO custody to all areas within the state of Florida, and operate a "paddy wagon" (ATU) for the PCSO 20/7. We provide officers for the inmate hospital team, who are responsible for the care, custody, and control of inmates while they are in the local hospitals. In addition, we provide security for a homeless shelter, jail entrance checkpoint, visitation, on-site transport unit, a juvenile assessment center, and a two-officer roaming team for the courthouse. All assignments require site-specific OJT of 8/24/80 hours and testing prior to working alone. Specific backgrounds in corrections/police or Military Police (except for homeless shelter, courthouse, checkpoint and visitation) are required, and all officers must be accepted by PCSO.

NATIONWIDE EXPERIENCE

Nationwide, G4S provides security officer services to more than 2,000 commercial and government clients at more than 8,500 job locations. We perform numerous contracts on an ongoing basis that are similar in size and scope to the Department. We currently provide over 52,000 weekly hours of service at Federal, State, County and municipal government buildings and facilities that require observant and diligent security officers. This includes several contracts that have been running for more than 30 consecutive years, a testament to our refined operational processes and dedication to long-term partnerships.

Our security officers provide numerous services for public agencies with duties such as:

- Communicating effectively with the public and county government personnel, directing visitors to personnel and services within the facility
- Conducting patrols in accordance with routes and schedules established in the Post Orders
- Verifying the security of safes and areas where equipment or valuable materials are stored
- Ensuring that only authorized personnel are permitted access to closed or restricted facilities or areas by detaining unidentified or unauthorized individuals
- Responding to reports of ill or injured patrons, visitors, or employee, renders first aid, and notifies supervisor if further assistance is considered necessary or desirable
- Reporting safety hazards, malfunctioning equipment, liquid spills, and other such matters to appropriate maintenance personnel
- Monitoring and operating facility fire alarm and intrusion detection systems and other protection devices or facility equipment
- Responding to scene of locally activated fire, burglary or other alarms, or other emergency situations, evaluate situations encountered, and takes action as prescribed in Post Orders and/or facility self-protection plans

- Investigating questionable acts or behavior observed or reported on client premises and questioning witnesses and suspects to ascertain or verify facts
- Maintaining daily logs and writing incident reports
- Providing escorts and assisting other security personnel as required
- Directing traffic, controls parking, issuing parking violation warnings as authorized

2. PROPOSED SOLUTION

Provide a proposal which fully describes the Respondent's solution for carrying out the Security Guard Services, as described in Attachment C – Scope of Work, for which the Respondent is submitting a Proposal. Provide information which demonstrates the Respondent's ability to provide the services for which the Respondent is submitting a Proposal in accordance with the terms and conditions set forth in Attachment C – Scope of Work.

OVERVIEW

G4S will continue to provide security guard services for the Department and the regions of service we are awarded, as set forth in the contract. We shall continue to ensure the security officers and provided security services properly carry out the primary duty of safeguarding the Department and Customer employees, the general public, and applicable property. G4S will continue to provide all labor, supervision, materials, and equipment necessary to perform and complete the services in all respects in accordance with the Department contract and any Customer service level agreements (SLAs) referenced in this RFP and the associated Scope of Work (SOW). G4S continues to commit to performing all services in a timely and professional manner and in accordance with the terms of the Department contract and any Customer SLAs.

CAPABILITIES

G4S security officers contribute to the Department and individual Customer's success in ways that go beyond basic security competencies. From proactively identifying risks and safety hazards to interacting with a Customer's employees and visitors, G4S officers routinely perform duties entirely unique to their security programs.

G4S Secure Integration

G4S works with our customers to envision, design, build and maintain systems that meet all their needs, with capabilities that include: enhanced security systems, advanced communication networks, converged solutions, systems design and engineering, project management, construction and installation, operations and maintenance, monitoring and operations center, and vulnerability assessments.

Corporate Risk Services

The G4S Corporate Risk Services team offers the capability to review your needs and provide a quote for risk mitigation strategies and solutions. Our services include: Risk Consulting, Global Traveler Security Awareness Training, Travel Risk Management, Secure Transport Services, Executive & VIP Protective Services, Workplace Violence Mitigation & Response Programs, Intelligence Support Packages and Protective Services Security Consulting, Crisis Management Policy Review Drafting & Implementation, Risk Operation Center (ROC), Advanced Security Assessments for Special Event Venues.

Risk Management

Effective risk management strategies require vigilance throughout an organization, an effort G4S helps lead by providing highly competent security officers. We prioritize the hiring and retention of personnel who have demonstrated diligence, prudence, and professionalism and further train them to perform important risk management functions, which include:

- **Identification of new risks:** Conducting patrols and inspections, recording field observations, filing reports, and adhering to procedures; discovering dangerous circumstances or out-of-place behavior and taking steps to prevent incidents before they occur
- **Management of crisis situations:** Following established protocols when incidents occur and directing non-security personnel in an emergency
- **Customized security procedures:** How an officer should control a security threat or incident often varies by Customer. G4S personnel are trained in Customer-specific behaviors and security procedures ensuring risks are addressed in the manner most advantageous to the Customer

G4S 24/7 Communications

In addition to dedicated support contacts at local G4S offices, we offer 24/7 communications support from the Risk Operations Center (ROC) at our Americas headquarters in Jupiter, Florida. The ROC's 24/7 call capability provides an additional means of customer communication for support requests and many other functions, including:

- Providing account, billing, and contact information to Customers
- Providing communication with local personnel to resolve issues and arrange services
- Delivering crisis incident notifications to designated G4S and Customer security contacts
- Providing technological assistance and time and attendance support to field personnel

Communications Support

Typically, during normal business hours, customers receive direct support from on-site supervisors or directors of local area operations for both emergency and non-emergency issues. After-hours calls to the local area office are automatically routed to communications support in the ROC, eliminating the need for Customers to make multiple calls to reach a support contact.

Trained G4S representatives in the ROC have access to customer data and after-hours contact information, as well as the ability to dispatch individuals to respond to on-the-ground situations. All communications are documented and categorized by date, time, operator, caller and content, enabling staff to follow up with Customers to determine resolution and satisfaction. Each day, we handle over 5,000 calls, manage over 500 radio units, and collect data from over 4,500 Secure Trax® officer management devices. Contact with communications support at the ROC is reported in G4S Insight, our secure customer portal.

Incident Response

Our internal Crisis Communication and Reporting Procedure and policies are drilled into communications support staff during training and heeded during all responses regardless of any on-site functions (e.g., post orders, operating procedures, etc.). Incidents are assigned a classification, and response times vary based on the seriousness of the situation and required processing and verification:

- **Green**: Low-level incidents including minor injuries, property damage or theft have an average response time of 30–45 minutes.
- **Amber**: Serious incidents including serious injuries, property damage, firearms discharge, robbery, theft or natural disaster have an average response time of 20–30 minutes.
- **Red**: Major incidents including officers involved in a shooting, missing firearms, criminal acts on the property, major injuries or fatalities have an average response time of 15–20 minutes.



OPERATIONAL HOURS

G4S offices operate during normal business hours Monday through Friday. Our management representatives can be reached 24/7 via mobile phone, email, or text. Our local area supervisors and the officers assigned to the Department's Customer accounts operate 24/7 and are also available via phone, email, and text. Regardless of the service length or number of hours, G4S will continue to provide security personnel to fulfill the needs of the Department's Customers.

LICENSING REQUIREMENTS / ELIGIBILITY CRITERIA

OFFICE LICENSING

G4S adheres to all governmental and legal regulatory policies and standards, as applicable, based on the outlined scope of services. G4S is licensed to provide security guard services in the State of Florida. We are subject to business and operator licenses at our local offices where we provide services. Each G4S local area office is licensed based on the statutory requirements for the jurisdiction.

SECURITY OFFICER LICENSING

All G4S security officers are subject to state licensing requirements for unarmed (Class D) and armed (Class G) personnel.

Each G4S local office in Florida uses a stringent process to ensure officers are appropriately licensed to perform security services. This process involves ensuring at the time of hire or assignment that the officer meets the necessary State of Florida licensing qualifications; has completed any State of Florida mandated training, background screening or application forms; and has paid any required licensing fees. Our process meets state requirements to ensure license renewals or recurrent training are completed.

State licensing databases are consulted to check the licensing status of officers. G4S uses the PeopleSoft Competency Management application to examine license and certification data, run reminder reports for officers with expiring licenses and permits, and to manage licensing information on an officer-by-officer basis. These reports are incorporated weekly continuous improvement meetings conducted by each G4S local office. Finally, the G4S internal audit team confirms appropriate licensing documentation as part of their regular audit function.

G4S SECURITY OFFICER LEVELS

G4S operates two distinct levels of security officer services to meet the needs of the Department and your Customers. Our officer levels are briefly described below:

- **Custom Protection Officer® (CPO)**: Maintaining the highest standards of experience and conduct in the security industry, CPOs come from a military or law enforcement background. CPOs are the only G4S officers who may be trained and authorized to carry firearms on duty.
- **Upscale Security Officer (USO)**: High-end security without higher costs. USOs meet greater education or experience requirements

Custom Protection Officer®

The *Custom Protection Officer®* (CPO) is G4S' highest level of security officer. CPOs are recruited from an exclusive pool of current or former law enforcement; current or former military; or graduates of certified criminal justice programs. Benefits of utilizing the highly trained CPO include:

- **Strong Presence:** Some Customers prefer their security teams to make a distinct public impression. CPOs evoke a sense of presence and purpose on par with uniformed law enforcement, with a demeanor and professionalism that matches their capabilities.
- **Tested Judgment:** Security personnel must demonstrate good decision-making under stressful conditions and demanding circumstances. The speed, discretion, and experience of the CPO helps ensure the best outcome for your Customers.
- **Leadership Ability:** With backgrounds in military, law enforcement, and criminal justice, CPOs arrive at G4S experienced in positions of authority. CPOs demonstrate the professionalism and productivity that makes excellent leaders at Customer sites. We know this firsthand; many of our site supervisors, local managers, and national executives began their G4S careers as CPOs.

CPO Qualifications and Vetting

CPOs begin their careers possessing abilities and qualifications that most security personnel can only aspire to; no other large-scale commercial program requires candidates to possess the same amount of security education and experience.

Each candidate must have achieved at least one of the following to qualify:

- Military service that included law enforcement or security duties (e.g., military police, elite military forces and combat arms) or support in a combat zone
- Eight years' active service in any military branch
- Bachelor's degree in law enforcement or criminal justice
- Associate degree in law enforcement or criminal justice with current or prior active military service
- Graduation from a certified public safety academy in law enforcement, adult corrections or firefighting

Although CPOs must pass much higher qualifications, our requirements for lengthy experience, training and credentials in military or law enforcement means they are drawn from a highly qualified pool of martial professionals. Armed CPOs are trained and licensed to carry firearms and receive appropriate recertification, documentation of which is available through our secure client web portal. Additional vetting requirements for CPOs include the following:

- **Physical Exam**: Conducted by a licensed physician to determine if the candidate is physically suited to perform the duties of a G4S security officer.
- **Psychological Examination**: Minnesota Multiphasic Personality Inventory (MMPI) for CPO applicants. G4S uses thoroughly vetted national providers to ensure the integrity of the psychological examinations.

Upscale Security Officer

Professional appearance, consistent performance, and the right attitude: These traits define the G4S *Upscale Security Officer* (USO), a highly trained, highly effective, high-profile alternative to standard security personnel.

- **Demonstrated Professionalism:** Competence and dedication are hard-to-quantify characteristics of effective security personnel. Those with a record of performing effectively under pressure and showing maturity through professionalism and judgment may be eligible to enter the USO program.
- **Proven Security Capability:** Most USOs are multi-year industry professionals with a working knowledge of security procedures and technology.
- **Customizable Appearance:** Our most versatile class of security officer, USOs can be outfitted with standard law enforcement-style uniforms to display a strong security presence, polos for a more casual look, or blazers to present a professional image.

USO Qualifications and Vetting

USOs possess higher qualifications than standard officers. The USO program must offer a high degree of skill and flexibility, and so we seek well-educated personnel as well as those with past security experience.

Each candidate must have achieved at least one of the following to qualify:

- One year's verified security experience
- A college degree
- Successful and verifiable experience relevant to their intended position

The security programs for the Department's Customers requires professional and experienced personnel. Providing both competence and flexibility, the USO program continues to offer these capabilities and aptitude.

POSITION DESCRIPTIONS

The Department and your Customers depend on security to accomplish your purpose. Your success may hinge on your ability to protect your people, secure your assets, and safeguard your information. One of the most visible and viable means of identifying the risks and threats your Customers confront is the *security officer*.

G4S will continue to recruit and assign personnel with the minimum qualifications outlined by the Department for security officer levels.

- **Level I:** An unarmed individual with a Class D security guard license.
- **Level II:** An unarmed individual with a Class D security guard license and a minimum of two years prior experience. A two year background in law enforcement may be substituted for prior years of experience.
- **Level III:** An armed individual with a Class D security guard license and a Class G statewide firearm license. A minimum of two years' prior experience is required. A two year background in law enforcement may be substituted for prior years of experience.
- **Level IV:** An armed individual with a Class D security guard license and a Class G statewide firearm license. A minimum of five years' prior Class D security guard experience is required and a minimum of two years prior experience serving as a Class D security guard with a

Class G license is required. A five year background in law enforcement may be substituted for prior years of experience.

- **Level V:** An armed individual with a Class D security guard license and a Class G statewide firearm license. A minimum of five years' prior experience serving as a Class D security guard with a Class G license is required. A five year background in law enforcement may be substituted for prior years of experience.

  The individual shall also have the ability to supervise, monitor, and regulate individuals with a Class D security guard license and a Class G statewide firearm license in their performance of their assigned duties under this contract. This level of security officer may be a site-supervisor when a Customer requires multiple security officers present at the same time to coordinate security service efforts.

- **Level VI:** An armed individual with a Class D security guard license and a Class G statewide firearm license. A minimum of 10 years' prior experience serving as a Class D security guard with a Class G license is required. A 10 year background in law enforcement may be substituted for prior years of experience.

  The individual shall also have the ability to supervise, monitor, and regulate individuals with a Class D security guard license and a Class G statewide firearm license in their performance of their assigned duties under this contract. When a Customer requires multiple site-supervisors for large or complex sites, this level of security officer may be a project manager responsible for coordination of all security service efforts, including managing site-supervisors.

- **Emergency Response:** These are licensed security officers, either armed or unarmed, who provide services when an Executive Order has been issued by a governmental entity. Emergency Response officers must have training in first response and may be required to work irregular hours, work more than eight-hours per day, work extended periods (including weekends and holidays), work at locations other than their official headquarters, and/or work in adverse conditions.

We will continue to staff Level I and Level II positions with officers from our Upscale Security Officer program. All other officer positions; Levels III, IV, V, VI, and Emergency Response are staffed by personnel from our Custom Protection Officer® program.

TASKS / DELIVERABLES

G4S draws from our depth of resources and nearly two decades of expertise working with the Department and your Customers to provide effective and reliable security management. Our standardized processes and proprietary technologies continue to streamline Customer's programs while also building detailed operations records, which we use to review program performance and increase the value your Customers receive.

We will continue to provide trained and qualified armed and unarmed officers to meet the requirements of each Customer's site and specifications. Our services are continuous, regardless of weather, disaster, or other threats and actions. In addition, each Region will continue to have a

designated single point of contact to serve as the liaison between G4S and the Customer in order to handle day-to-day operations.

STANDARDS OF CONDUCT

All G4S employees, including officers and management, are required to follow standard policies and procedures set by our corporate office. We have included explanations of the key policies, procedures, and governing documents below, including:

- Post Orders
- Security Officer Handbook
- Corporate Policies and Procedures
- Issue Reporting, Escalation, Resolution and Follow-Up

Post Orders

Post Orders are created in partnership with each Customer's local management during the implementation phase to capture all rules, policies, regulations, and procedures associated with the account and post. Post Orders are for general, specific, and emergency orders, and are stored at Customer locations. Developing Post Orders together ensures we are meeting your Customer's operational expectations and complying with Department and Customer policies and procedures.

Post Orders are placed at each post and are also available on Secure Trax so that security officers have procedures accessible at all times, ensuring our team is working from the same document. G4S partners with Customers and assist with the maintenance and annual (or as needed) updating of all existing Post Orders and other procedures as necessary, reflecting your changing security protocols and industry best practices. Any changes or requests are approved by the Customer's management team and are also reviewed at quarterly business reviews or more often if needed.

Each security officer assigned to a Customer account is required to review and sign off on their understanding of the Post Orders, which is an integral part of the officers' on-the-job training. Throughout the term of the contract, local G4S management conducts announced and unannounced site inspections to ensure security officers are observing and complying with Post Orders requirements.

- **Duty Roster** - G4S maintains a duty roster of all security officers and management personnel who are assigned to perform services for Customer accounts. We provide updated lists to each Customer monthly, or as needed if personnel changes are made.
- **Picture ID** - G4S ensures each security officer assigned to a Customer's site displays proper credentialing, including photo identification.
- **Reporting** – G4S provides real-time reporting for Customers via Secure Trax® and G4S Insight, our proprietary technologies. Please see page 23 for a full description of Secure Trax and page 49 for G4S Insight details.

Security Officer Handbook

G4S provides all officers with its *Security Officer Handbook* and tests officers on its policies and procedures prior to their assignment at a Customer site. The handbook includes policies and procedures related to:

- Employment
- Duties and Appearance
- Conduct While on Duty
- Discipline
- Legal Authority and Its Limitations
- Observation and Reporting
- Patrols
- Security Issues
- Fire and Life Safety
- Weapons Safety
- Communications
- Terrorism

The *Security Officer Handbook* gives specific attention to standards of conduct, including conduct while on duty, discipline and duties, and personal appearance and conduct.

The handbook also outlines prohibited activities and lays out expectations for how an officer is expected to enforce security rules, requiring that officers must:

- Perform the duties of the position as assigned
- Engage in no unnecessary conversations
- Not accept gifts or gratuities from anyone for any reason
- Not attempt to borrow money from fellow employees or employees of the client
- Not use the telephone, cell phone, computers, email or other devices or programs for personal or unauthorized purposes
- Not use threatening, abusive or insulting language
- Remain awake and alert at all times during their tour of duty
- Not argue controversial subjects
- Answer the telephone as instructed and write all messages
- Not open drawers in cabinets, desks or other storage places unless authorized
- Not remove, rearrange or read material left on desks or cabinets unless authorized or allow any unauthorized person to do so
- Not read while on duty, except material furnished for instruction and in connection with the performance of their job
- Not conduct outside business at the employment location or while in company uniform
- Not smoke in prohibited areas or in view of the public and adhere to the general client rules and any laws that regulate smoking
- Not behave in a disrespectful manner toward the public or fellow employees

All G4S employees are prohibited from behavior and conduct that includes:

- Associating knowingly or dealing with any person or organization that advocates or fosters hatred or prejudice against any racial or religious group
- Associating knowingly with any person engaged in unlawful activities
- Drinking intoxicants immediately prior to or while on duty, if unarmed, or 12 hours prior to or while on duty, if armed, or at any time to the extent of becoming unfit for duty
- Entering premises where intoxicants are sold while in an identifiable company uniform
- Reporting for duty with the odor of alcohol on their breath
- Using narcotic or habit-forming drugs, unless prescribed by a licensed doctor
- Playing cards or video games, or engaging in other such activity, on the client's premises
- Authorizing use of their name and title on photographs of them in uniform for an advertisement, endorsement or subscription for any company without the written permission of G4S Secure Solutions USA

The *Security Officer Handbook* outlines G4S' range of disciplinary action and identifies the types of prohibited conduct that serve as grounds for immediate dismissal. The handbook also covers attention to duty, duty and respect, customer service, obeying laws, professional image, punctuality and attendance, and orders.

Corporate Policies and Procedures

G4S has set policies and procedures that each employee and local office are obligated to follow. These include:

- Selection and Hiring
- Wage, Hour and Expense
- Benefits, Services and Training
- Time off and Leave of Absence
- Equal Employment Opportunity
- Personnel Action Policies
- Employee Conduct Policies
- General Security, Emergency Planning and Safety Policies
- Corporate Information and Public Relations
- G4S Retail Solutions Policies
- Regulated Security Solutions/Nuclear Policies
- Accounting, Credit and Collections
- Purchasing and Property
- Office Administration and Recordkeeping
- Legal, Risk and Claims
- Security Services: Physical Security, Sales and Operations

These policies ensure that we are able to provide excellent provision of security services and contract and legal compliance for each Customer. We are happy to provide further information regarding any specific policies.

HIRING STANDARDS / MAINTAINING EMPLOYMENT

STANDARD QUALIFICATIONS

All G4S employees must meet certain minimum qualifications, and many positions, including specialized officer programs such as Custom Protection Officer® and Upscale Security Officer, have additional requirements (as described on pages 9-11). The following basic requirements apply to all G4S security program personnel selected for Customer sites:

- Must be at least 18 years of age
- U.S. citizen or legal alien possessing appropriate work permit or visa
- Possess high school diploma or equivalent
- If previously employed, verifiable work history indicating dependability, reliability and teamwork skills; must not have been terminated from previous employment for misconduct or policy violation, unless documented extenuating circumstances can be provided
- If served in the military, must have been honorably discharged
- Trained and licensed in accordance with state and local requirements; must successfully complete all training required for the position
- Must not use illegal drugs and, to the extent permitted by law, be able to pass a drug test
- Fluent in English, written and spoken, or a language appropriate to the assignment; be clearly understandable via radio communication
- Able to pass background check, including criminal history and activity verification
- Possess valid driver's license (if motorized patrols required)
- Must be in good health, emotionally stable, mentally alert and able to perform job responsibilities; ability to operate under stressful situations
- Able to successfully complete a written, validated examination showing understanding of assigned duties; capacity to acquire good working knowledge of all job aspects
- Possess basic computer skills or security systems knowledge as required by the position
- Must provide a contact telephone number, have access to reliable transportation and be available in the event of an emergency

ALCOHOL- AND DRUG-FREE WORKPLACE

G4S is an alcohol- and drug-free workplace. As a government contractor, we have adopted a stringent policy. It is a violation of our Alcohol- and Drug-Free Workplace policy to use, possess, sell, trade, and/or offer for sale alcohol, illegal drugs, or other intoxicants in the workplace or to be on duty while under the influence of any of these.

To enforce the mandate of a drug-free environment, we:

- Publish and provide access to this policy, informing all employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees who violate the policy

- Establish a drug-free awareness program that makes employees aware of a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for substance abuse violations
- Notify employees that as a condition of employment they must a) abide by the terms of the policy statement; and b) notify the employer, within five calendar days, if the employee is convicted of a criminal drug violation
- Impose a penalty on any employee who is convicted of a reportable workplace drug conviction, up to and including termination

SERVICE LEVEL AGREEMENTS

G4S utilizes Service Level Agreements (SLAs) with many of our clients as a tool to measure our ability to meet and exceed their expectations. G4S welcomes the opportunity to continue partnering with the Department's Customers, discuss the security services they are requesting, and perform on-site assessments where necessary to determine the most cost effective combination of security officers and ancillary services. In this way, we will continue our ability to formulate tailored security solutions that suit each individual Customer's operating environment and addresses their objectives.

Some of the Customer SLAs we currently utilize include:

- Term of Service
- Contact Informant and Emergency Call Procedures
- Additions to the Contract SOW
- Customer-specific Deliverables
- Performance Measures
- Customer-specific Terms and Conditions

We will continue to enter into and fully comply with SLAs between our company and each Customer prior to the renewal of a contract or the start of new service at their location. When executing an SLA between G4S and a Customer, we will verify the scope of work, billing and remittance instructions, and primary and emergency contact information is included and up-to-date. Further, in the event of a termination, we are committed to working with each Customer for a smooth transfer of all related documents, records, and other property.

CUSTOMER SERVICE

The G4S management team's immediate accessibility to the Department's Customers distinguishes us from other providers. Operating with a flat organizational structure ensures expedited response times for the Customer. We continue to provide clear accountability and a path of communication, enabling Customers instant access to local office, regional, and corporate leadership to facilitate an expedited response and full resolution of any security or customer service needs that may arise.

CONTRACT ADMINISTRATION CONTACT

Our primary point-of-contact for the Department and Customers regarding contract administration and financial matters will continue to be Jennifer Kuchler.

Jennifer Kuchler
Shared Services Manager, South Florida
jennifer.kuchler@usa.g4s.com
Office: (561) 994-0358
Cell: (561) 386-0469

FLORIDA OFFICE CONTACTS

The primary point-of-contact for Customer operations are the Market Leaders for Florida, their contact information and assigned areas are outlined in the table below:

MARKET LEADER	LOCAL G4S OFFICE
North-Central Florida Market **Roger Sulimirski, General Manager** **Office: (904) 398-1640** **Cell: (904) 631-0928** **roger.sulimirski@usa.g4s.com**	**Jacksonville Area Office** 3974 Woodcock Drive, Suite 100 Jacksonville, FL 32207 Office: (904) 398-1640
	Orlando Area Office 3452 Lake Lynda Dr., Suite 250 Orlando, FL 32817 Office: (407) 207-3221
	Pensacola Area Office One University Plaza 7282 Plantation Road, Suite 203 Pensacola, FL 32504 Office: (850) 857-0076
South Florida Market **John D'Agata, Senior Vice President** **Office: (561) 994-0358** **Cell: (561) 239-9933** **john.dagata@usa.g4s.com**	**Boca Raton Area Office** 1225 Broken Sound Pkwy. NW, Suite E Boca Raton, FL 33487 Office: (561) 994-0358
	West Palm Beach Area Office 525 NW Lake Whitney Place, Suite 102 Port St. Lucie, FL 34986 Office: (561) 622-0514
	Fort Lauderdale Area Office 6499 Powerline Road, Suite 300 Ft. Lauderdale, FL 33309 Office: (954) 771-5005
	Miami Area Office 7235 Corporate Center Drive, Suite A Miami, FL 33126 Office: (305) 266-2004

MARKET LEADER	LOCAL G4S OFFICE
Southwest Florida Market **Jim Parrish, General Manager** **Office: (813) 289-9459** **Cell: (813) 267-7522** **jim.parrish@usa.g4s.com**	**Fort Myers Area Office** 13461 Parker Commons Blvd. Suite #200 Ft. Myers, FL 33912 Office: (239) 768-0808
	Sarasota Area Office 5971 Cattleridge Blvd., Suite 101 Sarasota, FL 34232 Office: (941) 371-5150
	Tampa Area Office 405 North Reo, Suite 150 Tampa, FL 33609 Office: (813) 289-9459

In addition to the dedicated support contacts at local G4S offices, the *G4S Risk Operations Center (ROC)*, our fully-staffed, 24/7 call center provides Department Customers an additional means of communication for any support request they may have.

ACCOUNT SUPPORT AND MANAGEMENT

Each Customer security project is operated by management and personnel from designated G4S Florida offices. Local office support for the Customer includes the following and more:

- Recruitment and hiring
- Background screening
- Pre-assignment testing
- Classroom training
- On-the-job training
- Supervision
- Continuing education
- Equipment procurement
- Customer support
- Review/write post orders
- Inspections and quality control
- Payroll & admin functions
- Providing uniforms

Market leaders for G4S' Florida Regions oversee a team of operations management, trainers, and human resources staff. Each G4S Florida office is equipped to employ thousands of security professionals who provide tens of thousands of service hours per week.

POSITION	DUTIES
Market Leaders	Our market leaders lead security program operations and customer support in their areas. They directly manage local operations, training, and human resources personnel to ensure all office functions continue smoothly. GMs are heavily involved in the management strategy, quality assurance, and the ultimate success of the Customer's security programs.

POSITION	DUTIES
District Managers	District managers maintain all operational aspects of Customer's programs in their areas. They are the primary point of contact for the day-to-day needs of the Customer's security program. Working under the market leader, they perform, among many other duties: ▪ Post-specific training ▪ Officer scheduling, supervision, mentoring, and discipline ▪ Contract compliance and program performance management
Training Managers	Training managers are career security professionals credentialed to deliver G4S' proprietary security training, developed in-house to include the latest technologies and best practices and meet all State of Florida licensing requirements. Training managers collaborate with operations and human resources personnel to standardize and provide the following training across the Customer's security programs: ▪ Pre-assignment and continuation training ▪ Career and leadership development ▪ Customer-specific trainings that address specific post requirements
Human Resources	Our local human resources personnel ensure smooth transitions, hiring, and ongoing support. They managing the following activities: ▪ Screening, hiring, and onboarding ▪ Conducting background checks ▪ Scheduling physical and psychological exams, and drug screens ▪ Coordinating uniforms, payroll, and other functions HR works closely with G4S operations personnel overseeing the Customer's programs to ensure we meet all requirements and document performance for Department and Customer review.

Key Personnel Biographies

- **Eddy Esquivel, Executive Vice President of the Southeast Region,** oversees G4S operations in our Southeast Region. Eddy joined G4S in 1993 as a security officer. Over the decades, Eddy has held management and operational leadership roles throughout our organization's Florida and Latin America regions before reaching his current role in 2018. Eddy maintains a Florida Private Security/Investigative Agency License; has served as president of the Florida Association of Security Companies (FASCO) and chairperson of the Private Investigation, Recovery and Security Advisory Council (PIRSAC); and is member of ASIS International.
- **Roger Sulimirski, CPP, General Manager/Market Leader**, leads client relations and operations in the North Central Florida Market. Roger joined G4S in 2005, following 17 years of security management and operations experience specializing in leadership recruitment, regulatory compliance, and workforce oversight. Roger maintains a Florida Private

Security/Investigations Agency License; has served as treasurer, vice-chairman, and chairman of ASIS International, Jacksonville chapter; and volunteers for the Jacksonville Fire & Rescue Department's Community Emergency Response Team.

- **John D'Agata, Senior Vice President/Market Leader**, provides executive oversight for the South Florida Market. John joined G4S in 1991 and began his career as a Custom Protection Officer® after serving as a Sullivan County Deputy Sheriff in New York. John quickly moved up the ranks holding numerous operational and management positions with G4S. John is a member of ASIS International, Community Association Institute, Florida Communities of Excellence, National Association of Chiefs of Police, Fraternal Order of Police, and the Florida Sheriff's Association. In October 2014, John was appointed to the Board of Directors as Executive Vice President for the Florida Association of Security Companies (FASCO). In February 2016 John was nominated to the Private Investigation, Recovery and Security Advisory Council (PIRSAC) by the Department of Agriculture commissioner, to represent large scale contract security providers in Florida.
- **Jim Parrish, CPP, General Manager/Market Leader**, oversees Customer relations and personnel for the Southwest Florida Market. Jim joined G4S in 1998, following 10 years of service with the Tampa Police Department. Jim is a licensed private investigator in the State of Florida and a Certified Protection Professional (CPP). He is a member of the Association of Certified Fraud Examiners (CFE); the Police Benevolent Association (PBA); Retired Police Officers Association (RPOA); and ASIS International.

CONTRACTOR INSPECTIONS

Effectively supervising personnel across multiple Customer facilities begins with crafting and deploying the right supervisory structure, ensuring sufficiently robust supervisory resources to oversee all personnel. G4S believes that with the supervisory staff structure we have implemented for the Department's Customers, including District Managers, Site Supervisors, and Shift Supervisors, this first step has been readily achieved.

Part of our continued commitment to each Customer's security program is our ability to conduct random, on-site inspections and technological monitoring of our personnel assigned to their site(s). All personnel are inspected for uniform appearance, familiarity with Post Orders, emergency procedures, and site-specific knowledge on an ongoing basis. We implemented the following steps to ensure that the security team is performing up to G4S and Customer standards:

- **Scheduled Inspections by On-Site Supervision:** on-site supervisors, including roving supervisors, perform planned inspections on a set basis to ensure quality and Customer contract compliance. Inspection reports are available for review on G4S Insight.
- **Unannounced Spot Checks and Inspections by On-Site Supervision:** on-site supervisors perform unannounced inspections to confirm service excellence at all times. Any required corrective action is taken immediately. Inspection reports are available for review on G4S Insight.
- **Site Audits by Local Management:** management from the local G4S office is responsible for performing announced and unannounced visits to Customer sites to confirm that services are properly delivered. Audit results are available for review on G4S Insight.

- **Use of Secure Trax Post Management:** Secure Trax®, our mobile-ready post management platform, has improved officer effectiveness and logs performance data. Officers assigned to Customers sites are equipped with Secure Trax, allowing them to record their presence on duty shifts, log tours and inspections, receive security alerts, and report incidents, and observations in real-time.

G4S SECURE TRAX®

Our handheld post management technology for security officers, G4S Secure Trax® integrates with our proprietary reporting technologies to provide Customers with multi-faceted reporting and real-time communication throughout their security program. Security officers use handheld devices with custom-built Secure Trax software to engage in a wide range of applications — from labor scheduling and duty shift check-in to logging incidents and performing inspections — providing Customers with actionable information for immediate use. Secure Trax also provides communication, with functionality as a cell phone, two-way radio, and guard tour system.



Secure Trax is a mobile officer management platform used by G4S security officers and supervisors. It includes tools for creating security perimeters, reporting incidents, logging patrols, time and attendence, report writing, note takeing and communication. Data gathered by the platform is reported through G4S Insight, a customer web portal.

Secure Trax Features

- **Officer Check-In and Out** - Officers using Secure Trax check in to their duty shifts using GPS coordinates or the RFID capability, allowing G4S supervisors to verify post coverage in real time. Check-in discrepancies result in an immediate notification sent to the G4S supervisor on duty and G4S Communications Center to ensure quick and proper action is taken.

- **Daily Activity Reports** - Security officers log all duty shift activities — including visitor assists, patrols, scheduled and random equipment inspections, incident responses — for compilation into a daily activity report (DAR), which recounts all officer activities and events from a Customer's site on a particular day.
- **Safety Inspections** - Security officers use Secure Trax to populate safety inspection information during security site tours. Each inspection is logged and viewable by Customers via their security web portal. Safety or code violations, if any, are noted and transmitted immediately to pre-determined Customer security or safety representatives and G4S supervisors.
- **Incident Notification** - Upon encountering an incident, officers use Secure Trax to quickly enter a report synopsis summarizing important information such as the category of incident, persons involved, and police involvement. Digital photos can be attached. The incident report is then automatically transmitted to pre-defined recipients based on the category or severity of incident. For example, senior security management would be notified instantly of any critical incidents, while building maintenance would be notified of simple property issues. Incident notifications are integrated with G4S' incident tracking program, which provides Customers with complete reporting on many important aspects of their security program.
- **Guard Tours** - Exterior guard tours are guided using the Secure Trax GPS tracking feature, while interior guard tours use near-field communication (NFC) technology to record the position of the device inside buildings. Secure Trax defines a series of locations within a Customer's site for an officer to regularly inspect while on patrol. These *guard tours* are loaded into Secure Trax when an officer checks in. An ongoing record of tour compliance is logged; missed tour activity results in immediate alert of the G4S supervisor. Incidents encountered along each tour are recorded, sending real-time notifications to specified parties for specific categories of incident. Records of officer tours and incidents are available to Customers via their secure security program portal.
- **GPS Tracking** - Secure Trax devices are equipped with GPS tracking, allowing the location of the device to be recorded at regular intervals. Device locations can be viewed in real-time on a digital map of the Customers site. By logging into a secure website, Customers can view officer patrols as well as complete histories of their movements. Pre-defined movement patterns may require officers to conduct patrols at specific times, with automatic alerts sent to G4S supervisors if a patrol is missed.
- **Geo-Fence Feature** - Secure Trax mapping function is used to define a virtual or *geo-fence* around the property an officer is to patrol. Instant alerts are then be sent to G4S supervisors if an officer has exceeded the defined perimeter.
- **Communications** - Secure Trax devices enable restricted communications among appropriate personnel, including the ability to use the voice-to-text function for incident capture. Secure Trax communication features include the following:
  - Push-to-talk
  - Email
  - Text messaging
  - Cell phone

- **Random Verification** - Random verification ensure officers on duty have their Secure Trax device in their possession while on duty. To verify compliance, a random number is displayed on the Secure Trax device screen accompanied by an audio alert. The officer must re-enter the number into the device within a specific time period. Non-responses and unsuccessful attempts are logged and sent to the G4S supervisor on duty.
- **Panic Button** - Officers can press a silent button to notify G4S of a distress situation. Panic notifications are instantly sent via email and text message to the G4S supervisor on duty and the G4S Communications Center.

UNIFORMS AND EQUIPMENT

Officer appearance is a critical element of any program's success, creating a presence of authority and a sense of confidence in the security staff, visitors, and the Customer. G4S will continue to work with each Customer to select appropriate styles and colors to ensure our officers uphold the Customer's standards and image.

We run a well-defined provisions program that supplies easy to maintain, wash-and-wear uniforms, including foul weather gear, and encourage the security officer to maintain a professional appearance. During pre-assignment training, officers are taught to how project a professional demeanor, including proper dress, grooming, and uniform care.

Our *Security Officer Handbook* outlines G4S' policy on maintaining a professional image and appearance as summarized below:

- You must be neat and clean while on duty. You must wear only the complete uniform as prescribed by your supervisor. Any uniformed security personnel who become pregnant will be provided with appropriate uniform clothing to maintain a professional appearance. The area or branch office will be responsible for acquiring maternity pants and larger shirts through the Purchasing Department.
- If issued a hat, it is part of the official uniform and must be worn. Hair must be neatly combed and cut to accommodate wearing of the cap. Men's hair length should not extend beyond the shirt collar. Women should wear their hair in a neat fashion. Regarding male facial hair, a neatly trimmed mustache that does not extend beyond the width of the mouth and the lower lip is permitted. Neatly trimmed side-burns that do not extend beyond the lower part of the ear lobe are also permitted. Uniforms must be clean and presentable at all times. Badges must be worn with appropriate uniforms. If lockers are provided, the badge and uniform may be kept on the client's premises. Leather and brass must be polished.
- No insignias, emblems, buttons, or items other than those issued by the company may be worn on the uniform without expressed permission.
- Shoes must be made of black leather or comparable material. They must be polished. The shoe style must allow for safe and free movement as determined by your supervisor.
- Facial jewelry such as eyebrow/nose/lip rings, tongue studs, etc., are not professionally appropriate and must not be worn during working hours or anytime when in uniform. Earrings on men or oversized earrings on women are not permitted. Visible tattoos are not permitted.

Formal inspections by shift and area supervisors identify uniforms needing replacement, repair or new issue. Newly issued and replacement uniforms are provided at no cost or deposit to the security officer. The uniforms provided are in accordance with Florida Statutes section 493.6305 and clearly identify the employee as a security officer working for G4S, including a picture ID badge, unless the requirement is waived by the Customer.

Below are examples of available uniform styles, including CPO police-style, USO police-style, soft polo options, and the professional blazer. Additional options are available upon negotiation with a Customer and review of their specific requirements.



G4S standard equipment for USOs and CPOs includes the following, unless otherwise specified by a Customer's SLA:

- Long/Short Sleeve Shirts
- Tie
- Pants
- Windbreaker
- Foul Weather Gear
- Chest Badge
- Redundant Communication Devices (Secure Trax/cellphone and Radio)
- Stetson Hat, Strap, and Badge
- Inner and Outer Belts and Belt Keepers
- Whistle, Hook, and Chain
- Handcuffs and Case
- Holster and Ammo Pouch (Armed CPO only)
- Firearm (Armed CPO only)
- Protective (Ballistic) Vest (Armed CPO only)

KEYS AND ADDITIONAL EQUIPMENT

G4S recognizes that keys and access cards are required for some sites and are the property of the Customer. G4S understands that we are responsible for securing and maintaining the keys and access cards in good working condition and replacement expenses if they are lost. In the event of a lost key or access card, the officer will submit a report documenting the loss.

G4S acknowledges some Customers issue additional equipment or provide designated office space in order to provide the security services outlined in their specific SLA. We understand that we are responsible for the care and proper use of the provided equipment/office space. Should damages occur due to the fault of a member of our security team, we understand that we are responsible for repair or replacement.

CERTIFICATE OF INSURANCE

G4S maintains a comprehensive insurance policy program that includes commercial general liability, automotive, workers' compensation and employer's liability, as well as a range of additional coverages. Although G4S maintains insurance that exceeds most Customers' requirements, these vary from account to account and are typically identified in the written agreement. G4S will provide evidence of insurance in the form of certificates, endorsements and policy declaration pages upon request. Please see our sample Certificate of Insurance on the following page.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/21/2019

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

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

PRODUCER Willis of Florida, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED G4S Secure Solutions (USA) Inc. 1395 University Blvd. Jupiter, FL 33458	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : National Union Fire Insurance Company of P — 19445 INSURER B : New Hampshire Insurance Company — 23841 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W12959241 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GL 686-24-20	10/01/2019	10/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ Excluded $ 1,000,000 $ 1,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	CA 499-32-50 (AOS)	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC 017-51-5817 (AOS)	10/01/2019	10/01/2020	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

See Attached:

CERTIFICATE HOLDER

G4S Secure Solutions (USA) Inc.
1395 University Blvd.
Jupiter, FL 33458

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis of Florida, Inc.		G4S Secure Solutions (USA) Inc. 1395 University Blvd. Jupiter, FL 33458
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Automobile Liability Policy:
Insurance Carrier: National Union Fire Insurance Company of Pittsburgh
All Limits Apply Per Policy
Policy Numbers: CA 499-32-51 (VA) & CA 499-32-53 (MA)
Policy Term: 10/01/2019 - 10/01/2020
Combined Single Limit: $1,000,000 - Any Auto

Workers' Compensation and Employer's Liability Policies:
All Limits Apply Per Policy
Workers' Compensation and Employer's Liability policies are effective 10/01/2019 and expire 10/01/2020.

Insurance Carrier: New Hampshire Insurance Company
Policy Numbers: WC 017-51-5812 & WC 017-51-5813 (MA,WI)
Applies Per Statute
E.L. EACH ACCIDENT $1,000,000
E.L. DISEASE - EACH EMPLOYEE $1,000,000
E.L. DISEASE - POLICY LIMIT $1,000,000
WC 017-51-5813 (MA,WI) Includes Stop Gap. WC 017-51-5812 applies to AZ, IL, KY, NC, NH, NJ, PA, UT, VA, and VT.

Insurance Carrier: American Home Assurance Company
Policy Numbers: WC 017-51-5815 (CA)
Applies Per Statute
E.L. EACH ACCIDENT $1,000,000
E.L. DISEASE - EACH EMPLOYEE $1,000,000
E.L. DISEASE - POLICY LIMIT $1,000,000

Insurance Carrier: Illinois National Insurance Company
Policy Numbers: WC 017-51-5816 (FL)
Applies Per Statute
E.L. EACH ACCIDENT $1,000,000
E.L. DISEASE - EACH EMPLOYEE $1,000,000
E.L. DISEASE - POLICY LIMIT $1,000,000

Excess Workers' Compensation and Employers Liability Policy:
Insurance Carrier: New Hampshire Insurance Company
Policy Numbers: XWC 556-56-52 (OH)
Policy Term: 10/01/2019 - 10/01/2020
E.L. EACH ACCIDENT $1,000,000
E.L. DISEASE - EACH EMPLOYEE $1,000,000

RE: Evidence of Insurance

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SR ID: 18552746 BATCH: 1377349 CERT: W12959241

TRAINING

Property, safety, and lives depend upon how well our security officers understand instructions and apply their training. Through a combination of pre-assignment coursework, tailored on-site instruction, and continuing education, G4S prepares our officers to join a Customer's security program and further hones their skills and effectiveness.

Our training community seeks to continually improve officer learning, which fosters greater engagement, lower turnover, and better performance. Ongoing refinement of our instructor development programs and teaching methods keeps our officer training among the best-taught, most comprehensive, and up-to-date in the security industry year after year.

G4S NORTH AMERICA TRAINING INSTITUTE

Officers in training attend live courses administered through *G4S North America Training Institute* (NATI), the security industry's only certified corporate university. NATI has received numerous awards for its effectiveness and leadership. NATI is accredited by the International Organization of Standards (ISO).[1] G4S officers complete over 905,500 hours of NATI training each year.

NATI instructors are seasoned security professionals who hold State of Florida Class DI trainer's licenses. Each instructor possesses a minimum three years' verifiable classroom experience and has completed at least 88 hours of G4S Instructor Certification Training.

NATI Training Facilities

With the support of NATI's Corporate Learning and Video Conferencing Solutions centers, each local G4S office maintains the ability to train up to 15–20 officers per classroom, with additional conference room space to accommodate larger groups. Training facilities are equipped with flat-screen televisions, presentation computers, and internet access.

NATI Field Training Officers

NATI field training officers must possess three years' verifiable classroom instructor experience and hold a bachelor's degree or higher in education, organizational development, instructional design, curriculum development, or a related field. They must also complete State of Florida mandated training necessary to obtain a Class DI instructor's license.

G4S security personnel are trained through our corporate university, which has received numerous accolades, awards, and certifications, with the most recent being:

- ***Leadership Excellence and Development Awards (L.E.A.D.),*** *#1 Best Corporate University Program (2018): G4S North America Training Institute, for excellence in leadership development through a formal corporate university program.*
- ***Training Magazine,*** *Top 125 Training Organization*
- ***Chief Learning Officer Magazine,*** *LearningElite Award for learning and leadership development programs and their use of technology, executive buy-in, content development and delivery.*
- ***Association for Talent Development (ATD),*** *ATD BEST Award, Excellence in Employee Learning and Development for implementing innovative employee training and communication programs.*
- ***Elearning! Magazine*****,** *Learning! 100 Award*
- ***The Brandon Hall Group****, Brandon Hall Excellence Award, Best Unique or Innovative Learning and Development Program*

[1] NATI is ISO 9001:2015 registered for its training programs.

In addition, field instructors must pass G4S Instructor Certification Training. This 88-hour curriculum comprises 48-hours of Custom Protection Officer® training, including the following courses:

- FEMA Basic Instructional Skills for Trainers
- EMS/American Heart Association (AHA) First Aid, CPR, and AED for Instructors
- Business Ethics and Compliance
- Safety
- Dale Carnegie Excellence in Customer Service

PRE-ASSIGNMENT TRAINING

Prior to their first day at a Customer site, all new security officers complete *pre-assignment training* covering the duties, physical requirements, technologies, and other demands they will face as security officers. Courses are taught by certified security training instructors who take questions and lead participants in a security-focused curriculum.

Each Customer's security program officers receive the following pre-assignment training:

State of Florida Pre-assignment Training

SUBJECT	LESSON PLAN	HOURS
Introduction	G4S Orientation & Training Overview	1
Florida Law	Private Investigative Security & Repossession Activities, Schools; Fla. Admin. Code R. 5N-1 Private Investigative, Private Security & Repossession Services; FLA. STAT. § 493 Legal Issues & Liability Courtroom Procedures	5.5
Life Safety	Basic Emergency First Aid Emergency Procedures Fire Detection, Suppression & Life Safety EMS Safety First Aid, CPR & AED Training & Certification	11
Physical Security	Access Control Patrol Techniques Observation Techniques & Report Writing Interviewing Techniques Crime and Accident Prevention Techniques & Practices Crime & Accident Scene Protection Terrorism Awareness (I & II) Fundamentals of Personal Security Traffic Direction Crowd Control Special Problems for Security High-rise and Mid-rise Buildings	24

SUBJECT	LESSON PLAN	HOURS
Interpersonal Relations	Dale Carnegie Customer Service Excellence at G4S Ethics and Professional Conduct Public Relations Americans with Disabilities Act Interpersonal Communications Professional Communications	6.5
Training Assessment	Instructor Evaluation Final Coursework and Exam	2
TOTAL HOURS		**50**

State of Florida Armed Security Officer Training

G4S ensures our armed security officers assigned to Customer sites meet all requirements set forth by the State of Florida, including:

- Possess a current Class “D” security license issued by the State of Florida
- Successful completion of 28-hours of classroom training and range qualification, led by a Florida licensed Class “K” firearms instructor
- Armed officers shall have and maintain a current and valid Class “G” security license issued by the State of Florida
- Successful completion of four-hours of range recertification annually

G4S stresses constant training, especially where armed security officers are concerned. We believe this helps keep our officers safe from physical injury and from exposure to the court system in the form of civil liability, ultimately helping to protect our company, the Department, and Customers.

Dale Carnegie Security Service Training

We have joined with Dale Carnegie Training, a learning institution specializing in leadership and communications, to develop a customer service training curriculum for the security industry. This course teaches security officers to better engage with Customer’s visitors and patrons so that they will make better first impressions, build loyalty for Customer’s brands, and make the Customer’s security presence as welcoming and helpful as it can be. All officers receive at least two hours of this instruction during pre-assignment training, with advanced customer service training available.



The Dale Carnegie training course fosters positive customer relationships and improves the communications skills of our security force, emphasizing attentiveness, assertiveness and courteousness on duty. The training teaches how to break through the misconception of security officers as unfriendly

"rule enforcers" by elevating the level of service provided to guests and customers. Participants demonstrate their learning to instructors by engaging in scenario-based interactive activities.

First Aid, CPR & AED and Bloodborne Pathogens Trainings

G4S has partnered with EMS Safety Services and the American Heart Association (AHA) to provide both *First Aid-CPR-AED* training and *Bloodborne Pathogens* training to G4S employees nationwide. G4S NATI is the country's largest AHA-partnered corporate training center, with over 1,200 instructors who lead trainings. Since G4S began providing first aid training to officers in 2009, we have certified over 230,000 G4S employees. Last year officers saved 51 lives using first aid.

First Aid, CPR & AED Training

G4S First Aid, CPR & AED course is based on the *2015 ILCOR International Consensus on CPR and ECC Science with Treatment Recommendations*, *2015 AHA Guidelines for CPR & ECC* and the *2015 AHA/Red Cross Guidelines for First Aid*. Our first aid courses prepare security officers to provide first aid and CPR and use an automated external defibrillator (AED) in a safe, timely and effective manner.

Participants learn the following:

- Recognizing when CPR is needed and performing high-quality CPR on adults and children
- Giving effective breaths using mouth-to-mouth or a breathing mask
- Helping a choking adult, child or infant
- Using an epinephrine pen
- Controlling bleeding and using bandages
- Recognizing elements of common injuries and illnesses
- Using protective equipment such as gloves and waste disposal bags
- Describing their actions and recognizing the legal questions that apply to first aid rescuers

Upon completing the learning portion, participants complete a hands-on skills session under the supervision of a certified first aid instructor. Officers who pass this training receive a course completion card, valid for two years.

Bloodborne Pathogens Training

Bloodborne Pathogens training prepares G4S security officers to protect themselves and others from exposure to blood, take action to clean and dispose blood and blood-containing materials, and properly documentation and reporting procedures. This course is designed specifically for occupations with an increased chance of coming into contact with bloodborne pathogens, such as a security officer.

Participants learn the following:

- Strategies for staying safe when facing an potential occupational exposure incident
- Taking proper precautions when handling materials, including using protective equipment, cleaning, and steps to prevent the possibility of exposure or infection
- Recognizing warning signs and interpreting hazard labels
- Handling and disposal of sharp objects and blood-containing items

ADA Training

G4S provides all security personnel with *Americans with Disabilities Act (ADA) Title III* training as part of our pre-assignment training curriculum. During this section of orientation, the instructor provides an overview of ADA Title III, equal treatment, and discrimination prevention. The implementation of policies and procedures and how to meet the requirements for ADA compliance are also reviewed. In addition, officers are trained on how to treat service animals and common mistakes to avoid when assisting those with a disability.

High- and Mid-Rise Building Training

The 16-hours of high- and mid-rise building training is covered in pre-assignment training for all officers assigned to a contract for the Department's Customers. The training program includes a review of the following topics specific to high- and mid-rise buildings:

- Building Security & High-Rise Security Comparison
- High-Rise Building Defined
- Loss Prevention in High-Rise Buildings
- Fire & Life Safety
- Patrol Function in High-Rise Buildings
- Key Physical Areas (Outside, Inside, Public Access, Stairwells, Elevators, Offices, Executive Floors. Storage and Maintenance Areas)
- Accident Prevention
- Emergency Situations
- CCTV & Alarms

Driver Safety Training

G4S' safe driving program will be provided to those officers assigned to a patrol vehicle. With practical exercises and applied learning, officers in this program will be presented with two hours of training covering: putting safety first and patrol vehicle safety driving. Following the training program, officers will conduct a test drive under the observation of a G4S trainer.

ON-THE-JOB TRAINING

Because each Customer's site is different and every post is unique, *on-the-job training* (OJT) is a critical component of ensuring lessons from training are applied in the field. Once on site, officers begin a customized hands-on and supervised, 16-hour training program that relates their preparation to the Customer's-specific challenges.[2]

IN-SERVICE / REFRESHER TRAINING

Learning does not end after pre-assignment and on-the-job training. *In-service* or *refresher training* updates officers on the direction the Customer's security program is taking, communicates changes to policies and procedures, and ensures officers understand how new policies affect how they

[2] G4S will provide additional OJT upon request at applicable overtime rates.

perform their jobs. Refresher training of eight-hours for USOs and 16-hours for CPOs covering the topics outlined by the Department in section 13.5.1 of the RFP is delivered by G4S site supervisors and local trainers. Local personnel also work with Customers to determine any additional required subject matter for their site. This training occurs quarterly, annually or as outlined in the SLA for each Customer.

ON-SITE SUPERVISOR TRAINING

On-site supervisors occupy a position of importance and trust and are expected to take on additional responsibilities and meet higher performance expectations. This is so that your on-site supervisors will not only be great employees, but also leaders who Customer's officers can look up to and learn from.

Quarterly supervisor training is critical to successful security program operations. Every Customer's supervisors complete G4S' *Supervisor Development Training Program*, which instructs in the management of frontline security officers, delivery of high-quality security services, and other leadership principles and theory.

MANAGEMENT TRAINING

A strong security culture begins with management, cultivating leaders and promoting from within are crucial to a security program's success.

Leadership Training Program

G4S officers who demonstrate leadership potential are selected to enroll in our *Leadership Training Program*, an employee management- and retention-focused curriculum G4S officers must pass before entering supervisory positions. Officers enrolled in this program learn to perform the following functions:

- Analyze turnover trends in the security industry and their related costs
- Explore the relationship between employee satisfaction and turnover
- Examine the first-line supervisor's role in influencing officer retention
- Study employee onboarding and its role influencing officer retention
- Instill cultural diversity and equal treatment as values that enhance employee satisfaction and retention

Leadership training presents the case for lowering turnover by citing the costs, cases, and causes of terminations. Enrollees will also participate in a discussion led by the regional vice president on how their region could lower turnover while retaining the best performers.

Other Leadership Resources

Entry-level G4S supervisors are provided our *Leadership for Supervisors and Managers Manual*, whose 27 chapters cover a range of issues, procedures, and situations security managers must routinely negotiate. First-line supervisors are enrolled in the G4S *First Line Supervisor and Manager Certification Program* and receive additional training in employee engagement, team management and leadership.

In addition, officers receive access to many leadership training modules through the G4Su online learning management system. These courses include interactive exercises, test portions, and tools and worksheets that help participants apply the material to real world, on-on-job situations.

ANCILLARY EQUIPMENT

For those Customers who require the use of a vehicle in their SLA, G4S offers a full fleet of service vehicles that are made available. Motorized vehicle options include SUVs, 4WD vehicles, fuel-efficient cars, golf carts, and personal transportation vehicles. Included within the cost of these vehicles are the lease, maintenance, fuel, G4S decal package, and light bars.

G4S offers a police-quality bicycle for those Customers who require patrol bicycles in their SLA. Included within the cost of these bicycles would be the lease, maintenance, G4S decal package, and associated equipment.

BACKGROUND SCREENING AND RECORD RETENTION

G4S verifies all employees and subcontractors performing work under the contract comply with all security and administrative requirements of the Department and each Customer's SLA.

OFFICER SCREENING PROCESS

G4S uses a rigid background screening process for all officers that includes a comprehensive criminal check based on 10 years of residential history; social security trace; 10-panel drug test; and verifications of identity, work authorization, employment history, and highest degree completed.

The following provides detailed information on each step of our officer background screening process:

Identity Verification: Social Security Trace Report

The Social Security Number (SSN) trace compares the candidate's Social Security number to credit header and public records data, which helps to validate the information provided by the individual and may develop additional residential history and alias names not otherwise provided by the individual.

Criminal Check (7–10 years)

Criminal records searches are based on 10 years of Social Security trace report address history and include any federal or state court records on felony and misdemeanor convictions and pending cases in which the officer candidate was involved. Some jurisdictions limit how far back searches can go. Our criminal records searches cover a period of 7–10 years, depending on local restrictions.

In addition, G4S performs ongoing arrest monitoring on all current G4S officers.

National Criminal, Sex Offender, and Global Sanctions Check

G4S queries the names and aliases of officer candidates through a database that covers 2,200 jurisdictions for bookings and incarcerations and covers 70% of the incarcerated population. Names

and aliases are cross-referenced against the Federal Department of Justice, which includes registry data covering 49 states (NV is not available), District of Columbia and U.S. territories, as well as publicly available global sanctions, restrictions and exclusion records. These include the following:

- Office of Foreign Assets Control Specially Designated Nationals (SDN) and Blocked Persons List
- U.S. Department of State Foreign Terrorist Organizations List (updated monthly)
- America's Most Wanted Fugitive List (Wanted Fugitives through July 2012)
- Australian Department of Foreign Affairs and Trade (current sanctions; updated monthly)
- Canadian Public Safety (current listed entities; updated quarterly)
- Directorate of Defense Trade Controls Debarred Parties List
- European Union Terrorism Sanctions List
- Immigration and Customs Enforcement (ICE) Most Wanted / Current Offenders
- Interpol Most Wanted (updated monthly)
- MIPT Terrorism Knowledge Base (known terrorists through April 2008)
- Most Wanted List (updated quarterly)
- National Counterterrorism Center Comprehensive Terrorist List (updated semiannually)
- Naval Criminal Investigative Service (NCIS) Current Most Wanted Fugitives (updated monthly)
- Office of the Superintendent of Financial Institutions (OSFI) Canadian Sanctions List
- Palestinian Legislative Council List (records through September 2008)
- Royal Canadian Mounted Police Current Most Wanted (Updated Monthly)
- United Nations Consolidated Sanctions List
- U.S. Department of State Fugitives from Justice List: (from March 2014; updated semi-annually)
- U.S. Department of State Nonproliferation Sanctions

7 Years of Activity (Employment, Unemployment, Education)

As part of the background check, G4S verifies all professional and academic activity on a best-effort basis from the previous 7 years, including resolution of any gaps in employment that are 90 days or longer. We will verify highest level of education attained and may consult character references who are not relatives.

Military Service (DD214)

For those with military service, G4S will verify and review a copy of the long-form DD214, which provides military occupational specialty, rank at discharge, character of service, narrative reason for separation, and reenlistment eligibility.

Driver's License (DMV) Check

G4S verifies and reviews driving records, including licensing verification and traffic violation documentation, through state departments of motor vehicles for G4S officers whose duties involve operating a motor vehicle. Available information varies by state.

I-9 Verification

Verification of identity and employment eligibility is conducted at the time of hire by submitting Form I-9 information to E-Verify, a service of the Department of Homeland Security (DHS) and U.S. Citizenship and Immigration Services (USCIS).

Drug Screen

Candidates undergo an initial 10-panel drug test, with independent laboratory confirmation where appropriate, to detect use of:

- Amphetamine
- Methamphetamine
- Cocaine
- Marijuana
- Opiates
- Phencyclidine
- Barbiturates
- Benzodiazepines
- Methadone
- Propoxyphene

Physical Examination

Medical examinations for Custom Protection Officers, to include health history questionnaire, vitals, basic hearing and vision testing, and physical examination, are conducted by licensed physicians to determine the individual's physical and medical suitability to perform security officer duties.

Psychological Examination

G4S will administer the Minnesota Multiphasic Personality Inventory (MMPI-2) to Custom Protection Officer candidates prior to employment. G4S contracts with thoroughly vetted national providers to ensure the professionalism and integrity of the psychological examinations.

SECURE DATA

At G4S, we clearly understand the importance of maintaining confidentiality and providing procedural safeguards to protect the Department's and your Customer's confidential information. We maintain physical, electronic, and procedural safeguards focused on guarding their information. Our employees are subject to a corporate code of ethics and other policies that require maintaining the confidentiality of Customer information. All employees are required to review and sign-off on the *Security Officer Handbook*, which outlines our *Confidential Material Policy*.

We review and update these policies annually and continue to enhance and maintain prudent security standards and procedures to protect against unauthorized access or use of Department and Customer information and records. We limit access to Department and Customer records to a small number of authorized personnel and maintain a hierarchy approval system for access levels. Providing adequate physical protection for our customer sites provides first level support of our customer's privacy policies and is reinforced within our training programs and assessment protocols. Annual audits are conducted to evaluate current measures and identify areas of improvement.

G4S INTERNAL OPERATIONS AUDITS

The Internal Audit Department team determines whether G4S policies and procedures are properly designed and adhered to, with a focus on providing recommendations for improvement. The scope of the Internal Audit Department includes measuring operational efficiency and effectiveness, financial reporting reliability and integrity, and compliance with G4S policies, as well as deterring and investigating fraud, safeguarding assets, and evaluating compliance with laws, regulations and contracts. The department maintains a dedicated team that ensures all G4S field offices are audited at least once every three years and performs follow-ups as necessary.

Prior to beginning an audit, the department sends to the selected office an engagement letter defining the expected time frame, auditor and scope. Following an audit, findings are communicated to the office's market leader and the regional executive vice president, summarized and documented in a formal report along with any required actions. A follow-up review ensures remedial actions have been taken. Any actions found to be overdue are immediately reported to the Regional Audit Committee and the chief operating officer for action.

Major areas included in most audits are as follows:

- Payroll
- Contract compliance
- Pay and bill management
- EEOC and Affirmative Action
- Personnel file compliance
- I-9 validation
- CPO program compliance
- Asset management and control
- Adherence to statutory and internal safety policy and procedure
- Training fulfillment
- Documentation and control of all assigned weapons
- Validation of armed and unarmed security officer licenses

RECORD RETENTION

G4S maintains officer records through our PeopleSoft enterprise resource planning (ERP) system, which logs all documentation and training progress, including the following:

- Recruitment
- Pre-assignment
- New hire orientation
- On-the-job training
- Client-specific training
- Ongoing/refresher training

These records contain training course descriptions, date completed, grades earned, and completion status. It also contains information on annual refresher training to ensure that all training remains current. In addition, G4S' online Learning Management System (G4Su) tracks employees' value-added advanced training.

Validation of current training is provided through a combination of controls and processes. All security personnel's training records are maintained and updated via the G4S integrated PeopleSoft ERP.

On a weekly basis, continuous improvement meetings are conducted by each G4S office which reviews critical data from G4S' integrated PeopleSoft ERP, including training requirements. In addition to weekly continuous improvement meetings, weekly post visits and inspections occur to ensure officers are compliant with training requirements and are satisfactorily performing to the objectives of their training. If they are not performing to or above expectations, retraining will be made available. Department and Customer management personnel can request to review the officers' training record at the local office or have access to training compliance reporting and activity on G4S Insight, online management portal.

STAFF ASSIGNMENTS

G4S prepares a staffing plan for each Customer that effectively utilizes full-time officers based on the total hours of service required per week. In general, this means assigning one security officer for every 32–40 hours of service required at each Customer site and arranging post assignments to minimize the need for part-time and overtime personnel. A supervisor is allocated for every eight to 10 security officers.

SCHEDULE MONITORING



The local G4S District Manager manages the weekly work schedule (i.e., Post Assignments). Officers are notified each Thursday no later than 1500 hours. The District Manager will provide schedule changes to officers at least 72 hours in advance of any proposed change. G4S understands that in some unforeseen circumstances, e.g., unscheduled coverage or emergency coverage may require temporary increases in security services. Our scheduling flexibility through our team of cross-trained officers allows for these reassignments in the Labor Scheduling System. The principal features of our Labor Scheduling System are provided below:

- **Scheduling Based on Officer Availability:** The system tracks each officer's total hours per week across all G4S accounts. If an officer's total hours exceed a threshold (e.g., 40 hours), they will be in overtime and unavailable. Their records will be highlighted throughout the scheduling system and enable the District Manager to make a change and avoid overtime. The system also tracks breaks and relief coverage.
- **Scheduling Based on Job Experience:** The system tracks how many times an officer has worked at a particular post in the past and the total hours worked. When selecting an individual to cover an open post, this quickly allows the District Manager to identify those officers who have experience working at a Customer site. This feature will allow us to ensure our commitment to maintain a qualified backup / flex-force for short term additional services and for emergencies and unexpected events.

- **Officer Dismissal Maintenance:** The system enables the District Manager to dismiss an employee from working at particular sites and captures the reasons why. The system will prevent scheduling an officer who has been dismissed.
- **Recognition of Scheduling Conflict:** The system tracks an employee's schedule across all G4S accounts. The system flags the schedule if the individual is scheduled at multiple locations or posts for the same period. The employee's records are highlighted in the system and will alert the supervisor of a conflict.
- **Real-Time Open Post Reporting with Time and Attendance Interface:** G4S' Time and Attendance interfaces with our Labor Scheduling System in real-time. Details of an employee's time and attendance can be viewed online within the actual schedules. Supervisors monitor open posts through the system's time and attendance reports. The system also sends notifications to supervisors for open posts.
- **Master/Actual Schedules (Permanent/Temporary Assignments):** The District Manager permanently assigns employees to Customer sites and shifts through the master schedule. Each week, the master schedule is rolled over to an actual schedule where updates are made to account for temporary changes in assignments. The master schedule remains untouched by the weekly updates and is used to ease the creation of future actual schedules. By allowing the District Manager to define multiple master schedules, the system helps with managing schedules that are on a weekly or monthly rotation.
- **Automated Interfaces:** HR, Contract Management, and Payroll Systems: G4S' Labor Scheduling has programmed interfaces that eliminate dual entry of officer and job data. This eliminates data entry errors in payroll that lead to billing errors.

Our HR System ensures that a security officer that is being assigned to a Customer site, even on a temporary basis meets all of the Department's requirements.

STAFFING REQUIREMENT AND SECURITY GUARD TURNOVER RATE

TIME & ATTENDANCE SYSTEM

G4S' *Time & Attendance* eliminates paper records for time and attendance. It avoids data entry errors, and provides our supervision instant notifications for post coverage. The Time & Attendance platform also generates hard copies of time and attendance reports, for example, which we use as a quality check against invoices for the Department.

G4S' Time & Attendance allows officers to check into their duty shifts using Secure Trax® or other methods, including by web browser or telephone, and provides the Department and Customers with:

- **Prevention of scheduling issues:** Time & Attendance integrates with Labor Scheduling to confirm post coverage in real time. G4S supervisors are automatically notified to provide immediate resolution if check-ins are missed.
- **Post confirmation and coverage analysis:** Time & Attendance logs post coverage and requires those who miss a shift or arrive late to provide additional information. Post coverage reports are accessible to Customers through G4S Insight.

- **Payroll accuracy and efficiency:** Time & Attendance integrates with our in-house account management systems and streamlines payroll and billing by eliminating data entry, error and duplication

TURNOVER

At G4S, our annual officer turnover rate for the Department is 27.5%, a fraction of the national security industry average. We attribute this low turnover number to the many efforts we undertake for the benefit, both personal and professional, of our personnel.

We track our turnover in order to measure the satisfaction and stability of our workforce. G4S works with Customers to not only limit turnover, but also to provide detailed turnover data that provides insights into the performance and management of their security program.

G4S analyzes Customer turnover data to identify security program trends and improvement opportunities. For example, it is often more important to retain team leaders and experienced officers who provide the kind of culture and continuity that lessen the impact of turnover among line-level personnel; or if the same few positions experience frequent turnover while the vast majority remain filled, a program may actually be more stable than its turnover figures might otherwise suggest. Our system of data capture and delivery reveals these insights, ensuring that each Customer will receive the most benefit from the analysis of your turnover metrics.

While our efforts to improve employee culture and satisfaction almost certainly create more satisfied officers, it is only one factor affecting turnover. Officers may stay or leave for any number of reasons that may have little to do with the security program. Our security management system tracks by categories including transfers, voluntary quits, and terminations. Customers access this data through *G4S Insight* using their secure login. These and other findings are regularly communicated among our recruiters and supervisors and reviewed with each Customer.

OFFICER RETENTION AND BENEFITS

G4S understands the importance of providing officers assigned to Customer accounts with a quality benefits program, and we have developed a comprehensive and market-competitive offering of benefits and incentives to attract promising candidates and promote retention of qualified, experienced officers. To promote healthy work-life balance and support physical and financial well-being, G4S provides several benefits regardless of enrollment in a medical plan. Elective benefits, many of which are competitively priced at group rates, are provided no cost to our clients.

G4S Benefits Service Center

G4S employees can quickly and easily enroll in our medical, complimentary or voluntary benefits programs through our dedicated online benefits management system. The G4S Benefits Service Center is a secure website with lots of information, resources and tools to help officers learn about and evaluate healthcare, insurance and other benefits programs. Employees can also use the Medical Expense Estimator tool to help them understand their medical costs and search for in-network providers.

Medical Insurance

G4S offers employees an Affordable Care Act (ACA) compliant medical insurance plan administered through Blue-Cross Blue-Shield. Under this preferred provider organization (PPO) plan, employees receive a full range of covered services and direct access to specialists without the need to gain approval from a primary care doctor. Our Bronze PPO Plan[3] offers employees the strength and breadth of the BlueCross BlueShield network while providing flexibility in seeking providers.

Many medical services are available without having to meet the deductible including primary care physician visits and wellness visits. Employees enrolled in this plan receive telemedicine through Doctor on Demand with no copayment.

Delta Dental Insurance Plan

The G4S Delta Dental plan gives employees the freedom to use any provider they wish and also receive additional savings by choosing Delta Dental preferred providers (PPO). Non-PPO services are covered at the same percentage as PPO, but PPO dentists have agreed to charge negotiated, contract rates for services. These contracted rates are significantly discounted, and the employee is not responsible for any amounts over the contracted rates.

Vision Service Plan

G4S offers a vision program in conjunction with Vision Service Plan (VSP) designed to protect employees' visual wellness. VSP maintains the nation's largest eye care network with thousands of providers throughout the country. This plan also includes benefits for out-of-network providers.

Non-Insurance Medical Options

G4S offers following medical benefits to all employees, even those who do not elect to enroll in a G4S medical plan:

- **Doctor on Demand**: Employees and dependents, even those with no G4S medical insurance, can get immediate help with certain medical and emotional issues for some of the most common ailments such as cold and flu, allergies, skin and eye issue, sore throat, anxiety, stress, etc. This benefit is available with no premium cost to the employee and no enrollment required. The only cost is the cost of the video consultation with details available at DoctorOnDemand.com or at 800-997-6196.
- **RxCut Prescription Discounts**: This free prescription savings program can save employees and their dependents with no G4S medical insurance up to 87% on your medications. This benefit is available to employees with no premium cost and no enrollment required. The only cost is the cost of the discounted prescription at the pharmacy.

[3] "Bronze" is a plan category under the Affordable Care Act that covers the following essential services: prescription drugs; pediatric services; preventative, wellness and chronic disease management; emergency services; hospitalizations; mental health and addition services; pregnancy and maternity; ambulatory services; labs and rehabilitative services.

Additional Benefits

All G4S employees receive the following benefits regardless of enrollment in a medical, dental or vision program:

BENEFIT	FEATURE
Vacation	Each year, full-time officers assigned to Customer accounts receive: ▪ One week (40 hours) following one year of service ▪ Two weeks (80 hours) after two years of service (CPOs only) ▪ Three weeks (120 hours) after five years of service (CPOs only)
Sick Days	Officers earn one sick day (8 hours) for every four months worked, up to 24 hours annually or paid time off as required under state law.
Holidays	Officers are paid time-and-one-half for hours worked on Department recognized holidays: New Year's Day, Martin Luther King, Jr. Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.
401(k) Retirement Plan*	The G4S 401(k) plan, administered by Wells Fargo, allows qualified officers to invest up to 40% of their compensation on a pre-tax basis.
Employee Assistance Program (EAP)	Administered by Aetna Resources for Living, the G4S EAP provides confidential assessments, counseling and referral services for employees and their families.
Critical Illness Insurance*	MetLife Critical Illness Insurance protects against the onset of 22 listed medical conditions, including cancer, heart attack, stroke, kidney failure, Alzheimer's and others.
Accident Insurance*	Accident insurance through Aflac provides a benefit tied to an accident or injury, paying a specific amount for each covered incident.
Basic Life Insurance	UNUM $10,000 Basic Life Insurance and Accidental Death & Dismemberment (AD&D) at no cost to the employee with additional coverage up to $40,000 for an additional premium, after one year of service.
Whole Life Insurance*	Whole life insurance through Aflac provides several options for a benefit upon the death of the employee or immediate family member.
Short-Term Disability*	Short-term disability from Aflac covers 60% of an employee's salary up to a maximum of $1,000 per week for 13 weeks.
Long-Term Disability*	After three months of disability, Aflac long-term disability protects 60% of an employee's monthly earnings to a maximum of $15,000 per month.
Pet Insurance*	Nationwide pet insurance plans reimburse a straightforward 90% of bills for certain veterinary services.
Direct Deposit & ADP Total Pay Card	Employees may have payroll checks deposited directly into their bank account or distributed to a prepaid debit card at no additional cost.

BENEFIT	FEATURE
DailyPay	A pay option that provides instant access to wages for hours worked. Employees can transfer earnings through the DailyPay app, via text emoji or by logging on to their DailyPay account. Payments can be distributed instantly, on demand or by schedule. G4S is currently the only security provider that offers this benefit.
Alliant Credit Union	G4S officers receive access to Alliant, one of America's largest and strongest credit unions, with free checking and many other features.
Employee Discount Programs	Negotiated pricing at over 30,000 national and local merchants.
LASIK Savings	Preferred LASIK pricing from QualSight includes 40%–50% savings on the average national price for corrective eye surgery.
Pre-paid Legal Plan*	MetLaw/Hyatt provides affordable legal representation through more than 11,000 in-network attorneys.
ID Theft Protection*	ID Watchdog guards against ID and credit theft and provides reimbursement insurance for identity theft-related costs.
Active&Fit Direct Gym Membership*	The Active&Fit Direct program provides fitness center memberships at over 8,000 fitness centers throughout the U.S.
FinFit Financial Wellness Program	FinFit, our financial wellness program available to our employees, offers a wide range of tools to help them with financial success including Ready University, MoneyView (an easy-to-use financial dashboard), personal assessments, budget calculations, and short-term loan solutions.

* Offered as employee-paid voluntary benefit. Hourly billable employees must have 1 year of service to be eligible for participation.

Officer Incentive Programs

Service Milestone Award Program

G4S provides our officers with a service award program as a tribute and expression of gratitude for their valuable contributions and loyalty. Service milestones are reached following every five years of employment with G4S. Officers receive gifts based on their length of service. These vary and have included, for example, travel vouchers and vouchers good for redemption on items such as tablets, cameras, clocks, watches, luggage and steak knives.

Special Recognition Awards and Certificates

- **Certificate of Achievement**: Awarded to officers who successfully complete a G4S North America Training Institute (NATI) learning program.
- **Certificate of Appreciation**: Upon receiving a letter of commendation for a job well done or valued act of service from a client, G4S presents this certificate to the officer involved.

- **Certificate of Recognition**: Presented in recognition of outstanding service, courage in the line of duty or professional initiative.
- **Certificate of Distinction**: Presented for the performance of an action above and beyond the line of duty.
- **Valor Award**: A prestigious award that may be presented to an officer who has received a Certificate of Distinction or undertaken heroic acts. Recipients receive a sterling silver award pin that can be displayed on their uniform and a $100 U.S. savings bond.
- **Regional Officer of the Quarter/Year Award**: Administered on a regional basis to recognize outstanding officers for their proud service, positive attitude, leadership, courage and initiative. Officers who receive recognition at the local level are eligible for selection as regional security officer of the year across one of our four regions. Regional security officer of the year recipients receive a $1,000 check and a certificate from the Senior Regional Vice President.
- **National Security Officer of the Year**: Selected from the regional security officer of the year awardees, the recipient of the Officer of the Year Award is often recognized for actions above and beyond the call of duty and their commitment to G4S' values. Awardees receive a $2,000 check and a commemorative plaque. In addition, they and a guest are flown to G4S Corporate Headquarters in Jupiter, Florida, for a presentation ceremony and a weekend of free accommodations, transportation and $1,000 of discretionary spending.
- **G4S Value Awards**: Presented to Regional Officer of the Year nominees who demonstrate actions in clear alignment with G4S company values: integrity, respect, safety, security, service excellence, innovation and teamwork. An awardee is selected for each value category and receives a Certificate of Distinction and $500.
- **Community Service Award**: Awarded on an annual basis to G4S local offices or security site teams for participation in community events and service activities, promoting healthcare and education, supporting cultural events, or aiding in the development of local communities and businesses.

Challenge "Coin of Excellence" Program

To honor teamwork and camaraderie, G4S borrowed from a long-standing military tradition, in which servicemen and women exchange coins to recognize the importance of working together. Outstanding G4S employees are presented with the "Coin of Excellence," embodying the group spirit needed to fulfill our duty. The coin proudly bears our insignia, as well as the Great Seal of the United States.

Living Our Values Award

Our group values are a cornerstone of our company. To encourage them, G4S has established a company wide recognition program focused on promoting integrity, respect, safety, security, service excellence, innovation and teamwork. The Living our Values incentive program celebrates excellence and focuses on promoting the hard work of the thousands of men and women working for G4S around the world. Individuals are nominated for going above and beyond the call of duty and demonstrating our values in everything they do. Those chosen for the Living our Values award will

be recognized on *IQ*, the G4S Intranet, where employees from around the world will have an opportunity to read their individual stories. Awardees will also be honored with a personal thank you from Group CEO Ashley Almanza.

COVERAGE

G4S provides our officers with the tools, support and supervision to ensure they maintain their assigned post coverage. In the event officers are late for or miss a shift, G4S ensures that no post goes unfilled regardless of how much notice we receive. Through a combination of scheduling technology, management procedures, and local support, every effort is made to immediately identify open posts and fill them with personnel.

ASSIGNING AND TRACKING POST COVERAGE

The initial step in ensuring 100% post coverage is following our officer scheduling and check-in process designed to avoid potential absences in the first place. G4S Labor Scheduling is our automated system that fulfills post staffing while taking several factors, including master schedule requirements, officer availability, scheduling conflicts, and Customer preferences, into account. When arriving for a shift, officers check in using Secure Trax®, our in-house mobile officer management platform.

OPEN POST PROCEDURE

If by 15 minutes after a scheduled shift start time the officer has not checked in, local G4S supervisors and the G4S Communications Center receive notification and take steps to ensure the post is filled. Which corrective actions are taken depend on several factors and may including the following:

- For late arrivals or missed check-ins, assigned officers are contacted for an explanation of their missed check-in and, if necessary, steps taken to fill the post until their arrival.
- For a no call, no show on active posts where one officer is relieving another, the present officer continues coverage from the previous shift or a supervisor takes over until an additional officer arrives.
- For a no call, no show on a cold-start post, a local G4S office will dispatch additional G4S Flex Force personnel to the security site.

DOCUMENTING POST COVERAGE

All post coverage data is recorded and made accessible for review through G4S Insight, our secure client web portal. The check-in register provides detailed time and attendance information, including explanations of any anomalous entries. From G4S Insight, Customers can see whether a post was open and for how long, compliance ratios, case reports, notifications, resolution records and many other post coverage-related categories.

SECURITY GUARD SUPERVISION

Local office operations teams work closely with supervisors at the site level to supply consistent high-quality services across every Customer account. Local supervisors are instrumental in applying policy to personnel, using our experience as a security professionals and knowledge of Customer's security site(s) to foster effective teams and create safe and secure environments.

Local supervisors oversee the following security program activities:

- Participation in officer selection, evaluation and training
- Reviewing security program effectiveness and productivity
- Resolving emergencies, additional staffing requirements and other special issues
- Maintaining and fulfilling post schedules
- Creating and overseeing corrective action plans

Conducting both scheduled and unannounced post inspections that include spot-testing on post procedures, uniforms and appearance and maintaining proper workspaces, as well as any client specific guidelines.

REPORTING AND DOCUMENTING PROCEDURES

Our goal is to provide the security industry's highest quality service and personnel, distinctions which must be continually earned. In the pursuit, we follow prescribed quality assurance policies designed to increase officer effectiveness, validate performance measurements, and guarantee service delivery.

Our quality assurance program starts with choosing the right people, then adds value by monitoring performance and acting on feedback. We do not merely catalog customer concerns; we refine our services to exceed their standards. We do not simply follow best practices and presage new technologies; we share our knowledge with customers to build better systems and strengthen our relationships. We do not just assign personnel who meet necessary qualifications; we provide ongoing training to develop even finer officers.

- **Officer Vetting and Selection**: Hiring experienced personnel is the first and most important step toward creating a safe environment. We pursue the best security officer candidates through our award-winning recruitment programs. Candidates are evaluated to measure their suitability for each role and undertake a series of demanding interviews and background checks.
- **Officer Training and Development**: Great officers are experienced security specialists, but also representatives of your unique culture. G4S officers receive training that hones interpersonal techniques — including customer service, public relations, and health and safety skills — so their ability to provide protection is matched by their professionalism at your organization.
- **Customer Communication and Satisfaction**: We proactively seek feedback to gauge our performance, ensure we meet service requirements, and provide customers a platform to voice concerns. Local G4S supervisors regularly confer with jobsite stakeholders, while scheduled executive meetings review progress toward goals and provide forums to raise

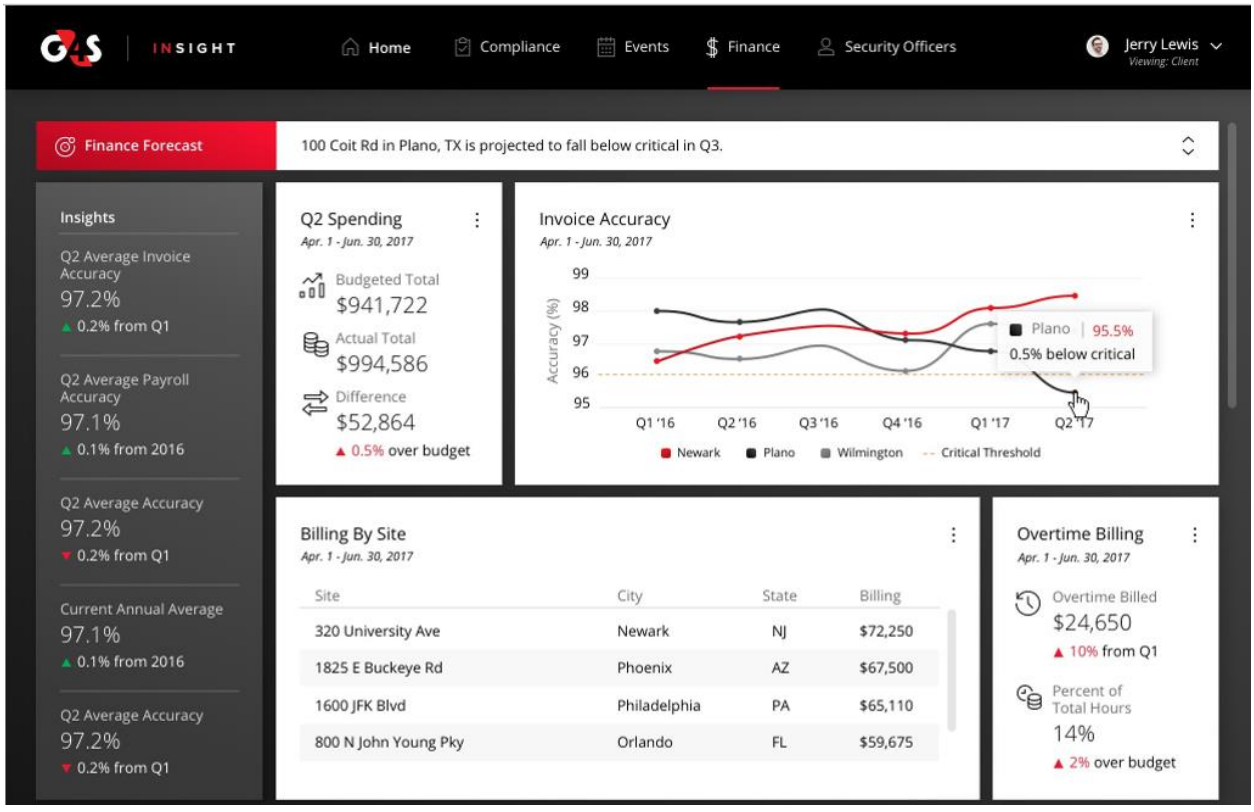
new issues. We solicit further information and record customer satisfaction data using web-based surveys. To provide transparency, we make all staffing, inspection, incident, financial and compliance data available through our online customer interface.

- **Internal Assessment**: We continually evaluate our relationships for ways to increase the value customers receive. Our managers make both scheduled and impromptu visits to job sites to inspect officer performance, while third-party auditors verify our processes. Officer evaluations, compliance checks and performance scoring provide further opportunities for improvement.

G4S INSIGHT

G4S Insight is our web-based portal that integrates with G4S' Secure Trax®, Time & Attendance, and Labor Scheduling systems, providing the Department and Customers with detailed account performance data and reporting tools.

Using G4S Insight, Customers review account activities and analyze performance measurements against previously established budgeting goals. These reports can be cross-referenced by geography, department, or any other user-defined categories. Reports can be created, customized and formatted to Customer specifications through G4S Insight or received by email upon request.



G4S Insight is a reporting tool for Customers that provides data and dashboards for security program performance. Pictured: G4S Insight finance dashboard showing invoice accuracy, quarterly spending, overtime billing and billing by site.

G4S Insight provides the Department and Customers with the following:

- **Easier confirmation of security operations:** With access to real-time data from our officer management systems, Customers confirm security presence and officer tours and view daily activity reports and corrective actions.
- **Better performance review:** Powerful data capture and analysis tools compare accurate, up-to-date information against Customer-specific KPIs, simplifying the task of measuring planned-versus-actual performance.
- **Peace of mind:** Inspection reports ensure that required compliance checks are made. Electronic notifications send alerts to specified parties when important incidents occur.

Through G4S Insight, we are able to provide Customers with monthly and quarterly reports relating to the key performance indicators (KPIs) for their specific SLA. We have outlined some of our key reports below:

G4S INSIGHT REPORT	DESCRIPTION
Proof of Presence	Compares on-post coverage to recorded check-in data and Secure Trax®. Maps security sites and illustrates officer movement by integrating with Secure Trax geo-fence feature.
Financial Management	Tracks expenses, including budget-versus-spend, budget forecasting, invoice accuracy, and overtime analysis.
Incidents	Reports security events by categories including type, location, time, or actions taken.
Operational Management	Reports on operations activities including officer inspections, corrective actions, and daily activities.
Employee Engagement and Development	Supplies data on employee training, turnover, recognition, and awards.
Compliance	Provides detailed safety reports based on officer inspections and safety observations (for example, fire extinguisher or AED inspection reports).

ISSUE REPORTING, ESCALATION, RESOLUTION AND FOLLOW-UP

G4S strives to solve Customer's issues quickly and thoroughly, but we know that some unique support concerns are best handled by off-site supervisors or upper management. We believe that escalation of this kind always represents an opportunity to surpass Department and Customer expectations and strengthen your program.

Reporting and Escalation Process

Our problem resolution system is simple and effective, emphasizing direct communication and quick action:

- **For site-level issues**, such as scheduling or officer performance, concerns are communicated directly to the local office leadership, who has full authority and resources to resolve issues within the office territory.
- **For account related issues**, such as billing, contract compliance, and serious incidents, our account managers link Customers to regional management, trainers, safety persons, and other G4S personnel.



Once notified of an issue, local G4S personnel meet to determine the cause and establish a corrective action plan, which is presented to the Customer with a resolution timeline. Corrective actions are assigned to staff, with increasing attention and resources allocated to open issues. Team members conduct investigations and take action, documenting each part of the process, until a conclusion is reached.

Post-resolution Follow Up

Following a successful resolution, our process requires a causal analysis and preventive measures to avoid future occurrences. Customers receive follow-up communication from their local G4S office leadership to ensure satisfaction. Issue logs are kept on file for review by G4S managers and further discussed at regular Customer meetings. In the rare case the issue persists, we meet with the Customer to determine why we fell short, whether some change has occurred which prevented the correction, and what steps can be taken to ensure a satisfactory resolution.

DEPARTMENT SUPPORT AND SATISFACTION

G4S ensures the satisfaction of the Department and Customers by delivering standardized, high-quality services and maintaining multiple communication methods and feedback channels, including:

- **Standardized Programs and Automated Procedures:** When services are provided in a consistent manner from post to post, service improvements can raise performance levels across the whole program. G4S maintains standardized programs and procedures, many of them ISO-certified. Integrated software technology platforms simplify the Department and Customer account administration, raise transparency, and provide further uniformity across each security site.
- **Multiple Support Methods:** G4S' local office managers and supervisors, responsible for the daily operation of Customer sites, are fully empowered to address all support requests. Regional managers provide further assistance, while our 24/7 Communications Center meets after-hours Customer support needs.

- **Open Communications:** G4S' local supervisors meet regularly with on-site Customer stakeholders to review security operations. Periodic upper-management meetings look at progress toward stated goals and solicit actionable feedback. Between these regular communications, G4S contacts are available by phone, email, and text to answer Customer questions and handle requests.
- **Governance and Reporting:** G4S will continue to meet the Department's reporting requirements for monthly reports of officers assigned to Customer locations, maintaining an incident log book, utilizing Secure Trax and G4S Insight to provide detailed analysis of incidents, and providing quarterly reports.

CONTRACTOR'S RESPONSIBILITIES

G4S will continue to provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of each Customer's specific scope of work. We maintain sole responsibility for the supervision, daily direction and control, payment of salaries, and all benefits for our personnel. In addition, we will continue to be responsible for:

- Training our personnel and ensuring they understand each Customer's scope of work
- Communicating chain of command to all personnel and ensuring they adhere to G4S policies and procedure, and exhibit professional conduct while performing services for the Customer
- Requiring our personnel adhere to applicable laws, regulations, and contract conditions governing our performance and relationship with the Customer
- Assessing personnel performance regularly and providing feedback to improve performance
- Achieving quality results through task performance

HOLIDAYS

G4S will continue to provide all services during business days and acknowledges the Department's recognized holidays of: New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

We coordinate with each Customer to ensure appropriate staffing should the recognized holiday fall on a weekend day and be observed on the Friday before or Monday after the actual holiday. In addition, we review Customer-specific holiday requirements with them during their contract negotiations and SLA review.

CONTRACT REPORTING

G4S will continue to report information on orders received from Customers associated with the Department contract. Our contract primary point-of-contact will continue to submit reports to the Department's Contract Manager as outlined:

- **MFMP Transaction Fee Report** – submitted monthly, within 15 calendar days after the end of each month
- **Quarterly Sales Reports** – submitted quarterly, within 15 calendar days after the close of the State's Fiscal Quarter
- **Diversity Report** – submitted annually to the Customer, within 10 business days after the close of the State's Fiscal Year
- **Preferred Pricing Affidavit** – submitted annually, on the contract anniversary date
- **Proof of Insurance** – submitted annually, upon policy renewal
- **Ad-hoc Reports** (when requested) – submitted within the specified time requested by the Department and Customers

Business Review Meetings

G4S believes our security partnership and long-term vision are better served when information is frequently shared, objectives jointly reviewed, and ideas openly expressed through a formal framework that ensures managerial engagement, contract performance, and program development. To formalize this process with each Customer, we have established *Governance & Innovation Boards* whose purpose is to guarantee multi-level support and constructive exchanges between Customer stakeholders and G4S management.

The Governance Board comprises three levels of G4S leadership — senior executives (regional level), operations team (operational level), and site supervisors (tactical level) — and the Customer's security program stakeholders. Performance reports are analyzed, best practices shared, and account issues addressed among contributors from both organizations.

Our governance timetable is outlined below:

GOVERNANCE BOARD LEVEL	FREQUENCY	PARTICIPANTS	AGENDA
Regional Level	Quarterly	Senior Executives	▪ Partnership development ▪ Service delivery ▪ New innovations ▪ Business changes ▪ Quarterly business review
Operational Level	Monthly	Local Office Operations Team	▪ Continuous improvement ▪ Organizational design ▪ Performance management ▪ Issue management ▪ Risk management

GOVERNANCE BOARD LEVEL	FREQUENCY	PARTICIPANTS	AGENDA
Tactical Level	Weekly	Site Supervisors	▪ Day-to-day issues ▪ Officer management ▪ Service change adjustments

At the regional level, G4S account leadership holds quarterly meetings with Customer senior account stakeholders to review progress toward established objectives and key performance indicators (KPIs). These meetings are designed to foster continuing improvements, identify opportunities for service enhancements and efficiencies, and to set ongoing strategic goals.

At the operational level, G4S operations teams hold monthly meetings with local Customer managers to review progress toward operational objectives and KPIs. This includes contract compliance and service delivery for the account, as well as discussion of new risk management issues.

At the tactical level, G4S site supervisors hold weekly meetings with local Customer managers to review day-to-day performance, including officer management and contract compliance, and implementing service adjustments as necessary.

Routine Communications

To facilitate continuous communication with each Customer, we follow an account management plan under which G4S on-site supervisors, operations, and market leaders regularly meet with Customer stakeholders to discuss account activities; review and analyze performance reports; share new information, innovations and best practices; evaluate program effectiveness, and approve new strategies.

MEETS	SITE SUP.	DIST. MGR.	MKT. LDR.	EXEC. VP	DATA REVIEWED	OBJECTIVES
Daily	■	■			Incident and activity reports	Performance of daily duties, incident management and reporting; identification of new or developing risk concerns
Weekly	■	■	■		Officer recognition, turnover, training and payroll; post coverage and scheduling; incidents and activity reports; security site defects and corrective actions	Operational compliance; identification of new training opportunities

MEETS	SITE SUP.	DIST. MGR.	MKT. LDR.	EXEC. VP	DATA REVIEWED	OBJECTIVES
Monthly					Incident and activity reports; account invoices and performance metrics	Tactical, operational, and financial compliance with contractual and regulatory requirements
Quarterly					Performance trends and important incidents; account invoices and performance metrics	Tactical, operational and financial compliance with the Department's and Customer's account requirements; identification of actionable service improvement opportunities
Annually					12-month account recap including performance trends, service successes and improvement opportunities	Implement new strategies and long-term initiatives at annual steering meeting

FINANCIAL CONSEQUENCES

G4S understands financial consequences may be assessed on a daily basis if we fail to meet outlined performance metrics. These assessments may be incurred for each individual failure until the performance or submittal is accomplished to the Department's and/or Customer's satisfaction. Performance metrics include:

- Timely submission of complete and accurate Quarterly Sales Report
- Timely submission of complete and accurate Monthly Transaction Fee Report
- Timely submission of our signed Preferred Pricing Affidavit
- Timely submission of proof of insurance
- Staffing of Customer facility(ies) in accordance with the Customer's SLA

PRICE ADJUSTMENTS

G4S acknowledges that prices may be adjusted no earlier than 12 months after the start date of the initial or renewal term of the contract, or no earlier than 12 months after the effective date of the previous price adjustment, whichever is later. G4S provides supporting documentation for price increases via changes in the Producer Price Index (PPI) for the Series ID 561612561612, security guards and patrol services.

Prior to requesting a price increase, G4S will submit written justification to the Contract Manager detailing the reason(s) for the request. We understand that price increases shall not exceed the percent change in PPI or three percent (3%), whichever is less.

CONTRACT TRANSITION

Upon contract expiration or termination, G4S ensures a seamless transfer of contract responsibilities with any subsequent contractor necessary to transition the products and services of this contract.

PURCHASING CARD

G4S will continue to accept payments via the state's Purchasing Card program.

3. HUMAN RESOURCE MANAGEMENT

Provide a proposal which fully describes the Respondent's standards for hiring and maintaining employment. Provide information which demonstrates the Respondent's process for interviewing employees, maintaining sufficient number of staff, and ensuring Contractor's employees adhere to the terms and conditions set forth in Attachment C – Scope of Work.

HIRING AND MAINTAINING EMPLOYMENT

The cornerstone of our solution for the Department, security officers are a means to address your Customer's unique security needs. All G4S officers meet or exceed applicable State of Florida requirements for qualifications and training.

- **Officer Programs**: G4S knows the Department is best served by using programs tailored to each Customer's unique risk concerns, and so we provide officer programs customized to their distinct security profiles. For your Customers, we recommend the following officers for their programs:
  - *Custom Protection Officer*® (CPO)
    Level III, Level IV, Level V, Level VI, and Emergency Response officers
  - *Upscale Security Officer* (USO)
    Level I and Level II officers
- **Officer Capabilities**: G4S officers are trained in essential security disciplines including risk management, life safety, interpersonal relations, and professional communication. They identify new security risks, manage crisis situations, and provide emergency support. Trained in service excellence, our officers are dedicated to promoting the health, safety, and relationships of your people.
- **Officer Recruiting and Development**: G4S sources officer candidates using our award winning recruitment programs and hiring partnerships. Each candidate must pass rigorous verification, testing, and training before security duties are assigned. Employee development continues as we train each officer through the G4S North America Training Institute (NATI), the industry's first certified corporate university.

OFFICER RECRUITMENT

Front-line personnel are G4S' most important asset in securing our customers' people and property. We treat our officers with dignity and respect, and we ask for passion and professionalism in return. In order to recruit the best officers for each Customer, we use every relationship, partnership and technology we have built to reach candidates who become valued members of your workforce.[4]

[4] G4S is an equal opportunity employer and avoids discrimination in hiring due to race, religion, gender, age, national origin, disability, veteran status, ancestry, medical condition, marital status and other attributes.

Why Officers Choose G4S for Employment

All employees want a fair and decent wage, and many want more — a career that provides purpose, value, challenge and inspiration, and a company that offers greater stability, flexibility and prospects. G4S strives to be officers' employer of choice in the security sector, providing opportunities, benefits and management that appeal to the best talent the industry has to offer.

At the core of our employer brand is the "G4S Employee Promise":

> *At G4S, we offer to help develop your potential through a variety of stimulating and unique career opportunities in a winning, global organization: We endeavor to respect the voice of each individual whilst protecting your needs. G4S trusts you to make a positive difference to the security and well-being of our customers and society, whilst providing you with the tools, support and space to perform your role to the best of your ability. We truly believe that each employee should share in the success that working for a winning organization can bring.*

With this as the foundation, we offer candidates a wide range of opportunities to provide career longevity, variety and fulfillment. We reward and recognize our employees and offer incentives for tenure, service and exemplary performance. We make a point to feature employees in *G4S News*, our nationally distributed company magazine, for outstanding achievement and client service.

Internal promotion is an important part of our culture, and we put policies in place to identify and cultivate talent from within. Because we are a full-service security provider, specializing in multiple areas from guarding to technology to integration, our officers get the chance to pursue many career trajectories and receive the training and support needed to reach their goals. And because we invest in finding the best talent and developing our officers, career stability is more available at G4S than most of the security industry, which is known to have higher-than-average turnover rates.

Finally, we listen to our officers, whose direct feedback is crucial to ensuring we deliver on our employee promise. When asked in our most recent company-wide job satisfaction survey, four-out-of-five G4S employees indicated satisfaction with their job. We believe that the job satisfaction of those who commit to G4S is a moral imperative, and ours is a dynamic career environment that offers rewarding opportunities security officers won't easily find elsewhere.

G4S Career Center and Applicant Tracking System

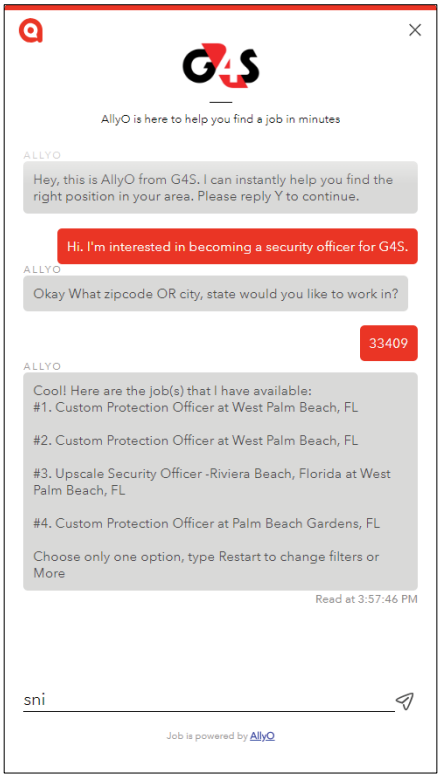
The *G4S Career Center* and *Applicant Tracking System* (ATS)[5] offers candidates a seamless application experience while streamlining the ongoing officer recruiting, vetting and selection process.

A centralized platform hosting millions of visitors each year, the G4S Career Center continuously attracts qualified applicants, providing interactive application tools and learning modules across multiple job portals and social media outlets.

[5] Available online at http://usajobs.g4s.com.

Once registered with the Career Center, users gain access to a personalized dashboard from where they can view their application profile at a glance and access the many features of the website, which include the following:

- **Candidate profile**: Users can create a unique profile, upload their CV and link to their social media.
- **Jobs search**: Users can search for G4S positions, create watch lists and apply for jobs.
- **Groups and community forum**: Q&A and group discussions between users and G4S personnel.
- **Learning tools and resources**: Documents and videos about G4S and how to apply.
- **Referrals and connections**: Users can refer individuals and display their G4S network connections.



The G4S Career Center's automated *Text-to-Apply* interface allows candidates to submit by smartphone or web-based chat window.

The G4S Career Center accounts for a significant portion of our recruitment pool, handling a constant stream of user activity from the U.S. that includes 1.3 million registered users and 591,000 applications per year.

Our ATS processes hundreds of thousands of applications to maintain a robust employee pipeline. Qualified candidates are matched with roles that fit their skills, experience and location. Hiring managers receive immediate recommendations when suitable candidates appear, putting them in the best position to bring highly talented personnel into a client's security program. The ATS follows G4S applicants through every stage of the recruitment process. Its reporting features analyze hiring campaigns based on several unique criteria, such as job reference number, job templates used or an internal HR information system tracking code.

The ATS provides several benefits over a manual application tracking process, including the following:

- Reduces recruitment costs through more efficient candidate qualification and screening, faster audit processing, paper reduction, and avoidance of double-entry and data error.
- Automated data capture provides complete compliance with OFCCP reporting requirements.
- Robust reporting and data visualization tools provide detailed and current information and insight into client recruitment campaigns.

Award-Winning Military Recruitment Program

Since armed forces personnel possess many of the leadership, management and teamwork skills that prepare them to succeed as G4S security officers, we created programs focused specifically on recruiting and hiring veterans. Composing 22.6% of our Florida workforce, veterans have a significantly lower turnover rate than their peers, are promoted faster and stay longer with G4S. Our goal is to be veterans' employer of choice, whether they currently serve, are preparing to retire from the military or transitioned to civilian life years ago.

Our military recruitment program works directly with employment specialists and transition assistance managers from all armed forces branches[6]. We guarantee veterans an initial interview to honor their service while also assuring a flow of capable officer candidates with established skills and work ethic. From entry-level to senior executives, veterans are an essential part of our organization and a key to our success.

G4S' military recruitment program awards include:

- American Veterans (AMVETS), Employer of the Year, Large Company (2018)
- Military Friendly®, Military Friendly Employer (2000–18), Military Spouse Friendly Employer (2014, 2017)
- Employer Support of the Guard and Reserve (ESGR), Extraordinary Employer Support Award (2017), Pro Patria Award (2014–16), Freedom Award Semifinalist (2015–16), Above and Beyond Award (2014)
- Recruitmilitary.com, Most Valuable Employer for Military™ (2009, 2011–12, 2016–17)
- *U.S. Veterans Magazine*, Top Veteran-Friendly Company (2014−17)
- *VetJobs*, Outstanding Veteran Employer (2014)

Comprehensive Recruitment Channels

G4S' recruiters use an extensive range of channels, through both the internet and direct outreach to partner organizations and individuals, to ensure a rich supply of qualified officer candidates.

This begins with our online Career Center, where we post the latest G4S job openings and invite users to create candidate profiles and interact with our recruitment community. From here, jobs are automatically posted to another large source of qualified candidates, non-G4S websites such as Indeed.com and Facebook.

In addition, we send hiring announcements to many employment programs and make direct recruitment efforts at local colleges and community organizations. We encourage employee referrals; maintain relationships with local, military and government employment outreach partners.

The following non-comprehensive list details many of our recruitment channels and features:

- G4S Career Center
- Job Board Postings
- Job Board Partnership Programs
- Social Media
- Career Expos
- Military Recruitment Program

[6] Military recruitment programs in which G4S participates include Partnership for Youth Success (U.S. Army), Heroes2Hired (Employer Support of the Guard and Reserve), Hiring Our Heroes (U.S. Chamber of Commerce Foundation), Work-Life Program (Coast Guard), Disabled Veterans Outreach and Local Veterans Employment Representative programs (America Job Center network), and participation at military career fairs at bases across the country.

INTERVIEWING EMPLOYEES

When G4S is transiting a new Customer site to our services, we take the following steps to ensure all employees, incumbent and new hires, are interviewed, background screened, and fully vetted prior to the contract start date.

- **Creation of customized Customer landing page:** We will create an online landing page where incumbent officers can apply to G4S in addition to other options, such as visiting a local office or completing the forms at their workplace. From the site, incumbent applicants can follow the hiring process and begin connecting to the G4S community, access learning modules, share job postings and communicate with G4S.
- **Recruitment of incumbent personnel**: G4S offers incumbent officers the Customer wishes to retain the opportunity to complete our hiring process. Those who successfully pass our recruitment and vetting process will receive positions in your program. Our online application process provides a quick alternative to having incumbents fill out paper applications at your security sites or travel to a G4S local office.
- **Open positions posted for G4S personnel**: After incumbent recruiting, remaining positions are offered to eligible G4S personnel who wish to transfer or apply for supervisory or management-level promotions. To source qualified personnel, hiring managers consult existing G4S supervisors and managers as well as our PromoteMe! database, which allows G4S officers to identify advancement opportunities and complete voluntary career development learning modules.
- **Recruitment of new hires**: Remaining open positions are filled by new hires as needed. G4S attracts new applicants through the G4S Career Center, a job-seeking resource and online community for G4S applicants; online job boards and social media; our Military Recruitment Program; newspaper ads; state employment services; employee referrals; local police and sheriff's departments and federal law enforcement organizations.
- **Candidate interviews**: The Implementation Team interviews officer candidates to verify and elaborate on their experience and ensure application and vetting requirements are met.
- **Background investigations**: Once required release forms have been signed and witnessed, the Implementation Team conducts candidate background investigations, which includes 10 years of full work history, criminal records searches and other verifications.
- **Employment offers**: G4S offers employment only to candidates who successfully pass all steps of our hiring process and meet all client requirements. Upon approving a candidate for hire, the Implementation Team will notify the successful candidate and continue with the recruitment process.

CANDIDATE SKILLS EVALUATION

G4S is fully compliant with the Uniform Guidelines on Employee Selection Procedures (UGESP) and is proud to have achieved 129 consecutive successful Office of Contract Compliance Programs (OFCCP) compliance reviews. This consistency is the result of years of examining and improving our selection and placement processes, ensuring equality in our hiring and promotion activity and highly detailed documentation of our processes.

Our selection process begins with an evaluation of the job to determine the necessary education, licenses, skills and experience necessary for an individual to be successful in each role. These factors form the basis of our basic qualifications — those an applicant must possess to be considered for the role.

Examples of skills we screen for include the following:

- Oral and written communication skills
- Proficiency with Microsoft Office applications
- Forecasting & predicting
- Active listening
- Able to assess and evaluate situations effectively
- Capable of identifying critical issues quickly and accurately
- Research, investigate, compile information
- Write informatively, clearly and accurately
- Setting and achieving goals
- Attention to detail
- Problem solving
- Planning and organizing
- Coaching, mentoring & motivating
- Encourage effective teamwork
- Mediate conflict with tact, diplomacy

One of the primary goals of establishing the necessary skills required for a role is to translate them into quantifiable, non-comparative, requisite experience and education parameters by which we can allow our candidates to self-identify as meeting or not meeting. This ensures our hiring managers spend the majority of their time interviewing and assessing suitability with individuals that possess the minimum qualifications that, to a large degree, predict success in a role.

Skills questionnaires are completed by hiring managers and attached to a candidate's application record. This document follows the candidate throughout the selection and placement process and is visible to each interviewer involved in the process.

MAINTAINING SUFFICIENT STAFF

G4S will continue to prepare staffing plans for each Customer and ensure sufficient coverage to meet the requirements of each contract.

We typically utilize full-time employees (those who work 40 hours per week) and, depending on the Customer's security program requirements, some part-time personnel. While part-time employees (those who average less than 30 hours per week) will not fully participate in the fringe benefit program, they will be paid similar wages and are eligible for a limited medical plan, dental and vision insurance plans, as well as voluntary accident and critical illness plans. They will also be provided uniforms at no cost or deposit and paid time-and-one-half holiday hours worked.

FACTORS AFFECTING TIME-TO-HIRE

Several factors may affect the time frame needed to recruit, evaluate, and hire individual personnel. The time it takes depends a great deal on the background check process, especially the number of states in which an applicant has resided in the past. States maintain varied record-keeping agencies and processes. In general, if the state has employed an electronic records system, the time required to retrieve background information is usually shorter.

Once the state record is received, we must then verify its authenticity via a court document. During this part of the process, our recruitment teams may choose to place the applicant into pre-assignment training to avoid any additional waiting period once their records have been verified.

To analyze hiring timelines, the G4S Career Center and Applicant Tracking System (ATS) offers our recruiters detailed time-to-hire reporting by, for example, job title, type or location; candidate source, type or location; or application type or status.

GRANDFATHERING OF INCUMBENT PERSONNEL

Incumbent employees who are retained may be grandfathered for group insurance purposes. This means we will count prior service toward the standard 90-day waiting period for the group insurance.

OFFICER FLEX PROGRAM

Each local G4S office maintains an *Officer Flex Program*, which prepares for officer absences and non-standard service requests by cross-training personnel on multiple security posts and running emergency-readiness drills. If an even greater security presence is called for, we then engage regional personnel to provide additional officers and infrastructure under an Emergency and Disaster Services Program agreement.

Cross-Training & Utilization of On-Site Officers

G4S cross-trains designated officers at your locations to better accommodate the need for instant adjustments to security, filling in for any empty posts at your security sites.

During cross-training, officers receive detailed instructions from supervisors on post procedures and site policies. Cross-training is documented and training officers verify whether each Flex Force member:

- Is qualified to perform the duties required
- Is capable of performing the duties of the post
- Requires more training

Supervisors make visits to the post to ensure Flex Force officers are performing properly. At the end of each training shift, they will analyze the flex officer's performance and quiz them on their duties.

Short-Notice Situations

In short-notice situations, (less than 72 hours before a change) we first attempt to use non-overtime officers. If none are available, we ensure the post is filled by holding an officer over from a prior shift

or deploying a supervisor as a temporary staffing solution. Overtime rates apply in this latter situation.

Local Law Enforcement

In addition, G4S can contract with local law enforcement agencies to provide off-duty police officers with arrest authority for services. Depending on the requirements of the local law enforcement agency, there may be some restrictions on scope of services and G4S personnel will comply with those restrictions. In the event a Customer requests off-duty officers at a particular location, G4S works with Customers and the local law enforcement agency to provide the requested services.

ADDITIONAL SHORT-TERM STAFFING

Any Customer's permanent, on-site G4S personnel will be fully capable of addressing most security concerns, but they may occasionally encounter situations requiring a greater security presence. Surges often occur during planned events, sickness outbreaks, emergencies and other unforeseen circumstances. When this happens, you may need more officers to handle existing duties or take on added responsibilities.

With over 36,000 G4S officers in the U.S. market, G4S is proficient and cost-effective when handling non-routine security demands. If a Customer encounters a need for additional short-term staffing, we have the capability to respond with one or more of the following:

- Deployment of Flex Force personnel
- Use of cross-trained on-site officers
- Short-notice substitutions and holdovers
- Activation of emergency and disaster service agreements
- Local law enforcement partnerships

ADHERENCE TO TERMS AND CONDITIONS

G4S realizes that in order to ensure high Customer satisfaction, our job only begins with attracting and hiring exemplary employees. It has been our experience that in order to retain such employees, we must regularly monitor and evaluate each employee's performance in adherence to our policies and procedures outlined in the Tasks/Deliverables section beginning on page 12, and to acknowledge progress and to encourage a positive, productive, customer-service attitude. Counseling the employee and correcting unacceptable performance is also critical.

Supervisors will regularly encourage and guide security personnel on how to increase their productivity and service to Customers during their post hours. Any errors of judgment or procedures will be discussed either with the employee on the spot, later with local office management, or may result in more stringent disciplinary action, as necessary. Any serious breach of regulations or an inability to comply with specific employment requirements will result in termination of employment.

PROGRESSIVE DISCIPLINE AND BEHAVIOR CORRECTION

G4S requires employees to conduct themselves professionally and that their behavior both on duty and off reflects favorably on G4S and its customers. Discipline is administered if appropriate when

these expectations are violated. Employees exhibiting performance, attitude or attendance problems or policy violations are disciplined in a manner consistent with the severity and nature of the infraction according to the following progressive discipline approach:

- **Verbal Coaching & Counseling:** Employees will be counseled regarding violation of the code of conduct or specific policy to determine the nature and circumstances leading to the infraction. In addition to identifying the cause, these meetings are a forum to discuss the impact and cooperatively identify solutions to help remedy the problem without formal disciplinary action.
- **Written Reprimand:** Formal disciplinary letter issued to an employee detailing the violation of policy and its severity and warning of consequences in response to future violations. All disciplinary letters are issued by a management official with authority to discipline and/or terminate employee.
- **Suspension:** An employee will be suspended for repeated violations of policy, multiple violations of policies in one incident or for violation of a policy during the period when a written warning is in effect. An employee's suspension will be documented in the employee file and may include mandatory retraining before returning to the post or site.
- **Termination:** Violations of the code of conduct or policies that are severe in nature, illegal or create significant risks to the employee or others will result in termination of employment with G4S. Repeated code of conduct or policy offenses that are not corrected though progressive discipline steps may also result in dismissal from account and possible termination of employment with G4S.

During the first three stages of corrective action, the employee will have the opportunity to review and discuss the employee code of conduct or specific policy in question to assure a mutual level of understanding of policies and performance expectations. When appropriate, the employee may receive additional training or counseling. All stages of corrective action are documented in the employee's personnel file and Employee Disciplinary/Corrective Action Form.

CONCLUSION

G4S continues to create customized solutions for the Department's Customers with a focus on achieving strategic goals and providing the most value. We will continue to identify objectives that contribute to the success of your Customer's accounts. This may involve mitigating risks, improving internal processes, reducing total costs or a number of other possibilities. With an understanding of the Department's strategic objectives, we use our wide array of knowledge, personnel, technology, and resources to provide a customized, innovative program tailored to your Customer's unique business goals and security environment. In other words, your Customers bring us their specific problems and we develop targeted solutions using the right combination of people, protection, customer service, and technology to provide the most value at the lowest total cost.

This process does not end during the program development stage; guided by operational data, as well as your continuous feedback and input, we will continue to improve your program and build more value throughout its life. We believe that making this continuing improvement possible requires transparency, maintaining detailed performance records, and making them available to your Customers for review.

Our proven ability to act as a trusted security partner for the Department, bringing innovation and long-term value to your Customers, such as the Department of Health, differentiates G4S from other large security organizations. Security partnerships should go beyond merely checking the regular boxes — *Have posts been filled? Do officers receive adequate background checks? Have they been adequately trained?* Producing the greatest security program value requires more than eliminating or combining positions to reduce costs; optimization is not just an end to itself, but also a long-term project that aligns with the values and purpose of an organization. Our process of data gathering, transparent analysis and program improvement enables this alignment. We equip the Department's Customers to become strategic partners, making every effort to listen to their input so that we can go beyond the basics, and in so doing uncover opportunities for continual service improvements.

City of Cocoa

Position	*Minimum Wage Per Hour*	*DMS Bill Rate*	*Customer Approved OT*	*Hours Per Week*	*ANNUAL BUDGET 50 weeks*
Custom Protection Officer	$15.00	$24.55	$34.37	40	$49,100.00
DMS Bill Rate, LEVEL III ARMED, DMS REGION 6		Florida Sales Tax			exempt
		Estmated Annual Budget (Labor)			$49,100.00

Annual wage/bill rate increases thereafter are negotiable

Legislation Details (With Text)

File #:	20-617	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	9/14/2020			**In control:**	City Council
On agenda:	9/23/2020			**Final action:**	
Title:	Approve the Third Amendment to Bid # B-19-05-COC, renewing the mowing contract to U.S. Lawns for the second and final one-year extension for contract mowing services from October 1, 2020 to September 30, 2021 for $117,300, and amending the Mowing Contract to U.S. Lawns for Fiscal Year 2021 Contract Mowing Services in the additional amount of $85,930 for additional areas due to the unavailability of the Inmate Work Squad, pending the Approval of FY2021 Budget. Authorize the City Manager to issue the purchase order. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	US Lawns_3rd Amendment (Mowing Maintenance) B-19-05-COC.pdf US Lawns_Covid-19 additional 10 cut Lawn Maint Quote.pdf US Lawns_Lee Weener Park_Lawn Maint Quote.pdf US Lawns_Original Contract Agreement.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 14, 2020
Agenda Date: September 23, 2020
Prepared By: Frank Mirabito, Project Manager
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Approve the Third Amendment to Bid # B-19-05-COC, renewing the mowing contract to U.S. Lawns for the second and final one-year extension for contract mowing services from October 1, 2020 to September 30, 2021 for $117,300, and amending the Mowing Contract to U.S. Lawns for Fiscal Year 2021 Contract Mowing Services in the additional amount of $85,930 for additional areas due to the unavailability of the Inmate Work Squad, pending the Approval of FY2021 Budget. Authorize the City Manager to issue the purchase order.

BACKGROUND:

Public Works is tasked with mowing and maintenance of various landscapes, medians, and rights of way and City owned property throughout the City Limits. The City has partnered with the Florida Department of Corrections to utilize an inmate work squad to effectively and efficiently maintain these areas in the past. Due to the current COVID-19 emergency, the City's work squad has been placed on an indefinite hold. Unfortunately, the maintenance of these areas cannot be paused or placed on hold. Public Works is seeking to utilize our current contract mowing vendor, U.S. Lawns, to incorporate these areas previously maintained by the inmate work squad into the current mowing

contract.

Should the inmate work squad become available again during the term of this contract; the inmate work squad will be deployed to the areas with the most need in an effort to beautify the City in these uncertain times.

STRATEGIC PLAN CONNECTION:

Contract mowing provides for effective and efficient mowing and maintenance of the city right of ways and other landscaping needs as necessary. This allows city staff to put their skills to better use in more specialized work throughout the city.

BUDGETARY IMPACT:

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

Amount Requested	$ 203,230.00
Account Number	_001-3520-572.34-09
Account Name	_Contract Mowing

PREVIOUS ACTION:

Council amended the contract to add areas formerly maintained by the Inmate Works Squad on June 10, 2020. Council renewed the Contract on November 13, 2019.

RECOMMENDED MOTION:

Approve the Third Amendment to Bid # B-19-05-COC, renewing the mowing contract to U.S. Lawns for the second and final one-year extension for contract mowing services from October 1, 2020 to September 30, 2021 for $117,300, and amending the Mowing Contract to U.S. Lawns for Fiscal Year 2021 Contract Mowing Services in the amount of $85,930 for additional areas due to the unavailability of the Inmate Work Squad, pending the Approval of FY2021 Budget. Authorize the City Manager to issue the purchase order.

powered by Legistar™

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

September 9, 2020

US Lawns of Brevard
374 Commerce Pkwy.
Rockledge, FL 32955

Attn: Brandon Silverstein

Reference: Mowing & Maintenance Renewal Notice B-19-05-COC

Dear Mr. Silverstein:

The City of Cocoa has requested and agreed with the additional service areas listed herewith to be added to the original contract award, which your organization has provided pricing. Please complete the attached 3rd Amendment to Purchase Agreement form if, your corporation agrees to renew with the City of Cocoa.

Should you have any questions, or require additional information, or your company chooses not to renew please contact Heath Hancher at 321-433-8833 or hhancher@cocoafl.org. Please return the **ORIGINAL** Amendment to Purchase Agreement form to the address listed above no later than **September 14th, 2020** to ensure no disruption in service. We look forward to hearing from you.

Sincerely,

Heath Hancher – PmP, CPPM
Purchasing / Contracts Division Manager

c: Kennethray Terrell, Grounds Supervisor
Bryant Smith, Public Works Director

Enclosure

AMENDMENT TO PURCHASE AGREEMENT
3rd AMENDMENT
BID NO. B-19-05-COC

This THIRD Amendment to the purchase agreement for **Mowing & Maintenance of City Areas** is made and entered into as of September 9th, 2020 by and between the **City of Cocoa** and **US Lawns of Brevard, 374 Commerce Pkwy., Rockledge, Florida 32955.**

The original agreement entered into on October 1, 2018, is hereby also amended to add the following additional service areas previously performed by the Florida Department of Corrections (FDC). Due to COVID-19, the services provided by FDC can no longer be provided at this time, which it is critical to continue ground maintenance of the areas specified in effort of overall upkeep and beautification of the City. The addition of these key areas has increased the original annual contract pricing by $85,929.40. Upon City Council approve all parties agree herewith the additional changes to scope and pricing as proposed and scheduled to begin under said amendment effective October 1, 2020.

WHEREAS said extension Agreement will expire on September 30, 2020 and since both parties have agreed to exercise the SECOND of two optional renewals and thereby is warranted second and last extension effective October 1, 2020 through September 30, 2021.

Areas added (To include other areas as needed):

Worksite(s)			**Number of Cuts**
Dixon Blvd – Right of Way	Indian River Drive	Clearlake Rd.	10 cuts, twice mthly (5mo)
Forrest Ave – Right of Way	U.S. 1	S.R. 520	10 cuts, twice mthly (5mo)
Cocoa North	London Blvd & North Rd.	Nottingham & City limits	10 cuts, twice mthly (5mo)
Cocoa Conservation Area	Entrance with ponds	Pavilion	10 cuts, twice mthly (5mo)
Blake Ave – Right of Way	S.R. 520	Rosa Jones Drive	10 cuts, twice mthly (5mo)
Historic Moore Center	307 Blake Avenue		10 cuts, twice mthly (5mo)
Rosa Jones Drive North side only	U.S. 1	South Fiske Blvd	10 cuts, twice mthly (5mo)
S. Fiske Blvd – Right of Way	Rosa Jones Drive	S.R. 520	10 cuts, twice mthly (5mo)
Stone Street – Right of Way	Fiske Blvd	Railroad Tracks	10 cuts, twice mthly (5mo)
Pineda Street – Right of Way	Dixon Blvd	School St. & Hendry St	10 cuts, twice mthly (5mo)
U.S. 1 – Right of Way	Rosa Jones City Limits	Highpoint Drive City Limits	10 cuts, twice mthly (5mo)
Jackson St – Right of Way	Varr Ave	Abby Lane City Limits	10 cuts, twice mthly (5mo)
Jackson St – Easement	Jackson St.	Rosa Jones Drive	10 cuts, twice mthly (5mo)
Clearlake Road – Right of Way	Dixon Blvd	S.R. 524 / Industry Road	10 cuts, twice mthly (5mo)
15 Residential Lots	City Limits	City Limits	10 cuts, twice mthly (5mo)
Fiske – ROW	Rosa Jones	City Limits	10 cuts, twice mthly (5mo)
Lee Wenner Park			24 cuts, twice mthly (12mo)

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

US LAWNS OF BREVARD	**CITY OF COCOA**
By: Brandon Slivoskin (Name) Printed	**By:** Jake Williams Jr. (Name) Printed
President (Title)	Mayor (Title)
Signature 9-14-2020 Date	Signature Date

CC: Carie Shealy, City Clerk
Kennethray Terrell, Public Works Grounds Supervisor
Heath Hancher, Purchasing / Contracts Division Manager

September 16, 2020

Dear Members of the Board,

On behalf of US Lawns of Brevard, we appreciate the opportunity to present an annual *comprehensive landscape maintenance program.*

We have measured and evaluated your property and determined that this enclosed annual maintenance proposal will provide your property with the quality care it needs.

U.S. Lawns of Brevard is a locally owned professional service. We strive to give quality care to our clients by providing:

* **THOROUGH** and **METICULOUS** property maintenance
* **A *Drug-free* TRAINED AND UNIFORMED** service staff
* **FULL INSURANCE** coverage on our employees while on your property
* **REGULAR SITE INSPECTIONS** with property representatives
* **PROMPT RESPONSE** to your needs and concerns
* An agreement **TAILORED** to your specifications, outlining our service and pricing
* Compliance with all **STATE AND FEDERAL** laws
* Compliance with all **OSHA** standards
* ***FLORIDA GREEN INDUSTRIES*** *certified*

We feel confident that, given the opportunity, we will meet your expectations. If you have any questions regarding the following proposal, please do not hesitate to call.

Sincerely,

Shawn Choron
US Lawns of Brevard
321-636-0655 Office
321-806-3957 Fax
321-302-9794 Mobile

Initials _____



at

City of Cocoa 10 Additional Cuts During Covid-19

Prepared by

Shawn Choron
US Lawns of Brevard
321-636-0655 Office
321-806-3957 Fax
321-302-9794 Mobile

The U.S. Lawns *comprehensive landscape maintenance* program consists of the following services.

1. The mowing of all turf areas throughout the property once every seven days in the heavy growing season and every fourteen days in the dormant season. A total of 10 services.

    a. Litter removal in the turf and bed areas shall be performed during each maintenance visit. This excludes leaf fall pickup, insect damage, and excess leaves from drought conditions from parking areas, sidewalks, pools, etc. Any excess litter or debris will be brought to the attention of the Client and may result in an additional charge for removal.

2. The edging of all walk and curb areas in concurrence with each mowing.

3. The edging of all plant beds in concurrence with every other mowing or as inspection requires.

4. The weeding of all plant beds as often as plant health and the highest level of order requires.

5. The trimming of tree canopies to maintain a clearance height of eight (8) feet. Excludes limbs larger than two (2) inches in diameter.

6. The shearing of qualifying shrubs and hedges once per month to maintain desired shape and appearance.

7. The power clipping of grass areas inaccessible to our mowing machinery.

8. The air blowing of all walks and paved areas littered in the maintenance process.

9. U.S. Lawns assumes responsibility for any and all damage, including irrigation components, which occur as a result of the maintenance process.

10. If mulch and palms are included in the contract we will not schedule until you are at least 6 months into the contract terms and at our earliest convenience.

11. If mulch and palms are included in the contract we ask that they are not scheduled until you are at least 6 months into the contract.

ADDITIONAL SERVICES ADDED BY THE CITY OF COCOA ARE LISTED BELOW WITH PRICING

This price quote is valid from 9-10-2020 through 10-10-2020

US Lawns Price Per Cut for additional City of Cocoa Properties			***9/10/20***
Dixon Blvd – Right of Way	Indian River Drive	Clearlake Rd.	$675.00 per service
Forrest Ave – Right of Way	U.S. 1	S.R. 520	$350.00 per service
Cocoa North	London Blvd & North Rd.	Nottingham & City limits	$740.00 per service
Cocoa Conservation Area	Entrance with ponds	Pavilion	$940.00 per service
Blake Ave – Right of Way	S.R. 520	Rosa Jones Drive	$270.00 per service
Historic Moore Center	307 Blake Avenue		$125.00 per service
Rosa Jones Drive North side only	U.S. 1	South Fiske Blvd	$200.00 per service
S. Fiske Blvd – Right of Way	Rosa Jones Drive	S.R. 520	$270.00 per service
Stone Street – Right of Way	Fiske Blvd	Railroad Tracks	$270.00 per service
Pineda Street – Right of Way	Dixon Blvd	School St. & Hendry St	$400.00 per service
fiske – Right of Way	Rosa Jones City Limits	To HWY 520	$270.00 per service
Jackson St – Right of Way	Varr Ave	Abby Lane City Limits	$120.00 per service
Jackson St – Easement	Jackson St.	Rosa Jones Drive	$250.00 per service
Clearlake Road – Right of Way	Dixon Blvd	S.R. 524 / Industry Road	$270.00 per service
15 Residential Lots	City Limits	City Limits	$810.00 per service
U.S. 1 – Right of Way	Rosa Jones Limits to	Highpoint dr. limits	$669.94 per service
	Total Per Service		***$6,629.94 per service***
	Total for 10 Services		***$66,299.40 Total***

Payment Terms

U.S. Lawns of Brevard agrees to maintain **City of Cocoa Requested Properties** in the manner prescribed, for a total annual amount of (**$66,296.40**)**,** payable in 4 monthly installments of **($6,629.64)** due on the first day of the month following the month of service. A service charge of 11/2% per month will be added to all balances not paid within 30 days of invoice. This represents an annual rate of 18%.

This annual agreement shall commence on _____ and renew annually on the anniversary date. The parties agree that either party may terminate this agreement with cause upon 30 days written notice to the other party. Upon termination of this contract, all prorated monies for services and hours that have already been rendered shall become immediately due and payable. Should it become necessary for U.S. Lawns to pursue collections of outstanding amounts due, Client agrees to pay attorney fees, court costs, interest, and all expenses incurred in said collection efforts.

For the convenience of the Client only, the monthly charge under this Agreement is the sum of the total charge for all work performed under the Agreement divided by the number of calendar months included in the payment period of the Agreement. In the event this Agreement is terminated early by either party, U.S. Lawns is entitled to recover their unrecovered costs incurred through termination, including a reasonable amount of overhead and profit, and any amount in excess of the monthly charges paid by the Client through the date of the termination. Substantial portions of the work for the year may be performed in the heavy growing months of each year of the Agreement including potentially significant mobilization costs in start-up.

TERMINATION

This agreement may be terminated by the Client for non-performance of U.S. Lawns upon thirty (30) days written notice. U.S. Lawns shall be entitled to cure any deficiencies of performance within ten (10) business days of being notified of deficiencies. If U.S. Lawns corrects the deficiency identified in the written notice within ten (10) business days of receipt of the notice, or if the deficiency is of such a nature that it cannot reasonably be corrected within ten (10) business days and U.S. Lawns commences a good faith effort to correct the deficiency within ten (10) business days of receipt of notice, the grounds for termination shall be deemed cured. If U.S. Lawns fails to correct any deficiencies or remedy good faith effort for the items listed in the termination notice, the Agreement shall be terminated thirty (30) days from the date U.S. Lawns receives the original termination notice. In the event the Client fails to make payments as set forth in this Agreement, U.S. Lawns is entitled to discontinue services.

LIABILITY - U.S. Lawns is not responsible for the condition of the landscape due to drought, freeze, irrigation deficiencies, storm damage, other acts of God, or regulations imposed by governing authorities. U.S. Lawns assumes no liability for damages or consequential damages caused by conditions beyond our control. It is understood and agreed that U.S. Lawns is not liable for any damage that is not caused by the negligence of U.S. Lawns, its agents or employees. U.S. Lawns shall be notified and have the option to inspect any damage assumed to have been caused by them to any persons or property prior to any repairs being completed. If any repairs occur prior to such notification and/or inspection, U.S. Lawns will not be responsible to reimburse Client for any costs associated.

Respectfully submitted by:
U.S. Lawns of Brevard

_____
Brandon Silverstein

Date:_____

Approved and accepted for:
City of Cocoa Requested Properties

By:_____
Board Representative/ Property Manager

Date: _____

Contract Irrigation Specifications

If your maintenance agreement includes irrigation maintenance, the following services shall be performed:

1. A complete audit of the irrigation system will be performed 12 times per year to check system efficiency, coverage, operational limitations and/or operational status.
   - A report, along with a proposal for correction of any deficiencies, will be submitted.
2. During each contract irrigation check, a technician will activate the system and observe for proper coverage and system operation, included in contract
   - Any needed adjustments to coverage, and any damage caused by U.S. Lawns personnel will be performed at that time.
3. If US Lawns is called to the property to repair damage caused by U.S. Lawns service personnel between inspections, this will be performed at no additional cost to the customer.
   - All technicians will report to your management representative when available or a report will be sent for each visit.
4. If US Lawns is called to your property for inspections or repairs of items not caused by U.S. Lawns service personnel (i.e. underground leaks, traffic damage, vandalism, power outages or component or control failures) or, if these items are found during an inspection, property management will be responsible for the cost of materials and labor provided by U.S. Lawns for repairs at a billable rate of **$70.00** per hr.
   - There will be a service charge for service calls when no problem is found to exist.
5. Please note that most irrigation systems were designed and built to maintain the original landscape. Alterations to landscape frequently require modifications to the irrigation system.
   - Property management will be responsible for the cost of materials and labor for such modifications.
6. Sufficient water must be available on a timely basis to prevent drought damage to turf grass, shrubs, trees, and flowers. Deficiencies arising from any of the following conditions are grounds to terminate the expressed or implied warranty on plants:
   - Water bans issued by governing bodies
   - Failure of irrigation systems beyond U.S. Lawns' control
   - Failure of Client to maintain irrigation system in effective working condition
   - Refusal to irrigate for needs of plants
   - Power failures beyond U.S. Lawns control
   - Unavailability of sufficient and suitable water for irrigation of any reason

ACCEPTANCE OF IRRIGATION ADDENDUM

Condition of acceptance. The amount of **$100.00** has been entered as the said "Dollar Amount" not to be exceeded for monthly Irrigation repairs without written permission. The above prices, specifications, and conditions are hereby accepted. Payment will be made as outlined above.

Respectfully submitted by:
U.S. LAWNS OF Brevard

_____
Brandon Silverstein

Date: _____

Approved and accepted for:
PROPERTY Representative

By: _____
Board Representative/ Property Manager

Date: _____

Initials _____

FERTILIZATION

The fertilization of all accessible turf areas, trees, shrubs and ornamentals with the proper blend of commercial fertilizer. Fertilization shall be applied as follows:

Turf areas – **(0)** times per year
Shrubs and Ornamentals – **(0)** times per year

PEST MANAGEMENT AND WEED CONTROL

1. The application of insect control products to the turf areas. This excludes fire ant infestation treatment and if necessary a proposal shall be submitted separately.

2. This Agreement does not include the application of any pesticide for the treatment to an ornamental planting taller than ten (10) feet. A proposal for any treatment for control required above this height shall be submitted separately to Management for authorization. In addition, the scope of our service does not include the treatment and application of pesticides for exotic or imported pest such as, Spiraling White Fly, Ficus White Fly, Royal Palm Bug and any other new or exotic species and/or disease which may present themselves, but we will monitor and advise Management of any potential problems.

3. The application of pre-emergent and post-emergent weed control products to the turf areas. U.S. Lawns shall be responsible for selecting control materials from a list of products approved for specific use by the U.S. Environmental Protection Agency, or other agencies with regulatory responsibility over the specific use, and affirmed for that use by the appropriate State Government. As for any uncontrollable pest, where no effective product has been discovered and approved for the specific plant and site use, or where approval has been cancelled by regulatory authorities, U.S. Lawns shall not be accountable for the control or repair of any damage associated with the uncontrollable pest. Furthermore, where new pest problems develop that are not controllable by the reasonable legal use of available approved pest control materials, U.S. Lawns will not be responsible for control or repair of damage caused by such uncontrollable pests.

4. Changes in Federal regulations have resulted in our loss of ability to selectively control various weeds, including crabgrass, when they are present in certain turf. The only control of these weeds is to treat infested turf areas with non-selective products which may result in the necessity to replace the turf. This Agreement does not include turf replacement and if necessary a proposal shall be submitted separately.

5. As a result of the continuing drought conditions along with ongoing changes in insect species and control products that are available for treatment, guaranteed insect control has become more dependent on timely and regular irrigation. Sufficient water must be available at the time of treatment for insect and diseases, as well at the time of fertilizer and control applications, to comply with the instructions for use of the products. In the event sufficient water is not available, U.S. Lawns cannot guarantee the effectiveness of such treatments.

6. U.S. Lawns is not responsible for the loss or decline of turf, shrubs, and/or trees as a result of Sedges or grassy weeds (including Torpedo grasses), Fungus, Grubs, and imported insects. Please note chinch bugs cannot be controlled with contracts fewer than Six (6) services. Additional services cost may be required.

Client Information Form

1. Insurance Certificate

Exact wording for named insured and additional insured on certificate:

_____

_____

Mail certificate to:

_____

_____

2. Primary Contact

Name: _____ Title: _____

Co: _____

Address: _____

_____

Phone: _____ Fax: _____

Comments: _____

3. Property Information

Complete property address:

_____

_____

On-site property contact (if any):

Name: _____ Title: _____

Phone: _____ Fax: _____

Comments: _____

4. Bill to: Email Address

_____

September 16, 2020

Dear Members of the Board,

On behalf of US Lawns of Brevard, we appreciate the opportunity to present an annual *comprehensive landscape maintenance program.*

We have measured and evaluated your property and determined that this enclosed annual maintenance proposal will provide your property with the quality care it needs.

U.S. Lawns of Brevard is a locally owned professional service. We strive to give quality care to our clients by providing:

* **THOROUGH** and **METICULOUS** property maintenance
* **A *Drug-free* TRAINED AND UNIFORMED** service staff
* **FULL INSURANCE** coverage on our employees while on your property
* **REGULAR SITE INSPECTIONS** with property representatives
* **PROMPT RESPONSE** to your needs and concerns
* An agreement **TAILORED** to your specifications, outlining our service and pricing
* Compliance with all **STATE AND FEDERAL** laws
* Compliance with all **OSHA** standards
* ***FLORIDA GREEN INDUSTRIES*** *certified*

We feel confident that, given the opportunity, we will meet your expectations. If you have any questions regarding the following proposal, please do not hesitate to call.

Sincerely,

Shawn Choron
US Lawns of Brevard
321-636-0655 Office
321-806-3957 Fax
321-302-9794 Mobile

Initials _____



at

City of Cocoa Lee Wenner Park

Prepared by

Shawn Choron
US Lawns of Brevard
321-636-0655 Office
321-806-3957 Fax
321-302-9794 Mobile

The U.S. Lawns *comprehensive landscape maintenance* program consists of the following services.

1. The mowing of all turf areas throughout the property once every seven days in the heavy growing season and every fourteen days in the dormant season. A total of 24 services.

    a. Litter removal in the turf and bed areas shall be performed during each maintenance visit. This excludes leaf fall pickup, insect damage, and excess leaves from drought conditions from parking areas, sidewalks, pools, etc. Any excess litter or debris will be brought to the attention of the Client and may result in an additional charge for removal.

2. The edging of all walk and curb areas in concurrence with each mowing.

3. The edging of all plant beds in concurrence with every other mowing or as inspection requires.

4. The weeding of all plant beds as often as plant health and the highest level of order requires.

5. The trimming of tree canopies to maintain a clearance height of eight (8) feet. Excludes limbs larger than two (2) inches in diameter.

6. The shearing of qualifying shrubs and hedges once per month to maintain desired shape and appearance.

7. The power clipping of grass areas inaccessible to our mowing machinery.

8. The air blowing of all walks and paved areas littered in the maintenance process.

9. U.S. Lawns assumes responsibility for any and all damage, including irrigation components, which occur as a result of the maintenance process.

10. If mulch and palms are included in the contract we will not schedule until you are at least 6 months into the contract terms and at our earliest convenience.

11. If mulch and palms are included in the contract we ask that they are not scheduled until you are at least 6 months into the contract.

ADDITIONAL SERVICES WILL BE INCLUDED IN MONTHLY SERVICE IF MARKED BELOW

Fertilization and Insect Control of Turf: Cost per application: # applications per year: Total cost per year:	 $00.00 #6 $	***NOT INCLUDED***
Fertilization and Insect Control of Trees/Shrubs: Cost per application: # applications per year: Total cost per year:	 $00.00 #2 $.00	***NOT INCLUDED***
Installation of Mulch: Cost per yard: # yards per installation: Total cost per installation: # installations per year: Total cost per year:	 $ 55.00 # $.00 #1 $.00	***NOT INCLUDED***
Installation of Annuals: Cost per annual: # annuals per installation: Cost per installation: # installations per year: Total cost per year:	 $ 3.00 # $ # $	***NOT INCLUDED***
Trimming of Palms: Cost per tree: # palms per trimming: Cost per trimming: # trimmings per year: Total cost per year:	 $25.00 # $.00 #1 $.00	***NOT INCLUDED***
Operation and Inspection of Irrigation System: Cost per inspection: # inspections per year: Total cost per year:	 00.00 # 12 $00.00	***NOT INCLUDED***

Payment Terms

U.S. Lawns of Brevard agrees to maintain **City of Cocoa Lee Wenner Park** in the manner prescribed, for a total annual amount of (**$19,630.00),** payable in monthly installments of **($1,635.83)** due on the first day of the month following the month of service. A service charge of 11/2% per month will be added to all balances not paid within 30 days of invoice. This represents an annual rate of 18%.

This annual agreement shall commence on _____ and renew annually on the anniversary date. The parties agree that either party may terminate this agreement with cause upon 30 days written notice to the other party. Upon termination of this contract, all prorated monies for services and hours that have already been rendered shall become immediately due and payable. Should it become necessary for U.S. Lawns to pursue collections of outstanding amounts due, Client agrees to pay attorney fees, court costs, interest, and all expenses incurred in said collection efforts.

For the convenience of the Client only, the monthly charge under this Agreement is the sum of the total charge for all work performed under the Agreement divided by the number of calendar months included in the payment period of the Agreement. In the event this Agreement is terminated early by either party, U.S. Lawns is entitled to recover their unrecovered costs incurred through termination, including a reasonable amount of overhead and profit, and any amount in excess of the monthly charges paid by the Client through the date of the termination. Substantial portions of the work for the year may be performed in the heavy growing months of each year of the Agreement including potentially significant mobilization costs in start-up.

TERMINATION

This agreement may be terminated by the Client for non-performance of U.S. Lawns upon thirty (30) days written notice. U.S. Lawns shall be entitled to cure any deficiencies of performance within ten (10) business days of being notified of deficiencies. If U.S. Lawns corrects the deficiency identified in the written notice within ten (10) business days of receipt of the notice, or if the deficiency is of such a nature that it cannot reasonably be corrected within ten (10) business days and U.S. Lawns commences a good faith effort to correct the deficiency within ten (10) business days of receipt of notice, the grounds for termination shall be deemed cured. If U.S. Lawns fails to correct any deficiencies or remedy good faith effort for the items listed in the termination notice, the Agreement shall be terminated thirty (30) days from the date U.S. Lawns receives the original termination notice. In the event the Client fails to make payments as set forth in this Agreement, U.S. Lawns is entitled to discontinue services.

LIABILITY - U.S. Lawns is not responsible for the condition of the landscape due to drought, freeze, irrigation deficiencies, storm damage, other acts of God, or regulations imposed by governing authorities. U.S. Lawns assumes no liability for damages or consequential damages caused by conditions beyond our control. It is understood and agreed that U.S. Lawns is not liable for any damage that is not caused by the negligence of U.S. Lawns, its agents or employees. U.S. Lawns shall be notified and have the option to inspect any damage assumed to have been caused by them to any persons or property prior to any repairs being completed. If any repairs occur prior to such notification and/or inspection, U.S. Lawns will not be responsible to reimburse Client for any costs associated.

Respectfully submitted by:
U.S. Lawns of Brevard

_____
Brandon Silverstein

Date:_____

Approved and accepted for:
City of Cocoa Lee Wenner Park
By:_____
Board Representative/ Property Manager

Date: _____

Contract Irrigation Specifications

If your maintenance agreement includes irrigation maintenance, the following services shall be performed:

1. A complete audit of the irrigation system will be performed 12 times per year to check system efficiency, coverage, operational limitations and/or operational status.
   - A report, along with a proposal for correction of any deficiencies, will be submitted.
2. During each contract irrigation check, a technician will activate the system and observe for proper coverage and system operation, included in contract
   - Any needed adjustments to coverage, and any damage caused by U.S. Lawns personnel will be performed at that time.
3. If US Lawns is called to the property to repair damage caused by U.S. Lawns service personnel between inspections, this will be performed at no additional cost to the customer.
   - All technicians will report to your management representative when available or a report will be sent for each visit.
4. If US Lawns is called to your property for inspections or repairs of items not caused by U.S. Lawns service personnel (i.e. underground leaks, traffic damage, vandalism, power outages or component or control failures) or, if these items are found during an inspection, property management will be responsible for the cost of materials and labor provided by U.S. Lawns for repairs at a billable rate of **$70.00** per hr.
   - There will be a service charge for service calls when no problem is found to exist.
5. Please note that most irrigation systems were designed and built to maintain the original landscape. Alterations to landscape frequently require modifications to the irrigation system.
   - Property management will be responsible for the cost of materials and labor for such modifications.
6. Sufficient water must be available on a timely basis to prevent drought damage to turf grass, shrubs, trees, and flowers. Deficiencies arising from any of the following conditions are grounds to terminate the expressed or implied warranty on plants:
   - Water bans issued by governing bodies
   - Failure of irrigation systems beyond U.S. Lawns' control
   - Failure of Client to maintain irrigation system in effective working condition
   - Refusal to irrigate for needs of plants
   - Power failures beyond U.S. Lawns control
   - Unavailability of sufficient and suitable water for irrigation of any reason

ACCEPTANCE OF IRRIGATION ADDENDUM

Condition of acceptance. The amount of **$100.00** has been entered as the said "Dollar Amount" not to be exceeded for monthly Irrigation repairs without written permission. The above prices, specifications, and conditions are hereby accepted. Payment will be made as outlined above.

Respectfully submitted by:
U.S. LAWNS OF Brevard

_____
Brandon Silverstein

Date: _____

Approved and accepted for:
City of Cocoa Lee Wenner Park

By: _____
Board Representative/ Property Manager

Date: _____

FERTILIZATION

The fertilization of all accessible turf areas, trees, shrubs and ornamentals with the proper blend of commercial fertilizer. Fertilization shall be applied as follows:

Turf areas – **(0)** times per year
Shrubs and Ornamentals – **(0)** times per year

PEST MANAGEMENT AND WEED CONTROL

1. The application of insect control products to the turf areas. This excludes fire ant infestation treatment and if necessary a proposal shall be submitted separately.

2. This Agreement does not include the application of any pesticide for the treatment to an ornamental planting taller than ten (10) feet. A proposal for any treatment for control required above this height shall be submitted separately to Management for authorization. In addition, the scope of our service does not include the treatment and application of pesticides for exotic or imported pest such as, Spiraling White Fly, Ficus White Fly, Royal Palm Bug and any other new or exotic species and/or disease which may present themselves, but we will monitor and advise Management of any potential problems.

3. The application of pre-emergent and post-emergent weed control products to the turf areas. U.S. Lawns shall be responsible for selecting control materials from a list of products approved for specific use by the U.S. Environmental Protection Agency, or other agencies with regulatory responsibility over the specific use, and affirmed for that use by the appropriate State Government. As for any uncontrollable pest, where no effective product has been discovered and approved for the specific plant and site use, or where approval has been cancelled by regulatory authorities, U.S. Lawns shall not be accountable for the control or repair of any damage associated with the uncontrollable pest. Furthermore, where new pest problems develop that are not controllable by the reasonable legal use of available approved pest control materials, U.S. Lawns will not be responsible for control or repair of damage caused by such uncontrollable pests.

4. Changes in Federal regulations have resulted in our loss of ability to selectively control various weeds, including crabgrass, when they are present in certain turf. The only control of these weeds is to treat infested turf areas with non-selective products which may result in the necessity to replace the turf. This Agreement does not include turf replacement and if necessary a proposal shall be submitted separately.

5. As a result of the continuing drought conditions along with ongoing changes in insect species and control products that are available for treatment, guaranteed insect control has become more dependent on timely and regular irrigation. Sufficient water must be available at the time of treatment for insect and diseases, as well at the time of fertilizer and control applications, to comply with the instructions for use of the products. In the event sufficient water is not available, U.S. Lawns cannot guarantee the effectiveness of such treatments.

6. U.S. Lawns is not responsible for the loss or decline of turf, shrubs, and/or trees as a result of Sedges or grassy weeds (including Torpedo grasses), Fungus, Grubs, and imported insects. Please note chinch bugs cannot be controlled with contracts fewer than Six (6) services. Additional services cost may be required.

City of Cocoa Lee Wenner Park
30-Day Landscape Maintenance Plan
30-DAY GOALS

1. Initiate a program of "detail" weeding of all bed areas and base line the property

2. Apply required pesticides to all applicable turfgrass areas and plant materials.

3. Initiate the establishment of consistent and uniform protective maintenance borders around trees, plants, buildings and other obstacles in the landscaped areas.

4. Conduct a complete inventory of the plant material in order to determine the needs for replacements of severely regressed or missing material and submit cost projections for replacements.

5. Conduct a complete inventory of the irrigation system and submit recommendations and cost projections for corrections and/or improvements if needed.

6. Conduct a complete walk-thru site inspection/review with the designated representative.

7. A complete and comprehensive annual color program will be designed and implemented, considering client's desire, site conditions and seasonal availability. All annuals will be contract grown to assure uniformity and to maximize size and quality.

8. These Contract numbers are good through 11-10-2020.

Client Information Form

1. Insurance Certificate

Exact wording for named insured and additional insured on certificate:

_____

_____

Mail certificate to:

_____

_____

2. Primary Contact

Name: _____ Title: _____

Co: _____

Address: _____

_____

Phone: _____ Fax: _____

Comments: _____

3. Property Information

Complete property address:

_____

_____

On-site property contact (if any):

Name: _____ Title: _____

Phone: _____ Fax: _____

Comments: _____

4. Bill to: Email Address

_____

BID FORM
MOWING & MAINTENANCE OF CITY AREAS
City of Cocoa
BID NO. B-19-05-COC

Proposal of Micnor Corp. DBA: US Lawns of Brevard
(Name)

374 Commerce Pkwy, Rockledge, FL 32955
(Address)

to furnish all materials, service, equipment, and labor required, for MOWING & MAINTENANCE OF CITY AREAS 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.

Line	LOCATION	COST PER CUT	NUMBER OF CUTS	ANNUAL EXTENSION
1.	King Street (S.R. 520) Medians and Rights of Way	$ 1300.00	24	$ 31,200
2.	Cocoa Boulevard (U.S. 1) Medians and selected rights of way areas	$ 2,594	24	$ 62,256
3.	Cemeteries – Hilltop, Cocoa, Pinecrest, and Evergreen	$ 868.00	24	$20,832.00
4.	Bracco Pond, and North Fiske Stormwater Pond	$ 1400.00	24	33,600.00
5.	Water Field Operations	$ 325.00	24	$ 3,900.00
6.	533 Bernard Street	$ 125.50	24	$ 3,012.00

$7,800

TOTAL ANNUAL BASE BID: (TOTAL OF ANNUAL EXTENSION)	$ 154,800

$158,700

One hundred fifty four thousand eight hundred Dollars
(Grand Total Written in words)

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 fifteen **(15) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order.**

Any deviation(s) in the specifications must be so indicated on form number 00311 (EXCEPTIONS TO SPECIFICATIONS/CLARIFICATIONS).

The Contractor shall procure and shall maintain the City's insurance requirement during the life of this Contract. (See Section 0070 General Conditions)

Upon award, **this Contract begins October 1, 2018 and will remain in effect until September 30, 2019. The agreement is renewable for two (2) each twelve (12) month periods (October 1 to September 30)**, at the same rates, with the approval of both parties and contingent on funds and approval by the Cocoa City Council.

Receipt of Addenda Number(s) _____ is acknowledged.

Dated this 19th day of September, 2018.

Micnor Corp. - DBA: US Lawns of Brevard
(Company or Corporation Name)

374 Commerce Pkwy
(Street or P.O. Box)

Rockledge, FL 32955
(City, State and Zip Code)

321-636-0655
(Area Code and Phone Number)

321-806-3957
(Area Code and Fax Number)

brandon@uslawnsofbrevard.com
(Email Address)

By Brandon Silverstein - Owner
(Name Printed and Title)

(Signature)

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Brandon Silverstein who, after first being sworn by me,

affixed his/her signature in the space provided above on this 19th day of

September, 2018.

(Notary Public)

My commission Expires:

COREY SLAVIK
Notary Public – State of Florida
Commission # GG 161152
My Comm. Expires Mar 13, 2022
Bonded through National Notary Assn.

Legislation Details (With Text)

File #:	20-582	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/1/2020			**In control:**	City Council
On agenda:	9/23/2020			**Final action:**	
Title:	Fire Incident Summary Report for August 2020 (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	August 2020 Cocoa Fire Rescue By Incident Type Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 1, 2020
Agenda Date: September 23, 2020
Prepared By: Samuel Byrd, Deputy Fire Chief
Through: Jonathan Lamm, Fire Chief
Requested Action:
Informational Item Only

BACKGROUND:

Fire Incident Summary Report for August 2020

STRATEGIC PLAN CONNECTION:

Public Safety- Enhancing the public awareness to the calls for service provided by the Cocoa Fire Rescue Department for the month of August.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

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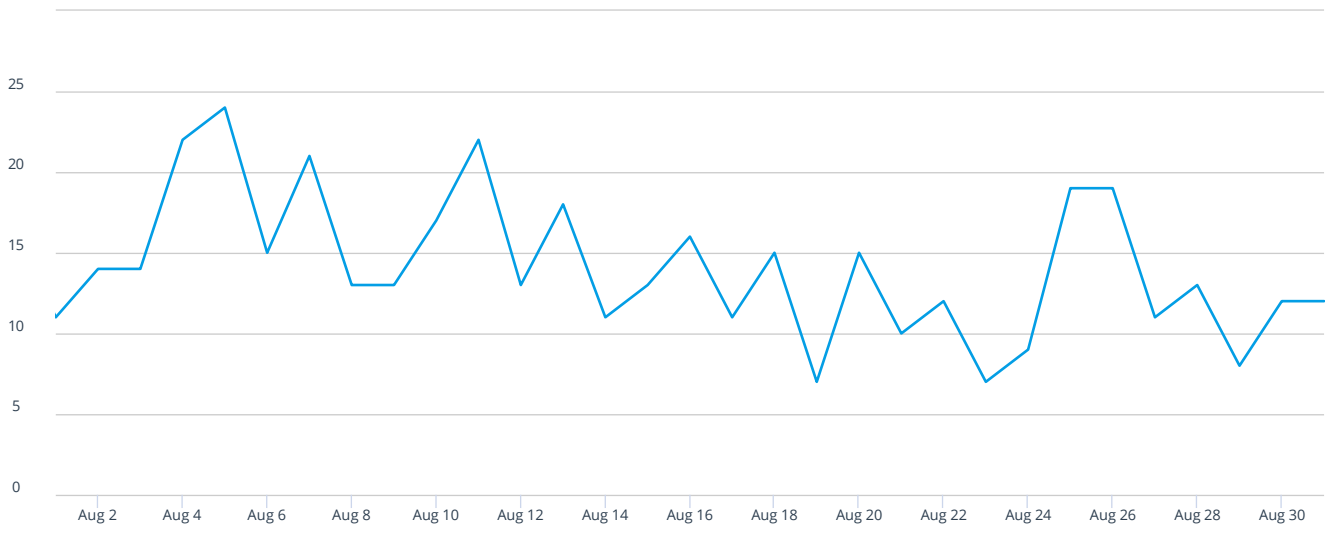
Custom Aug 1, 2020 - Aug 31, 2020

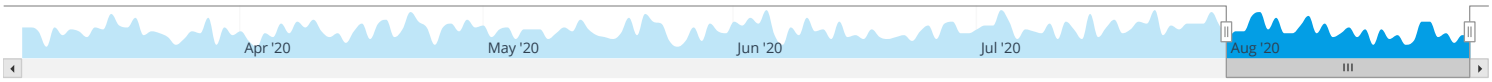
42%
FIRE
Percentage of Total Incidents

57%
EMS
Percentage of Total Incidents

437
INCIDENTS
In Selected Time Slice

31
DAYS
In Selected Time Slice





Counts | % Rows | % Columns | % All

Week Ending	8/2/20	8/9/20	8/16/20	8/23/20	8/30/20	9/6/20	9/13/20	9/20/20	9/27/20	10/4/20	10/11/20	10/18/20	10/25/20	Total
(10) Fire, other			1											1
(11) Structure Fire			1	1										2
(14) Natural vegetation fire		1			1									2
(15) Outside rubbish fire		1	1		1									3
(25) Excessive heat, scorch burns with no ignition		1												1
(30) Rescue, emergency medical call (EMS), other	1	7	3	1	1									13
(31) Medical assist	1	2	4	2	2									11
(32) Emergency medical service (EMS) incident	12	56	61	42	49	7								227
(44) Electrical wiring/equipm. problem		2			1									3
(45) Biological hazard		1												1
(46) Accident, potential accident				1	1									2
(50) Service call, other				1										1
(51) Person in distress			1											1
(55) Public service assistance		15	4	5	14	1								39
(60) Good intent call, other		2	2		1									5

Week Ending	8/2/20	8/9/20	8/16/20	8/23/20	8/30/20	9/6/20	9/13/20	9/20/20	9/27/20	10/4/20	10/11/20	10/18/20	10/25/20	Total
(61) Dispatched and canceled en route	8	25	25	16	15	3								92
(62) Wrong location, no emergency found		1	2	2										5
(65) Steam, other gas mistaken for smoke		1	1											2
(70) False alarm and false call, other	1	3	3	4	2									13
(73) System or detector malfunction				1	1									2
(74) Unintentional system/detect... operation (no fire)	2	4	1	1	2									10
NULL						1								1
Total	25	122	110	77	91	12								437

Legislation Details (With Text)

File #:	20-597	**Version:**	1	**Name:**	August, 2020 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/4/2020			**In control:**	City Council
On agenda:	9/23/2020			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 08/31/2020. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthly Report to City Council 10.01.19 thru 08.31.20.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	September 4, 2020
Agenda Date:	September 23, 2020
Prepared By:	Christine Savage, Junior Buyer & Contract Specialist
Through:	Heath Hancher, Purchasing Manager

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 08/31/2020**.**

BACKGROUND:

The following reports for the period October 01, 2019 through August 31, 2020 provide a summary of all the purchases $35,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

None. Information only.

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Purchase Order Approvals 10-01-19 thru 08-31-20

$35,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 29

City Manager = 18

City of Cocoa CRA Board = 0

City Council = 11

Purchase Order Approvals 10-01-19 thru 08-31-20
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
75274	10/9/2019	Alan Jay Chevrolet Oldsmobile	$ 36,196.00	10/9/2019	Matthew J. Fuhrer (Acting)
75276	10/9/2019	Trane (Maitland)	$ 46,986.00	10/9/2019	Matthew J. Fuhrer (Acting)
75279	10/9/2019	S & L Materials, Inc.	$ 35,000.00	10/9/2019	Matthew J. Fuhrer (Acting)
75373	10/11/2019	Ring Power Corporation-Palm Bay	$ 42,589.00	10/11/2019	John A. Titkanich, Jr. AICP
75430	10/18/2019	Core & Main LP	$ 45,154.90	10/15/2019	John A. Titkanich, Jr. AICP
75461	10/18/2019	Brev. Cty. Emergency Management	$ 38,012.00	10/15/2019	John A. Titkanich, Jr. AICP
75636	11/13/2019	H&H Liquid Sludge Disposal	$ 47,000.00	11/12/2019	John A. Titkanich, Jr. AICP
75640	11/13/2019	Verizon Wireless	$ 41,280.00	11/13/2019	Matthew J. Fuhrer (Acting)
75659	11/15/2019	Garganese, Weiss, D'Agresta	$ 35,000.00	11/15/2019	Matthew J. Fuhrer (Acting)
75876	12/23/2019	G4S Secure Solutions (USA) Inc.	$ 37,268.40	12/20/2019	John A. Titkanich, Jr. AICP
76119	2/20/2020	DMD Consultants Inc.	$ 49,984.00	2/19/2020	John A. Titkanich, Jr. AICP
76336	4/2/2020	Stantec Consulting Services	$ 39,666.00	3/27/2020	Matthew J. Fuhrer (Interim CM)
76452	4/27/2020	Danella Construction Corp.	$ 45,896.54	4/21/2020	Matthew J. Fuhrer (Interim CM)
76475	5/5/2020	Vortex Services, LLC	$ 49,998.00	5/5/2020	Matthew J. Fuhrer (Interim CM)
76494	5/11/2020	Cummins Sales & Service	$ 35,365.62	5/11/2020	Matthew J. Fuhrer (Interim CM)
76588	6/9/2020	Empire Computing & Consulting	$ 46,337.30	6/4/2020	Matthew J. Fuhrer (Interim CM)
76691	6/26/2020	Carollo Engineers, Inc.	$ 49,858.64	6/25/2020	Matthew J. Fuhrer (Interim CM)
76718	7/8/2020	Empire Computing & Consulting	$ 49,313.22	7/2/2020	Matthew J. Fuhrer (Interim CM)

18 **Purchase Order Approved by City Manager**

Purchase Order Approvals 10-01-19 thru 08-31-20
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

Purchase Order Approvals 10-01-19 thru 08-31-20
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
75230	10/8/2019	Flowers Chemical Laboratories	$ 44,712.00	9/25/2018	City Council
75254	10/9/2019	Industrial Chemicals Inc.	$ 35,200.00	9/11/2019	City Council
75284	10/9/2019	Axon Enterprises, Inc.	$ 49,902.00	10/24/2017	City Council
75364	10/11/2019	FL. Dept. of Corrections	$ 43,122.75	12/12/2017	City Council
75370	10/11/2019	Brev. Cty. Bd. Of Cty. Comm.	$ 50,000.00	10/25/2016	City Council
75379	10/11/2019	United Self Insured Services	$ 50,000.00	8/22/2017	City Council
75495	10/25/2019	Glover Oil Company	$ 35,775.00	12/12/2017	City Council
75571	11/1/2019	Alan Jay Chevrolet Oldsmobile	$ 46,860.00	10/23/2019	City Council
75642	11/13/2019	Lisa Cullen Tax Collector-Titusville	$ 36,960.00	4/24/2018	City Council
75780	12/9/2019	University of Central Florida	$ 50,000.00	10/9/2019	City Council
76814	8/5/2020	Expert Security Professionals	$ 37,951.95	7/22/2020	City Council

11 **Purchase Order Approved by City Council**

Legislation Details (With Text)

File #:	20-607	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/11/2020			**In control:**	City Council
On agenda:	9/23/2020			**Final action:**	
Title:	Review of City of Cocoa and LIUNA Memorandum of Understanding regarding wages and health insurance. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	LIUNA				
Code sections:					
Attachments:	LIUNA Contract 10-1-18 to 9-30-21.pdf Cocoa LIUNA Article 14 Wages and 15 Health Insurance MOU (9-10-20).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 11, 2020
Agenda Date: September 23, 2020
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: Matthew Fuhrer, Interim City Manager
Requested Action:
Review of City of Cocoa and LIUNA Memorandum of Understanding regarding wages and health insurance.

BACKGROUND:

The City of Cocoa and the Laborers' International Union of North America (LIUNA) Local 630 have an existing collective bargaining agreement in effect for October 1, 2018 - September 30, 2021. In accordance with Article 5.2 of the agreement, it allows for modification of an article with mutual consent by a letter of agreement.

The City and LIUNA entered into a Memorandum of Understanding (MOU) on September 10, 2020 between LIUNA Business Manager Ronnie Burris and Interim City Manager Matthew Fuhrer to document the mutual agreement to increase the pay plan wage minimums and maximums by three percent (3%) under Article 14 Wages. The pay plan change is included in the proposed Fiscal Year 2021 budget and was presented during the first and second reading of the budget.

Additionally, the mutual agreement was documented for the City to absorb the health insurance increase for dependent coverage for Fiscal Year 2020 and 2021. City Council approved this at regular City Council Meetings on July 10, 2019 and July 22, 2020. This MOU is being done to document the mutual agreement to do so under the CBA. A copy of the executed MOU is attached, which outlines the modifications to the collective bargaining agreement.

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 FY2021 General, Stormwater, and Water Accounts.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A

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AGREEMENT

between

THE CITY OF COCOA, FLORIDA

(The City)

and

LOCAL 630

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

AFL-CIO

(The Union)

EFFECTIVE

October 1, 2018

through

September 30, 2021

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SIGNATURE PAGE 53

PREAMBLE

This Agreement is entered into as of October 1, 2018, between the City of Cocoa, hereinafter referred to as the City, and Laborers' International Union of North America (AFL-CIO) (LIUNA) Local 630, 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 630, 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.

5.4 The Administrative Services Director or his/her designee and the LIUNA Business Agent or his/her designee agree to convene discretionary quarterly for a “Labor Management Meeting” to confer on matters of interest to each party. These meetings shall be held at a time and place mutually agreeable to the parties and shall be comprised of the LIUNA Business Manager and the

Chief Steward, or his/her designee from the Union unless the parties mutually agree to a different number.

5.5 The parties must agree that neither Special Meetings nor the Quarterly Labor -Management Meetings shall be used to renegotiate the terms of this Agreement or to discuss matters addressed in the grievance process.

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 Five (5) area stewards who represent their department/division, five (5) alternate stewards to act as a steward only if the normal steward is off work and one (1) Chief/Roving Steward.

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. Alternate stewards shall not participate in Negotiations.

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, may grant approval for union business leave for any Union Steward of the Union to attend union functions or sponsored training. This union business leave shall not exceed 100 hours per fiscal year. Such union business leave needs to be requested and coordinated with the Chief Steward and/or Business Manager, and approved by the member's manager in advance, similar to vacation leave.

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 for disciplinary or termination actions.

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 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.

H. 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 the union does not initiate the grievance or appeal a decision of management within the time limits specified, the grievance shall be considered dismissed.

8.3 PROCEDURE

STEP 1: The grievant shall discuss the grievance with his/her Superintendent/ Division Manager or designee within ten (10) 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 ten (10) 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 ten (10) 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 ten (10) 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 ten (10) 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 ten (10) 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 twenty (20) 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 eighty (80) hours. With the exception of criminal investigations, the normal investigation should not take more than two (2) 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 (5) years from date of occurrence.

9.4 Normally, progressive disciplinary action (oral reprimand, 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 oral or written reprimand.

Oral reprimands 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 an oral reprimand 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 (0-36 months)	80 hours
4-10 (37-120 months)	96 hours
11-15 (121-180 months)	120 hours

16 and over (181 months 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 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 accrue eight (8) hours sick leave per month, 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.

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 at least one (1) hour prior to 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 afternoon shift shall receive a shift

differential of fifty cents ($.50) per hour. Employees assigned to a regular midnight shift shall receive seventy-five ($.75) 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, employees will receive emergency pay at straight pay for hours that were not worked for their regular work schedule. An employee who performs work during the disaster period will receive overtime pay for all hours worked plus emergency pay for their regular scheduled shift (excludes standby-by and call-ins). 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. The City reserves the right to reopen this article during FY19 to negotiate further contract changes.

ARTICLE 14 WAGES

14.1 A. The City shall provide LIUNA bargaining unit members with a three percent (3%) wage increase effective October 1 of fiscal year 2019, 2020, and 2021. Bargaining unit members must be employed prior to June 1 to be eligible for a wage increase in the ensuing fiscal year.

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, 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 Pool Operator	$50 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
• Wastewater Collection System Operator	
Class C Certification	$100 year
Class B Certification	$50 year

Class A Certification	$50 year
Maximum	$200 year

- Electrician

Journeyman Electrician	$100 year
Master Electrician	$100 year

- Locksmith

Professional Locksmithing	$100 year
Advanced or Commercial Locksmithing	$50 year
Maximum	$150 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.

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.

A. The City will provide keep in stock wide brim hats for those employees working outside as protection from the elements.

B. In accordance with the City's Safety and Loss Control Program, positions designated by management that are required to wear ANSI Z41 approved steel-toe safety shoes daily, will receive a shoe allowance. For FY19 the approved employees employed as of October 1 will receive a $120 shoe allowance via payroll by November 15, for the purchase and/or repair of safety shoes. Electricians will receive a safety shoe allowance of $215.00 for Fiscal Year 2019. For years 2020 and 2021, the City and Union will reopen this article to negotiate whether the shoe allowance will continue at the FY19 rate or if an alternative-shoe selection process. If an agreement is not made timely the allowance shall continue for the duration of this Agreement. Employees in designated positions who are hired after October 1st of each fiscal year will receive

their shoe allowance at the time of hire. Employees that leave employment prior to the completion of probation will be required to pay such allowance.

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.

C. 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.

D. 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 SEVERABILITY

20.1 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 21 SAVINGS CLAUSE

21.1 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.

21.2 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 22 PROBATIONARY PERIOD FOR EMPLOYEES

22.1 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.

22.2 All probationary employees are to be evaluated in writing at the end of six (6) months.

22.3 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.

22.4 Initial probationary employees are not covered in any way by the grievance procedure.

22.5 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.

22.6 Employees in a probationary status are not eligible for promotional or voluntary transfers during the probationary period.

ARTICLE 23 SENIORITY

23.1 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.

23.2 Cumulation: Seniority shall accumulate during absence because of illness, injury, vacation, or other authorized leave.

23.3 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.

23.4 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 24 REDUCTION IN FORCE

24.1 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.

24.2 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. If the laid off employee fails to respond to the recall notice within ten (10) calendar days from the date of receiving the notice of recall, he/she shall forfeit all further recall rights.

24.3 Employees who are scheduled to be laid off shall receive two (2) week of notice or, in the alternative, two (2) week of pay in lieu of notice.

24.4 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 25 PROMOTIONAL VACANCIES

25.1 Notice of a vacancy in an existing or new position covered by this Agreement shall be posted for a minimum 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 considered acceptable notice. 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 internal posting period will be considered with external applicants, if applicable.

25.2 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. Additionally, management shall take in consideration past performance history and discipline for supporting a hiring decision. Seniority shall be the governing factor in making the selection only when all other criteria are equal.

25.3 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.

In the event an employee is either voluntarily or involuntarily demoted, their pay shall be decreased the same amount it was increased for the related position promotion, but include any annual wage increases that were received during that time. In no case may an employee be paid more than the new pay range.

25.4 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].

25.5 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.

25.6 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 Electrician/Industrial Electrician I will be promoted to Electrician/Industrial Electrician II after successfully meeting the position requirements of the "II" level.

C. Employees classified as an Environmental Analyst I will be promoted to Environmental Analyst II after successfully meeting the position requirements of the "II" level.

ARTICLE 26 INTENT OF AGREEMENT

26.1 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 27 – DURATION

27.1 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.

27. 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, 2021. Only Article 13 and Article 17 (Shoe Allowance) will be reopened as stated in the respective Article.

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	LU8
Backflow Technician	LU6
Certified Operator “C”	LU9
Certified Operator “B”	LU10
Certified Operator “A”	LU11
Crew Leader	LU8
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
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

SIGNATURE PAGE

CITY OF COCOA

Henry U. Parrish III
Mayor

John A. Titkanich, Jr.
City Manager

9/25/18
Date Signed

LOCAL 630

Ronnie Burris
Business Agent

Andy Newsome
Chief Union Steward

10/11/2018
Date Signed

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 630, 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 amend Article 14 Wages and Article 15 Health and Welfare of the Collective Bargaining Agreement between the City and LIUNA dated October 1, 2018 through September 30, 2021 as stated below (underlined type are additions and ~~strikeout~~ type are deletions to the CBA).

The City and LIUNA agree to the following:

Article 14 - Wages

14.1 A. The City shall provide LIUNA bargaining unit members with a three percent (3%) wage increase effective October 1 of fiscal year 2019, 2020, and 2021. Pay grade minimums and maximums will be increased by three percent at the start of Fiscal Year 2021. Bargaining unit members ~~must be employed prior to June 1 to be eligible for a wage increase in the ensuing fiscal year~~ unless they are being brought to the new established pay grade minimum. For Fiscal Year 2021, bargaining unit members will be brought to the new pay grade minimum or receive a three percent (3%) wage increase.

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.

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. For Fiscal Year 2020 and 2021, the City will absorb the cost of the dependent coverage increase on the health plan.

Mutually agreed to on September 10, 2020

Signed: Ronnie Burris LIUNA

Signed: _____ City of Cocoa

Legislation Details (With Text)

File #:	20-609	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/11/2020			**In control:**	City Council
On agenda:	9/23/2020			**Final action:**	
Title:	FY 2020 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	August FY 2020 EXPENSE Budget Tracking Worksheet.pdf August FY 2020 REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 11, 2020
Agenda Date: September 23, 2020
Prepared By: Anthony Hagan / Grants Administrator
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director
Requested Action:
FY 2020 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 2020 thru August 31, 2020.

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 2020 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 8/31/2020

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1000 - CITY COUNCIL					
02/14/20	001-1000-511.40-00	(50)	FL LOC BUDGET NEEDED		1867
	001-1000-511.54-00	50			
08/12/20	001-1000-511.40-00	(4,000)	CITY FYI NEWS MAILINGS RES # 2020-188		4123
	001-1000-511.42-00	4,000			
2	Budget Amendments/Transfers		Division 1000 Total	$0	
1100 - CITY MANAGER'S OFFICE					
12/30/19	001-1100-512.41-00	433	CITY MANAGER'S AIR CARD WAS NOT BUDGETED		1207
02/14/20	001-1100-512.49-00	(168)	ADOBE CLOUD RENEWAL CM OFFICE		1867
	001-1100-512.54-00	168			
02/26/20	001-1100-512.48-00	(15,000)	Survey for StrategicPlan Resolution 2020-121		2039
	001-1100-512.31-00	20,000			
04/08/20	001-1100-512.24-00	297	PAYOUTS-CM TERM 2020-130		2578
	001-1100-512.21-00	8,831			
	001-1100-512.22-03	10,130			
	001-1100-512.22-00	11,659			
	001-1100-512.12-00	72,559			
	001-1100-512.12-12	133,557			
04/22/20	001-1100-512.40-00	3,500	CM RECRUITMENT BUDGET R 2020-139		2738
	001-1100-512.31-00	17,500			
05/27/20	001-1100-512.55-00	(3,000)	MOVE TRAV /TRAIN TO PARKS TXFR FOR BEAUTIF		3267
08/12/20	001-1100-512.46-00	6	ADDL BUDGET CM OFFICE ACCOUNTS		4123
	001-1100-512.51-00	23			
	001-1100-512.54-00	100			
	001-1100-512.49-00	(25,000)	CORR ACC - PROMO EXP RES # 2020-188		4123
	001-1100-512.48-00	25,000			
	001-1100-512.12-00	(10)	RCLS CM OFFICE BUDGET RES # 2020-188		4123
	001-1100-512.52-00	(129)	RCLS CM OFFICE BUDGET RES # 2020-188		4123
	001-1100-512.14-00	10			
10	Budget Amendments/Transfers		Division 1100 Total	$260,466	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1103 - INFORMATION TECHNOLOGY					
11/22/19	001-1103-516.64-15	27,402	PO 74683 / EMPIRE COMP FY20 PO ROLLOVER		722
	001-1103-516.42-00	125	PO 75059 / GRANICUS FY20 PO ROLLOVER		722
	001-1103-516.52-00	4,375			
	001-1103-516.46-00	9,100	PO 75119 / CDW GOV INC FY20 PO ROLLOVER		722
	001-1103-516.52-00	21,079	PO 75131 / KRONOS FY20 PO ROLLOVER		722
12/30/19	001-1103-516.41-00	(433)	CITY MANAGER'S AIR CARD WAS NOT BUDGETED		1207
03/17/20	001-1103-516.63-00	(60,000)	Assign AB Project Numbers		2283
	001-1103-516.64-15	(60,000)			
	001-1103-516.63-00	60,000			
	001-1103-516.64-15	60,000			
05/11/20	001-1103-516.31-00	(232)	CORR AT&T BILL ERROR		2962
	001-1103-516.41-00	232			
05/27/20	001-1103-516.31-00	(59,945)	PRCHSE DATRIUM DATA NODES		3269
	001-1103-516.56-15	18,076			
	001-1103-516.64-15	41,869			
06/01/20	001-1103-516.64-15	(37,091)	COVID - CITY WIFI UPGRADE		3303
	001-1103-516.46-00	(9,248)			
06/10/20	001-1103-516.31-00	(65,000)	CH AND PD SERVER REPLACE		3349
	001-1103-516.46-00	5,478			
	001-1103-516.52-00	15,252			
	001-1103-516.64-15	44,270			
08/12/20	001-1103-516.31-00	(121,000)	RECL ERP RFP BUDGET INFO TECH - RES #2020-190		4119
11	Budget Amendments/Transfers		Division 1103 Total	($105,691)	
1190 - LEISURE SERVICES					
12/30/19	001-1190-574.34-00	(500)	PUMPKINS - 2019 FALL FEST		1207
	001-1190-574.48-00	500			
08/12/20	001-1190-574.15-00	(1,900)	ADD WORKERS COMP RES # 2020-188		4123
	001-1190-574.24-00	1,900			
2	Budget Amendments/Transfers		Division 1190 Total	$0	
1500 - FINANCE GENERAL ACCOUNTNG					
05/27/20	001-1500-513.40-00	(1,000)	MOVE TRAV /TRAIN TO PARKS TXFR FOR BEAUTIF		3267
	001-1500-513.55-00	(1,000)			
08/12/20	001-1500-513.13-00	(14,430)	ACCRUALS / PRINTER SVC BDGT AWRD / RES# 2020-188		4123
	001-1500-513.51-00	(1,045)			
	001-1500-513.47-00	171			
	001-1500-513.52-00	189			
	001-1500-513.49-00	305			
	001-1500-513.46-00	380			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/12/20	001-1500-513.12-12	14,430	ACCRUALS / PRINTER SVC BDGT AWRD / RES# 2020-188		4123
2	Budget Amendments/Transfers		Division 1500 Total	($2,000)	
1505 - PURCHASING					
05/27/20	001-1505-513.40-00	(1,000)	MOVE TRAV /TRAIN TO PARKS TXFR FOR BEAUTIF		3267
08/12/20	001-1505-513.12-00	(2,201)	PCARD COORD ACCRUALS OVERTIME / VENDOR LINK		4123
	001-1505-513.49-00	13			
	001-1505-513.14-00	88			
	001-1505-513.56-15	1,500			
	001-1505-513.12-12	2,100			
2	Budget Amendments/Transfers		Division 1505 Total	$500	
1510 - FINANCE UTILITY ACCOUNTNG					
03/17/20	001-1510-536.64-15	(41,127)	Assign AB Project Numbers		2283
	001-1510-536.64-15	41,127			
08/12/20	001-1510-536.52-00	62	ADDL BUDGET		4123
	001-1510-536.54-00	90			
	001-1510-536.41-00	150			
	001-1510-536.12-00	(3,949)	CSR / RECEPTION ACCRUALS		4123
	001-1510-536.12-12	3,349			
	001-1510-536.34-00	(15,000)	INSTLL SECURE PAYMNT BOX FOR UTILITY PAYMENTS		4123
	001-1510-536.64-15	15,000			
	001-1510-536.56-15	(1,500)	PCARD COORD ACCRUALS OVERTIME / VENDOR LINK		4123
	001-1510-536.51-00	(302)	RCLS BUDGET		4123
	001-1510-536.15-00	600	SPANISH FLUENCY / CALL ID		4123
7	Budget Amendments/Transfers		Division 1510 Total	($1,500)	
1600 - GENERAL OPERATIONS					
11/13/19	001-1600-513.39-00	(11,983)	ADD POLICE HYBRID PWR TRN TO 6 NEW PD INTERCEPTORS		635
11/22/19	001-1600-513.31-00	5,775	PO 73903 / INTEGRITY PUB FY20 PO ROLLOVER		722
	001-1600-513.31-00	2,840	PO 75129 / SUPERION LLC FY20 PO ROLLOVER		722
12/11/19	001-1600-513.39-00	(47,000)	LABOR GRIEVIANCE SETTLMNT AGENDA 19-611 12/11/19		1098
	001-1600-513.49-00	47,000			
	001-1600-513.39-00	(19,937)	SEC 108 LOAN SUBSIDY FEE JOE LEE SMITH CTR CONST		1106
	001-1600-581.91-08	19,937			
12/30/19	001-1600-513.49-00	(1,760)	MR INVOICE CHANGE "TOTAL DUE" WHEN PRINTED		1207
	001-1600-513.34-00	1,760			
01/09/20	001-1600-513.31-00	(1,500)	ADD FNDS FOR FLEET MAINT NOT BUDGTD		1349
	001-1600-513.46-03	1,500			
	001-1600-513.31-01	(435,973)	CORR ACCT # FOR LEGAL EXPENSES / CITY ATTORNEY		1347
	001-1600-514.31-01	435,973			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
01/09/20	001-1600-513.23-00	(441,812)	CORR ACCT # FOR RETIREE INSURANCE	1348
	001-1600-513.23-02	441,812		
01/22/20	001-1600-581.91-32	36,849	INC FND / RVRFRNT PROM RES 2020-176 / CC 1/22/20	3752
01/24/20	001-1600-513.39-00	(5,969)	ADD FNDS ARBITRAGE PO 75815 / INTEGRITY FIN	1554
	001-1600-513.31-00	2,494		
	001-1600-513.31-00	3,475		
	001-1600-513.31-00	(2,840)	CORR ACCT # FOR PO 75129 SUPERION / PO TEMPLATE	1553
	001-1600-513.34-00	2,840		
	001-1600-513.39-00	(1,865)	CORR NEG BAL IN ACCT FROM BA20-013T / PO 75968	1553
	001-1600-513.49-00	1,865		
	001-1600-513.39-00	(40,000)	FULL COST OF FY 19 AUDIT	1555
	001-1600-513.32-00	40,000	FULL COST OF FY19 AUDIT	1555
02/14/20	001-1600-513.31-00	(4,000)	COVER COST OF AEDU BREAKFAST	1867
02/26/20	001-1600-513.31-00	(5,000)	Survey for StrategicPlan Resolution 2020-121	2039
03/17/20	001-1600-513.31-33	(188,528)	Assign AB Project Numbers	2283
	001-1600-513.52-33	(95,760)		
	001-1600-513.48-00	(900)		
	001-1600-513.48-00	900		
	001-1600-513.52-33	95,760		
	001-1600-513.31-33	188,528		
04/01/20	001-1600-581.91-30	191,171	SEAWALL TIEBACKS RVRFRNT	2476
04/22/20	001-1600-513.39-00	(21,000)	CM RECRUITMENT BUDGET R 2020-139	2738
05/27/20	001-1600-513.31-00	(15,000)	COVID / CITY MANAGEMENT RETREAT CANCELLED	3270
	001-1600-513.31-00	(50,000)	COVID / IT SECURITY STUDY CANCELLED	3270
	001-1600-513.13-00	(7,875)	COVID / SUMMER YOUTH PROGRAM CANCELLED	3270
	001-1600-513.21-00	(605)		
	001-1600-513.24-00	(310)		
06/10/20	001-1600-513.39-00	(52,000)	GEOTECH SVCS / BLDG OFF	3350
07/22/20	001-1600-513.42-00	999	CHAMBER SOUND SYST UPGR RES # 2020-178	3862
	001-1600-513.55-00	1,140		
	001-1600-513.31-00	31,725		
	001-1600-513.52-00	40,833		
08/12/20	001-1600-513.31-02	(1,920)	BENTEK API SOFTWARE	4123
	001-1600-513.56-15	1,920		
	001-1600-513.22-00	(171,101)	CORR GEN RET CONTRIB RES # 2020-188	4123
	001-1600-513.52-30	224		
	001-1600-513.39-00	(20,000)	PINEDA ST ANALYSIS US 1 LIGHT POLE REPLACE	4123
	001-1600-513.31-00	121,000	RECL ERP RFP BUDGET INFO TECH - RES #2020-190	4119
29	Budget Amendments/Transfers		Division 1600 Total	$73,682

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1601 - EMERGENCY/DISASTER SVS					
11/22/19	001-1601-525.34-00	32,000	PO 73904 / EAST C FL PLAN FY20 PO ROLLOVER		722
06/01/20	001-1601-525.46-00	2,682	COVID - CITY WIFI UPGRADE		3303
	001-1601-525.56-15	5,965			
	001-1601-525.56-15	37,692			
06/10/20	001-1601-525.34-00	46,410	COVID / INCREASED MOWING COST / NO INMATE CREWS		3351
3	Budget Amendments/Transfers			Division 1601 Total $124,749	
1801 - HUMAN RESOURCES					
05/27/20	001-1801-513.13-00	(2,400)	COVID / HR INTERN POSITION FROZEN		3270
	001-1801-513.21-00	(184)			
	001-1801-513.24-00	(5)			
08/12/20	001-1801-513.12-00	(820)	HR TECH / SR HR COORD ACCURALS		4123
	001-1801-513.12-12	820			
2	Budget Amendments/Transfers			Division 1801 Total ($2,589)	
1805 - CITY CLERK					
08/12/20	001-1805-513.13-00	(193)	RECORD SEC P/T ACCRUALS		4123
	001-1805-513.12-12	193			
1	Budget Amendments/Transfers			Division 1805 Total $0	
2100 - POLICE ADMIN/OPERATIONS					
10/09/19	001-2100-521.31-00	50,000	BA #20-001-A - PLANNING SVCS FOR COCOA PD		238
10/23/19	001-2100-521.52-11	22,166	BA #02-002-A - ACCEPT JAG GRANT FOR PD FOR FY20		312
	001-2100-521.52-12	10,507	BA #02-003-A - ACCEPT BVP GRANT FOR PD FOR FY20		312
	001-2100-521.52-00	(12,951)	BA #20-004-P - MOVE GRANT MATCH BUDGET TO NEW ACCT		313
	001-2100-521.52-00	15,389			
11/13/19	001-2100-521.64-00	11,983	ADD POLICE HYBRID PWR TRN TO 6 NEW PD INTERCEPTORS		635
11/22/19	001-2100-521.42-00	25	PO 74134 / ONE BEAT CPR FY20 PO ROLLOVER		722
	001-2100-521.52-00	7,700			
	001-2100-521.64-00	6,164	PO 74411 / DANA SAFETY FY20 PO ROLLOVER		722
12/30/19	001-2100-521.52-00	(15,389)	CORR BAF 20-004 CORR ACCT #		1207
	001-2100-521.52-12	15,389			
01/09/20	001-2100-521.46-00	(933)	JAG GRANT COSTS INCREASED PO 75782 / EMPIRE COMP		1349
	001-2100-521.52-11	933			
	001-2100-521.56-15	(3,000)	VOCA GRANT / CORR PROJ # FOR FY20 GRANT MATCH		1345
	001-2100-521.52-00	(2,926)			
	001-2100-521.51-00	(2,000)			
	001-2100-521.41-00	(1,580)			
	001-2100-521.47-00	(1,157)			
	001-2100-521.47-00	1,157			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
01/09/20	001-2100-521.41-00	1,580	VOCA GRANT / CORR PROJ # FOR FY20 GRANT MATCH	1345
	001-2100-521.51-00	2,000		
	001-2100-521.52-13	2,926		
	001-2100-521.56-15	3,000		
02/14/20	001-2100-521.46-00	(54)	SHIPPING CHARGES PO 75808 JAG GRANT	1867
	001-2100-521.52-11	54		
03/09/20	001-2100-521.12-00	(41,431)	ADD FNDS TO MEET BDGTD PAYROLL TOTALS FY20	2153
	001-2100-521.46-00	(2,507)		
	001-2100-521.49-00	2,507		
03/17/20	001-2100-521.64-00	(255,774)	Assign AB Project Numbers	2283
	001-2100-521.44-00	(54,222)		
	001-2100-521.56-15	(54,100)		
	001-2100-521.64-00	(39,973)		
	001-2100-521.52-00	(33,087)		
	001-2100-521.34-00	(28,625)		
	001-2100-521.52-00	(26,150)		
	001-2100-521.52-00	(20,714)		
	001-2100-521.49-21	(20,000)		
	001-2100-521.56-15	(15,050)		
	001-2100-521.52-00	(12,951)		
	001-2100-521.52-00	(12,500)		
	001-2100-521.44-00	(11,670)		
	001-2100-521.44-00	(11,520)		
	001-2100-521.52-00	(10,265)		
	001-2100-521.52-00	(10,254)		
	001-2100-521.52-00	(10,128)		
	001-2100-521.44-00	(7,500)		
	001-2100-521.52-00	(7,443)		
	001-2100-521.52-00	(7,172)		
	001-2100-521.46-00	(5,224)		
	001-2100-521.64-15	(5,000)		
	001-2100-521.52-00	(4,700)		
	001-2100-521.52-00	(4,605)		
	001-2100-521.46-00	(4,400)		
	001-2100-521.46-00	(4,300)		
	001-2100-521.52-00	(4,000)		
	001-2100-521.40-00	(3,987)		
	001-2100-521.52-00	(3,601)		
	001-2100-521.56-15	(3,000)		
	001-2100-521.52-00	(2,926)		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
03/17/20	001-2100-521.54-00	(2,610)	Assign AB Project Numbers	2283
	001-2100-521.52-00	(2,423)		
	001-2100-521.52-00	(2,361)		
	001-2100-521.55-00	(2,325)		
	001-2100-521.52-00	(2,249)		
	001-2100-521.55-00	(2,215)		
	001-2100-521.51-00	(2,000)		
	001-2100-521.41-00	(1,920)		
	001-2100-521.54-00	(1,902)		
	001-2100-521.55-00	(1,890)		
	001-2100-521.40-00	(1,620)		
	001-2100-521.40-00	(1,500)		
	001-2100-521.55-00	(1,500)		
	001-2100-521.52-00	(1,431)		
	001-2100-521.46-03	(1,400)		
	001-2100-521.46-03	(1,350)		
	001-2100-521.47-00	(1,297)		
	001-2100-521.52-00	(1,250)		
	001-2100-521.46-03	(1,180)		
	001-2100-521.47-00	(1,157)		
	001-2100-521.47-00	(1,000)		
	001-2100-521.52-00	(1,000)		
	001-2100-521.34-00	(935)		
	001-2100-521.40-00	(783)		
	001-2100-521.47-00	(750)		
	001-2100-521.52-00	(750)		
	001-2100-521.52-00	(720)		
	001-2100-521.41-00	(500)		
	001-2100-521.46-03	(500)		
	001-2100-521.55-00	(495)		
	001-2100-521.52-00	(400)		
	001-2100-521.47-00	(330)		
	001-2100-521.54-00	(265)		
	001-2100-521.48-00	(250)		
	001-2100-521.51-00	(250)		
	001-2100-521.54-00	(150)		
	001-2100-521.40-00	(120)		
	001-2100-521.42-00	(110)		
	001-2100-521.54-00	(100)		
	001-2100-521.42-00	(50)		
	001-2100-521.42-00	50		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
03/17/20	001-2100-521.54-00	100	Assign AB Project Numbers	2283
	001-2100-521.42-00	110		
	001-2100-521.40-00	120		
	001-2100-521.54-00	150		
	001-2100-521.48-00	250		
	001-2100-521.51-00	250		
	001-2100-521.54-00	265		
	001-2100-521.47-00	330		
	001-2100-521.52-00	400		
	001-2100-521.55-00	495		
	001-2100-521.41-00	500		
	001-2100-521.46-03	500		
	001-2100-521.52-00	720		
	001-2100-521.47-00	750		
	001-2100-521.52-00	750		
	001-2100-521.40-00	783		
	001-2100-521.34-00	935		
	001-2100-521.47-00	1,000		
	001-2100-521.52-00	1,000		
	001-2100-521.47-00	1,157		
	001-2100-521.46-03	1,180		
	001-2100-521.52-00	1,250		
	001-2100-521.47-00	1,297		
	001-2100-521.46-03	1,350		
	001-2100-521.46-03	1,400		
	001-2100-521.52-00	1,431		
	001-2100-521.40-00	1,500		
	001-2100-521.55-00	1,500		
	001-2100-521.40-00	1,620		
	001-2100-521.55-00	1,890		
	001-2100-521.54-00	1,902		
	001-2100-521.41-00	1,920		
	001-2100-521.51-00	2,000		
	001-2100-521.55-00	2,215		
	001-2100-521.52-00	2,249		
	001-2100-521.55-00	2,325		
	001-2100-521.52-00	2,361		
	001-2100-521.52-00	2,423		
	001-2100-521.54-00	2,610		
	001-2100-521.52-00	2,926		
	001-2100-521.56-15	3,000		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
03/17/20	001-2100-521.52-00	3,601	Assign AB Project Numbers	2283
	001-2100-521.40-00	3,987		
	001-2100-521.52-00	4,000		
	001-2100-521.46-00	4,300		
	001-2100-521.46-00	4,400		
	001-2100-521.52-00	4,605		
	001-2100-521.52-00	4,700		
	001-2100-521.64-15	5,000		
	001-2100-521.46-00	5,224		
	001-2100-521.52-00	7,172		
	001-2100-521.52-00	7,443		
	001-2100-521.44-00	7,500		
	001-2100-521.52-00	10,128		
	001-2100-521.52-00	10,254		
	001-2100-521.52-00	10,265		
	001-2100-521.44-00	11,520		
	001-2100-521.44-00	11,670		
	001-2100-521.52-00	12,500		
	001-2100-521.52-00	12,951		
	001-2100-521.56-15	15,050		
	001-2100-521.49-21	20,000		
	001-2100-521.52-00	20,714		
	001-2100-521.52-00	26,150		
	001-2100-521.34-00	28,625		
	001-2100-521.52-00	33,087		
	001-2100-521.64-00	39,973		
	001-2100-521.56-15	54,100		
	001-2100-521.44-00	54,222		
	001-2100-521.64-00	255,774		
05/11/20	001-2100-521.42-00	(500)	ADVERTISE VACANT PD POS	2962
	001-2100-521.49-02	500		
	001-2100-521.46-03	(2,988)	PAY INVOICE FOR CNCLD PO	2962
	001-2100-521.46-00	2,988		
05/14/20	001-2100-521.12-12	17,186	ACCRUAL PAYOUTS PD	3020
05/27/20	001-2100-521.44-00	(11,520)	CORR ACCT FOR TYLER TECH	3266
	001-2100-521.56-15	11,520		
	001-2100-521.40-00	(1,000)	MOVE TRAV /TRAIN TO PARKS TXFR FOR BEAUTIF	3268
06/01/20	001-2100-521.41-00	(2,925)	BACKGRND SCREEN - NEW EMP	3303
	001-2100-521.31-00	2,925		
	001-2100-521.13-00	(30,000)	CORR NEG ACCT BAL, RECLAS NON-CAP ITEMS, RETIREMENT	3303

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
06/01/20	001-2100-521.64-15	(5,000)	CORR NEG ACCT BAL, RECLAS NON-CAP ITEMS, RETIREMENT	3303
	001-2100-521.46-00	38		
	001-2100-521.48-00	44		
	001-2100-521.52-00	1,706		
	001-2100-521.56-15	3,250		
	001-2100-521.22-00	30,000		
	001-2100-521.64-00	(39,973)	SWAT THROW PHONE / LIGHT TOWERS /SPEED MONITOR TRL	3303
	001-2100-521.64-00	6,495		
	001-2100-521.64-00	33,478		
07/08/20	001-2100-521.52-00	(2,574)	ADD FNDS FOR VOCA MATCH	3668
	001-2100-521.52-13	2,574		
	001-2100-521.55-00	(597)	CODE ENF OFFICER CEUS	3668
	001-2100-521.12-00	(4,879)	CORR NEG ACCRUAL PAY BAL	3668
	001-2100-521.12-12	4,879		
	001-2100-521.46-00	37	RECERTIFY RADAR EQUIPMENT	3668
08/12/20	001-2100-521.64-00	(15,528)	FUEL TANK REP / BP VEST TRAFFIC DATA COLLECTOR	4123
	001-2100-521.52-00	(893)		
	001-2100-521.52-00	(25)		
	001-2100-521.46-00	25		
	001-2100-521.52-12	893		
	001-2100-521.52-00	15,528		
08/26/20	001-2100-521.52-00	3,725	DONATED POLICE K9 RES # 2020-197	4277
27	Budget Amendments/Transfers		Division 2100 Total	$88,941
2101 - POLICE COMMUNICATIONS				
10/23/19	001-2101-521.46-00	(2,438)	BA #20-004-P - MOVE GRANT MATCH BUDGET TO NEW ACCT	313
03/09/20	001-2101-521.14-00	41,431	ADD FNDS TO MEET BDGTD PAYROLL TOTALS FY20	2153
03/17/20	001-2101-521.34-00	(5,672)	Assign AB Project Numbers	2283
	001-2101-521.40-00	(4,206)		
	001-2101-521.55-00	(1,000)		
	001-2101-521.54-00	(175)		
	001-2101-521.54-00	175		
	001-2101-521.55-00	1,000		
	001-2101-521.40-00	4,206		
	001-2101-521.34-00	5,672		
05/14/20	001-2101-521.12-00	(18,786)	ACCRUAL PAYOUTS PD	3020
	001-2101-521.20-00	(125)		
	001-2101-521.12-12	1,725		
05/27/20	001-2101-521.40-00	(1,000)	MOVE TRAV /TRAIN TO PARKS TXFR FOR BEAUTIF	3268
06/01/20	001-2101-521.46-00	(38)	CORR NEG ACCT BAL, RECLAS NON-CAP ITEMS, RETIREMENT	3303

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
07/08/20	001-2101-521.12-00	(2,934)	CORR NEG ACCRUAL PAY BAL		3668
	001-2101-521.12-12	2,934			
	001-2101-521.46-00	(37)	RECERTIFY RADAR EQUIPMENT		3668
8	Budget Amendments/Transfers		Division 2101 Total	$20,732	
2132 - CODE ENFORCEMENT					
11/22/19	001-2132-524.46-03	(231)	COVER OVERAGE DUE TO HYBRID VEHICLE PURCHASE		724
	001-2132-524.64-00	231			
03/17/20	001-2132-524.64-00	(68,910)	Assign AB Project Numbers		2283
	001-2132-524.64-00	68,910			
05/11/20	001-2132-524.55-00	(75)	MEMBERSHIPS FOR CODE ENF		2962
	001-2132-524.54-00	75			
05/14/20	001-2132-524.12-00	(11)	ACCRUAL PAYOUTS PD		3020
	001-2132-524.12-12	11			
06/01/20	001-2132-524.55-00	(1,530)	ADD FNDS - NEG BAL		3303
	001-2132-524.40-00	(970)			
	001-2132-524.46-03	2,500			
07/08/20	001-2132-524.55-00	597	CODE ENF OFFICER CEUS		3668
	001-2132-524.12-00	(517)	CORR NEG ACCRUAL PAY BAL		3668
	001-2132-524.12-12	517			
7	Budget Amendments/Transfers		Division 2132 Total	$597	
2200 - FIRE ADMINISTRATION					
11/22/19	001-2200-522.52-00	(12)	ADDITIONAL BUDGET FOR BUSINESS CARDS		724
	001-2200-522.47-00	12			
01/09/20	001-2200-522.52-02	650	UNIFORM PRCHSE FOR NEW DEPUTY FIRE CHIEF		1349
02/14/20	001-2200-522.52-02	1,000	PURCH UNIFORMS / FC + FI		1867
05/14/20	001-2200-522.12-00	(3,000)	FIRE INSPECTOR SERVICES		3020
	001-2200-522.34-00	3,000			
05/27/20	001-2200-522.40-00	(1,000)	MOVE TRAV /TRAIN TO PARKS TXFR FOR BEAUTIF		3268
06/01/20	001-2200-522.12-00	(3,000)	2ND BAF - FIRE INSP SVCS		3303
	001-2200-522.34-00	3,000			
07/08/20	001-2200-522.12-00	(3,731)	EQUIP FOR FIRE PERSONNEL		3668
	001-2200-522.34-00	3,731			
08/12/20	001-2200-522.52-30	539	ADDL BUDGET		4123
	001-2200-522.45-00	(1,450)	BA2088T AUTO INS / INSP & DIST CHIEF ACCRUALS		4123
	001-2200-522.12-12	711	DIST CHIEF ACCRUALS		4123
	001-2200-522.22-01	54,300			
10	Budget Amendments/Transfers		Division 2200 Total	$54,750	
2201 - FIRE OPERATIONS					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/22/19	001-2201-522.52-05	(2,958)	ADDITIONAL BUDGET FOR ESO PROGRAM AIR CARDS	724
	001-2201-522.41-00	2,958		
01/09/20	001-2201-522.52-02	(650)	UNIFORM PRCHSE FOR NEW DEPUTY FIRE CHIEF	1349
02/14/20	001-2201-522.55-00	(2,310)	COVER INTERFACE FEES ESO FIRE INCIDENT SFTWRE	1867
	001-2201-522.56-15	2,310		
	001-2201-522.55-00	(1,000)	PURCH UNIFORMS / FC + FI	1867
02/26/20	001-2201-522.64-01	16,541	Grant for Lucas System Resolution 2020-009	2039
03/17/20	001-2201-522.64-00	(32,105)	Assign AB Project Numbers	2283
	001-2201-522.43-00	(20,852)		
	001-2201-522.43-00	(10,712)		
	001-2201-522.43-00	(10,548)		
	001-2201-522.43-00	(2,422)		
	001-2201-522.43-00	2,422		
	001-2201-522.43-00	10,548		
	001-2201-522.43-00	10,712		
	001-2201-522.43-00	20,852		
	001-2201-522.64-00	32,105		
05/27/20	001-2201-522.40-00	(1,000)	MOVE TRAV /TRAIN TO PARKS TXFR FOR BEAUTIF	3268
06/01/20	001-2201-522.64-00	(32,105)	CORR PROJ# - BAF 20-046-P	3301
	001-2201-522.64-00	32,105		
07/08/20	001-2201-522.55-00	(10,000)	EQUIP FOR FIRE PERSONNEL	3668
	001-2201-522.52-00	10,000		
08/12/20	001-2201-522.20-00	200	ADDL BUDGET	4123
	001-2201-522.12-12	4,031		
	001-2201-522.12-00	(58,331)	AUTO INS / FIRE INSP & DIST CHIEF ACCRUALS	4123
11	Budget Amendments/Transfers		Division 2201 Total ($40,209)	
3200 - ADMINISTRATION				
11/22/19	001-3200-515.31-00	2,013	PO 72368 / RICH & ASSOC FY20 PO ROLLOVER	722
	001-3200-515.34-00	5,045	PO 73666 / PDCS, LLC FY20 PO ROLLOVER	722
	001-3200-515.34-00	2,618	PO 74103 / GEOSYNTEC CONS FY20 PO ROLLOVER	722
	001-3200-515.31-00	6,334	PO 74409 / S&ME, INC FY20 PO ROLLOVER	722
	001-3200-515.34-00	7,119	PO 75063 / CAP GOV INC FY20 PO ROLLOVER	722
01/09/20	001-3200-515.52-00	1,100	PRCHSE TWO CC MACHINES FOR COMM SVCS	1349
02/14/20	001-3200-515.56-15	(24,000)	BLDG PLAN REVIEW FEES PO 73666 & 74103	1867
	001-3200-515.34-00	24,000		
03/17/20	001-3200-515.64-00	(26,800)	Assign AB Project Numbers	2283
	001-3200-515.64-00	26,800		
05/11/20	001-3200-515.55-00	(3,252)	ADD FNDS FOR GEOSYNTEC & PLAN EXAMINER SERVICES	2962
	001-3200-515.40-00	(1,500)		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/11/20	001-3200-515.31-00	(200)	ADD FNDS FOR GEOSYNTEC & PLAN EXAMINER SERVICES		2962
	001-3200-515.34-00	4,952			
05/14/20	001-3200-515.12-00	(10,000)	ADDTNL SERVICE COST		3020
	001-3200-515.34-00	10,000			
06/01/20	001-3200-515.12-00	(20,575)	CORR NEG BAL - ADS FOR PZ AND BOA HEARINGS		3303
	001-3200-515.55-00	575			
	001-3200-515.49-00	20,000			
06/10/20	001-3200-515.34-00	52,000	GEOTECH SVCS / BLDG OFF		3350
08/12/20	001-3200-515.12-00	(4,747)	BLDNG OFF ACCRUALS & TWO CELL PHONES		4123
	001-3200-515.15-00	425			
	001-3200-515.23-00	2,000			
	001-3200-515.12-12	2,322			
	001-3200-515.49-00	(225)	RCLS BUDGET		4123
	001-3200-515.55-00	225			
14	Budget Amendments/Transfers			Division 3200 Total $76,229	
3205 - ECONOMIC DEVELOPMENT					
11/22/19	001-3205-559.31-06	59,000	PO 75123 / E CENTRAL FL P FY20 PO ROLLOVER		722
01/09/20	001-3205-559.52-00	(800)	PRCHSE TWO CC MACHINES FOR COMM SVCS		1349
	001-3205-559.51-00	(300)			
02/14/20	001-3205-559.47-00	(1,000)	COVER COST OF AEDU BREAKFAST		1867
	001-3205-559.48-00	1,000			
	001-3205-559.48-00	4,000			
05/11/20	001-3205-559.48-11	(3,000)	ECON DEV INFOGRAPHICS		2962
	001-3205-559.47-00	3,000			
08/12/20	001-3205-554.83-10	58,219	CARES CRF AGRMT 107-2020 COVID19 / RES #2020-191		4121
	001-3205-559.12-00	(1,159)	ECON DEV SPEC ACCRUALS & STAGE RISERS RENTAL		4123
	001-3205-559.12-12	1,159			
	001-3205-559.51-00	(40)	RCLS BUDGET		4123
	001-3205-559.44-00	40			
7	Budget Amendments/Transfers			Division 3205 Total $120,119	
3500 - ADMINISTRATION					
03/17/20	001-3500-519.64-00	(27,000)	Assign AB Project Numbers		2283
	001-3500-519.64-00	27,000			
05/27/20	001-3500-519.12-00	(36,873)	COVID / PARKS COORDINATOR POSITION FROZEN		3270
	001-3500-519.23-04	(18,614)			
	001-3500-519.24-00	(4,244)			
	001-3500-519.22-00	(3,124)			
	001-3500-519.21-00	(2,617)			
	001-3500-519.27-00	(2,350)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
05/27/20	001-3500-519.23-00	(1,082)	COVID / PARKS COORDINATOR POSITION FROZEN	3270
08/12/20	001-3500-519.13-00	9,933	PW DIRECTOR / CITY ENGNR 5 PW EMP ACCRUALS	4123
	001-3500-519.12-12	44,971		
3	Budget Amendments/Transfers		Division 3500 Total ($14,000)	
3510 - STREET MANAGEMENT				
11/22/19	001-3510-541.46-00	51,614	PO 73708 / GOODSON PAVING FY20 PO ROLLOVER	722
	001-3510-541.46-00	2,370	PO 73709 / GOODSON PAVING FY20 PO ROLLOVER	722
	001-3510-541.64-00	33,500	PO 74998 / CONCR MIX SUP FY20 PO ROLLOVER	722
	001-3510-541.63-00	2,000	PO 75098 / MYRA PLANNING FY20 PO ROLLOVER	722
01/09/20	001-3510-541.46-03	(1,800)	ADD FREIGHT TO PO 74998 CONCRETE MIXER BODY	1349
	001-3510-541.64-00	1,800		
02/14/20	001-3510-541.46-00	(25,000)	CONSULTING SERVICES DOT SIDEWALK PROJECTS	1867
	001-3510-541.31-00	25,000		
02/26/20	001-3510-541.46-00	(36,000)	Concrete Crew Truck Resolution 2020-122	2039
	001-3510-541.64-00	36,000		
03/09/20	001-3510-541.46-00	(6,989)	MATERIAL TESTING SERVICES LAP/SIDEWALK IMP PROJECT	2153
	001-3510-541.31-00	6,989		
03/17/20	001-3510-541.46-00	(500,000)	Assign AB Project Numbers	2283
	001-3510-541.46-00	(300,000)		
	001-3510-541.64-00	(31,000)		
	001-3510-541.46-00	(30,000)		
	001-3510-541.46-00	30,000		
	001-3510-541.64-00	31,000		
	001-3510-541.46-00	300,000		
	001-3510-541.46-00	500,000		
04/08/20	001-3510-541.63-04	195,929	DIXON/BYRD SIDEWALK 2020-132	2578
05/11/20	001-3510-541.64-00	(30,200)	ADD FNDS FOR FY20 COSTS	2962
	001-3510-541.46-00	(5,000)	BALANCE SUPPLY REPLENISH	2962
	001-3510-541.52-00	5,000		
05/27/20	001-3510-541.46-00	(71,000)	COVID / RAILWAY MAINT HIGHLAND AVENUE	3270
	001-3510-541.46-00	(87,000)	COVID / RAILWAY MAINT PEACHTREE STREET	3270
	001-3510-541.12-00	(36,873)	COVID / STORMWATER MNGR POSITION FROZEN	3270
	001-3510-541.23-04	(18,614)		
	001-3510-541.24-00	(4,244)		
	001-3510-541.22-00	(3,124)		
	001-3510-541.21-00	(2,617)		
	001-3510-541.27-00	(2,350)		
	001-3510-541.23-00	(1,082)		
06/01/20	001-3510-541.64-00	(721)	CORR NEG BAL -BAF20-045-T	3301

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
06/01/20	001-3510-541.64-00	721	CORR NEG BAL -BAF20-045-T		3301
	001-3510-541.46-00	(5,000)	ROAD MATERIALS & SUPPL		3303
	001-3510-541.53-00	5,000			
06/10/20	001-3510-541.46-00	(32,036)	COVID / INCREASED MOWING COST / NO INMATE CREWS		3351
07/08/20	001-3510-541.52-30	(2,500)	ADD FNDS VEHICLE MAINT		3668
	001-3510-541.46-03	2,500			
08/12/20	001-3510-541.31-00	(14,960)	EQUIP REPAIRS / ST LIGHTS PINEDA ST REHAB		4123
	001-3510-541.54-00	(500)			
	001-3510-541.51-00	(300)			
	001-3510-541.49-02	(120)			
	001-3510-541.55-00	300			
	001-3510-541.14-00	715			
	001-3510-541.46-00	14,865			
	001-3510-541.46-00	20,000	PINEDA ST ANALYSIS US 1 LIGHT POLE REPLACE		4123
	001-3510-541.12-00	(61,168)	PW DIRECTOR / CITY ENGNR 5 PW EMP ACCRUALS		4123
	001-3510-541.14-00	260			
22	Budget Amendments/Transfers		Division 3510 Total	($44,635)	
3520 - PARKS & BEAUTIFICATION					
12/30/19	001-3520-572.34-09	10,000	24 ADDITIONAL CUTS AT LEE WENNER PARK		1207
01/09/20	001-3520-572.14-00	5,000	CVR GROUNDS DEPT OVRTIME		1349
01/13/20	001-3520-572.34-09	9,397	INC FDOT MEDIAN MAINT BUDGET; 2 QTRS FY20		1384
03/09/20	001-3520-572.52-00	7,000	ADD FNDS TO GROUND DIV OPERATING SUPPLIES		2153
03/17/20	001-3520-572.64-00	(15,000)	Assign AB Project Numbers		2283
	001-3520-572.64-00	15,000			
04/22/20	001-3520-572.31-11	50,000	COMMUNITY FORESTS GRANT YEAR 1 OF 3 R 2020-140		2737
05/11/20	001-3520-572.52-00	5,000	ADD FNDS FOR FY20 COSTS		2962
	001-3520-572.14-00	6,000			
05/27/20	001-3520-572.34-00	10,000	MOVE TRAV /TRAIN TO PARKS TXFR FOR BEAUTIF		3267
	001-3520-572.52-00	4,000			3268
06/10/20	001-3520-572.34-00	(14,374)	COVID / INCREASED MOWING COST / NO INMATE CREWS		3351
08/12/20	001-3520-572.52-00	(200)	E-PASS COSTS FOR TRAVEL		4123
	001-3520-572.40-00	200			
	001-3520-572.12-12	5,619	PW DIRECTOR / CITY ENGNR 5 PW EMP ACCRUALS		4123
12	Budget Amendments/Transfers		Division 3520 Total	$97,642	
3540 - PUBLIC WORKS- FLEET MAINT					
03/17/20	001-3540-519.64-00	(6,700)	Assign AB Project Numbers		2283
	001-3540-519.64-00	6,700			
05/11/20	001-3540-519.46-00	10,000	ADD FNDS FOR FY20 COSTS		2962
07/08/20	001-3540-519.56-15	(1,433)	FLEET / CDL A BROCKMAN		3668

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
07/08/20	001-3540-519.55-00	(36)	FLEET / CDL A BROCKMAN		3668
	001-3540-519.49-00	89			
	001-3540-519.52-07	200	FLEET / CLEANING SUPPLIES		3668
	001-3540-519.54-00	500	FLEET / FORD TECH SUB		3668
	001-3540-519.46-03	500	FLEET / HVAC AND TIRES		3668
	001-3540-519.41-00	180	FLEET / MIFI INTERNET CON		3668
08/12/20	001-3540-519.46-00	(327)	VEHICLE REPAIRS / EMP CDL EXT CLEANING - COVID19		4123
	001-3540-519.46-03	46			
	001-3540-519.49-00	89			
8	Budget Amendments/Transfers		Division 3540 Total	$9,808	
3550 - SANITATION					
11/22/19	001-3550-534.34-00	5,071	PO 73386 / WASTE MNGMT FY20 PO ROLLOVER		722
07/22/20	001-3550-534.34-03	11,220	RES RECYCLE COST WASTE MGMT RES # 2020-319		3860
2	Budget Amendments/Transfers		Division 3550 Total	$16,291	
3560 - FACILITY MANAGEMENT					
12/30/19	001-3560-519.46-00	(10,000)	24 ADDITIONAL CUTS AT LEE WENNER PARK		1207
01/09/20	001-3560-519.46-00	(5,000)	CVR GROUNDS DEPT OVRTIME		1349
03/09/20	001-3560-519.46-00	(7,000)	ADD FNDS TO GROUND DIV OPERATING SUPPLIES		2153
03/17/20	001-3560-519.46-02	(45,000)	Assign AB Project Numbers		2283
	001-3560-519.64-00	(28,500)			
	001-3560-519.64-00	28,500			
	001-3560-519.46-02	45,000			
05/11/20	001-3560-519.14-00	3,200	ADD FNDS FOR FY20 COSTS		2962
	001-3560-519.46-02	6,000			
05/27/20	001-3560-519.40-00	(2,000)	MOVE TRAV /TRAIN TO PARKS TXFR FOR BEAUTIF		3267
	001-3560-519.55-00	(2,000)			
06/01/20	001-3560-519.64-00	(15,725)	ADD FNDS - PO 76046 FIRE AGENT - PD		3301
	001-3560-519.64-00	15,725			
08/12/20	001-3560-519.12-00	(5,185)	EXTRA CLEANING - COVID 19 SHOE ALLOWANCE		4123
	001-3560-519.20-00	185			
	001-3560-519.12-12	385	PW DIRECTOR / CITY ENGNR 5 PW EMP ACCRUALS		4123
	001-3560-519.13-00	5,000	SHOE ALLOWANCE		4123
	001-3560-519.52-07	192	VEHICLE REPAIRS / EMP CDL EXT CLEANING - COVID19		4123
11	Budget Amendments/Transfers		Division 3560 Total	($16,223)	
213	Total Budget Amendments/Transfers		**GENERAL FUND**	**$717,659**	
3240 - HOUSING GRANTS					
11/22/19	103-3240-554.62-00	125,172	PO 74150 / W&J CONSTRUCT FY20 PO ROLLOVER		722
	103-3240-554.63-00	175,000	PO 74150 / W&J CONTRUCT FY20 PO ROLLOVER		722

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
02/26/20	103-3240-554.62-00	(14,466)	Project Retainage Adj Resolution 2020-111		2039
08/12/20	103-3240-554.83-09	103,352	CARES CV AGRMT 12-0003 RES #2020-192		4122
	103-3240-554.23-04	(1,298)	CORR ACCT BAL		4123
	103-3240-554.22-00	14			
	103-3240-554.24-00	25			
	103-3240-554.23-00	279			
	103-3240-554.27-00	980			
5 Budget Amendments/Transfers			Division 3240 Total	$389,058	
5 Total Budget Amendments/Transfers			**CDBG**	**$389,058**	
3240 - HOUSING GRANTS					
11/22/19	104-3240-554.83-00	400,000	PO 74638 / COMM HOUSING FY20 PO ROLLOVER		722
01/13/20	104-3240-554.83-00	3,863	INC HOME GRANT CRRYFORWRD MATCH HOME AGREEMENT		1385
08/12/20	104-3240-554.23-04	(738)	CORR ACCT BAL		4123
	104-3240-554.22-00	3			
	104-3240-554.24-00	7			
	104-3240-554.23-00	70			
	104-3240-554.27-00	245			
	104-3240-554.21-00	413			
3 Budget Amendments/Transfers			Division 3240 Total	$403,863	
3 Total Budget Amendments/Transfers			**BREVARD COUNTY HOME**	**$403,863**	
3240 - HOUSING GRANTS					
11/22/19	108-3240-554.62-00	834,332	PO 74150 / W&J CONSTRUCT FY20 PO ROLLOVER		722
12/11/19	108-3240-517.73-00	19,937	SEC 108 LOAN SUBSIDY FEE JOE LEE SMITH CTR CONST		1106
02/26/20	108-3240-554.62-00	(6,630)	Project Retainage Adj Resolution 2020-111		2039
3 Budget Amendments/Transfers			Division 3240 Total	$847,639	
3 Total Budget Amendments/Transfers			**SEC 108 LOAN GUARANTEE**	**$847,639**	
3230 - CRA ADMIN/OPERATIONS					
11/22/19	110-3230-559.64-15	2,000	PO 73289 / MORSE COMM FY20 PO ROLLOVER		722
	110-3230-559.63-00	3,266	PO 74207 / ARCHITECTS RZK FY20 PO ROLLOVER		722
	110-3230-559.31-00	92,000	PO 74623 / SUNSTATE METER FY20 PO ROLLOVER		722
	110-3230-559.83-00	10,000	PO 74896 / RUNAWAY INVST FY20 PO ROLLOVER		722
	110-3230-559.83-00	10,000	PO 75115 / JLM PROP HOLD FY20 PO ROLLOVER		722
	110-3230-559.64-15	2,000	ROLL FY19 BDGT LEE WENNER FY20 BUDGET ROLLOVER		720
	110-3230-559.63-00	3,661			
	110-3230-559.63-00	215,766			
12/04/19	110-3230-559.40-00	(1,288)	PURCH 5 CIG RECEPTACLES COCOA VILLAGE		840
	110-3230-559.52-00	1,288			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/11/19	110-3230-581.91-32	138,889	C&D CONST C/O #1 AGENDA 19-653		1107
	110-3230-559.63-00	(148,878)	COCOA CRA TXFR-PROMENADE RVRFRNT PROM OVERLOOKS		1103
	110-3230-581.91-32	148,878			
	110-3230-559.39-00	(100,000)	COCOA CRA TXFR-PROMENADE RVRFRNT PROMENADE ENHNCE		1103
	110-3230-581.91-32	100,000			
03/16/20	110-3230-559.63-00	(12,100)	ADD LIGHTS TO GATEWAY		2259
	110-3230-559.64-00	12,100			
	110-3230-559.58-01	(70,040)	CORR ACCT # CVP P.O. CONT		2258
	110-3230-559.46-00	10,800			
	110-3230-559.44-00	59,240			
03/17/20	110-3230-559.62-00	(5,553,300)	Assign AB Project Numbers		2283
	110-3230-559.62-00	(934,000)			
	110-3230-559.63-00	(150,000)			
	110-3230-559.63-00	(150,000)			
	110-3230-559.63-00	(75,000)			
	110-3230-559.31-00	(50,000)			
	110-3230-559.63-00	(35,000)			
	110-3230-559.63-00	35,000			
	110-3230-559.31-00	50,000			
	110-3230-559.63-00	75,000			
	110-3230-559.63-00	150,000			
	110-3230-559.63-00	150,000			
	110-3230-559.62-00	934,000			
	110-3230-559.62-00	5,553,300			
07/08/20	110-3230-559.39-00	(5,000)	ICICLE LIGHTS - C. VILL		3694
	110-3230-559.52-00	5,000			
	110-3230-559.39-00	(1,180)	INC POST OFF LEASE $		3695
	110-3230-559.44-00	1,180			
	110-3230-559.39-00	(8,000)	INCR CRA LEGAL EXP		3693
	110-3230-559.31-01	8,000			
08/12/20	110-3230-559.39-00	(7,840)	BUDGET CLEANUP ADJUSTMENT		4238
	110-3230-559.23-04	(1,151)			
	110-3230-559.24-00	10			
	110-3230-559.27-00	278			
	110-3230-559.45-00	740			
	110-3230-559.12-12	863			
	110-3230-559.46-00	7,100			
17	Budget Amendments/Transfers		Division 3230 Total	$477,582	
	17 Total Budget Amendments/Transfers		**CRA COCOA RDA**	**$477,582**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
3230 - CRA ADMIN/OPERATIONS					
11/22/19	111-3230-559.63-00	47,488	PO 74150 / W&J CONSTRUCT FY20 PO ROLLOVER		722
03/17/20	111-3230-559.63-00	(135,000)	Assign AB Project Numbers		2283
	111-3230-559.63-00	135,000			
08/17/20	111-3230-559.39-00	(1,103)	BUDGET CLEANUP ADJUSTMENT		4239
	111-3230-559.12-00	(713)			
	111-3230-559.27-00	180			
	111-3230-559.12-12	533			
	111-3230-559.45-00	1,103			
3	Budget Amendments/Transfers		Division 3230 Total	$47,488	
	3 Total Budget Amendments/Transfers		**CRA DIAMOND SQUARE 626**	**$47,488**	
2100 - POLICE ADMIN/OPERATIONS					
07/22/20	141-2100-521.52-00	1,607	FARO SCAN / DART TRNG SIGNS / RES # 2020-182		3861
	141-2100-521.64-00	63,690	FARO SCAN / DART TRNG SIGNS / RES # 2020-183		3861
	141-2100-521.64-00	9,550	FARO SCAN / DART TRNG SIGNS / RES # 2020-184		3861
3	Budget Amendments/Transfers		Division 2100 Total	$74,847	
	3 Total Budget Amendments/Transfers		**POLICE CONFISCATED FUND**	**$74,847**	
1600 - GENERAL OPERATIONS					
08/12/20	201-1600-517.71-00	(32,910)	RICOH COPIER LEASE		4123
	201-1600-517.72-01	1,033			
	201-1600-517.71-01	31,877			
1	Budget Amendments/Transfers		Division 1600 Total	$0	
	1 Total Budget Amendments/Transfers		**DEBT SERVICE FUND**	**$0**	
3580 - CAPITAL PROJECTS MNGMT					
11/22/19	301-3580-519.63-00	492,092	PO 74150 / W&J CONSTRUCT FY20 PO ROLLOVER		723
	301-3580-519.64-00	600,720			
	301-3580-519.62-00	1,659,076			
	301-3580-519.31-00	15,224	PO 74151 / ARCHITECTS RZK FY20 PO ROLLOVER		723
	301-3580-519.62-00	7,695	PO 74899 / ARDAMAN & ASSC FY20 PO ROLLOVER		723
	301-3580-519.62-00	281,234	ROLL FY19 BDGT DR JOE LEE FY20 BUDGET ROLLOVER		720
02/26/20	301-3580-519.62-00	(33,858)	Project Retainage Adj Resolution 2020-111		2039
	301-3580-519.63-00	(13,506)			
03/09/20	301-3580-519.62-00	(8,092)	RECL FURN TO CAP		2153
	301-3580-519.64-00	8,092			
05/14/20	301-3580-519.63-00	(4,414)	ADDL W&J CONT JLS CTR		3020
	301-3580-519.64-00	(866)			
	301-3580-519.62-00	5,280			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/14/20	301-3580-519.62-00	(38,461)	JLS PARKING LOT		3020
	301-3580-519.63-00	38,461			
07/08/20	301-3580-581.91-01	199,814	BC REIMB JLS CTR DIST 4 AGENDA 20-54/RES 2020-173		3690
08/12/20	301-3580-519.62-00	(9,783)	REPLACE 6' FENCE		4123
	301-3580-519.63-00	9,783			
10	Budget Amendments/Transfers		Division 3580 Total	$3,208,491	
	10 Total Budget Amendments/Transfers		**CAPITAL PROJECTS FUND**	**$3,208,491**	
3580 - CAPITAL PROJECTS MNGMT					
11/22/19	302-3580-572.63-04	18,368	PO 73217 / INFR SOL SERV FY20 PO ROLLOVER		723
	302-3580-572.63-04	19,880	PO 73829 / INFR SOL SVCS FY20 PO ROLLOVER		723
	302-3580-572.63-03	205,290	PO 74682 / C&D CONSTRUCT FY20 PO ROLLOVER		723
	302-3580-572.63-01	332,557			
	302-3580-572.63-04	1,052,070			
	302-3580-572.63-04	5,580	PO 74825 / UNIV ENG SCI FY20 PO ROLLOVER		723
	302-3580-572.63-04	754,893	ROLL FY19 BDGT HURR IRMA FY20 BUDGET ROLLOVER		720
	302-3580-519.63-00	1,719,250			
12/11/19	302-3580-572.63-04	34,889	C&D CONST C/O #1 AGENDA 19-653		1107
	302-3580-572.63-01	104,000			
	302-3580-572.63-04	148,878	COCOA CRA TXFR-PROMENADE RVRFRNT PROM OVERLOOKS		1102
	302-3580-572.63-04	100,000	COCOA CRA TXFR-PROMENADE RVRFRNT PROMENADE ENHNCE		1102
01/22/20	302-3580-572.63-04	36,849	INC FND / RVRFRNT PROM RES 2020-176 / CC 1/22/20		3752
02/05/20	302-3580-572.63-04	(148,878)	CORR ACCTS FOR PROMENADE FOR CRA PORTION		1681
	302-3580-572.63-01	(104,000)			
	302-3580-572.63-04	(100,000)			
	302-3580-572.63-05	100,000			
	302-3580-572.63-04	104,000			
	302-3580-572.63-05	148,878			
02/26/20	302-3580-572.63-04	(14,249)	Project Retainage Adj Resolution 2020-111		2039
	302-3580-572.63-01	(1,850)			
	302-3580-519.63-00	(1,719,250)	Reverse Duplicate Entry Resolution 2020-110		2039
04/01/20	302-3580-572.63-04	191,171	SEAWALL TIEBACKS RVRFRNT		2476
13	Budget Amendments/Transfers		Division 3580 Total	$2,988,326	
	13 Total Budget Amendments/Transfers		**RIVERFRONT/LEE WENNER PK**	**$2,988,326**	
3580 - CAPITAL PROJECTS MNGMT					
11/22/19	303-3580-519.63-00	1,500,000	ROLL FY19 BDGT FISKE BLVD FY20 BUDGET ROLLOVER		720
1	Budget Amendments/Transfers		Division 3580 Total	$1,500,000	
	1 Total Budget Amendments/Transfers		**FISKE BV CMPLT STRTSCAPE**	**$1,500,000**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1506 - INVENTORY					
08/12/20	421-1506-536.24-00	397	RCLS BUDG - INVEN DIV		4123
	421-1506-536.23-00	598			
	421-1506-536.21-00	1,930			
	421-1506-536.22-00	3,125			
	421-1506-536.23-04	8,231			
	421-1506-536.12-00	9,478			
	421-1506-536.13-00	15,908			
1	Budget Amendments/Transfers		Division 1506 Total	$39,667	
1515 - UTILITY SUPPORT SERVICES					
08/12/20	421-1515-536.12-00	(749)	METER READER / UT FIELD ACCRUALS		4123
	421-1515-536.12-12	259			
	421-1515-536.20-00	490			
1	Budget Amendments/Transfers		Division 1515 Total	$0	
4010 - WATER ADMINISTRATION					
11/13/19	421-4010-536.39-00	(84,510)	BUSS MAY - SOIRL Zone J ZONE J FEAS TECH ASST		632
	421-4010-536.39-00	(59,585)	BUSS MAY SOIRL ZONE K ZONE K FEAS TECH ASST		634
11/22/19	421-4010-536.31-00	5,460	PO 73903 / INTEGRITY PUBL FY20 PO ROLLOVER		723
	421-4010-536.31-00	2,840	PO 75129 / SUPERION LLC FY20 PO ROLLOVER		723
01/24/20	421-4010-536.31-00	(2,840)	CORR ACCT # FOR PO 75129 SUPERION / PO TEMPLATE		1553
	421-4010-536.34-00	2,840			
	421-4010-536.32-00	(40,000)	RECL AUDIT BUDGET FOR FULL UT RATE STUDY		1556
	421-4010-536.31-00	40,000			
02/26/20	421-4010-536.39-00	(188,914)	Task Order 2020-07 Jacobs Resolution 2020-118		2039
	421-4010-536.31-00	188,914			
	421-4010-536.39-00	(113,954)	TaskOrder 2020-01 2020-04 Resolution 2020-117		2039
03/17/20	421-4010-536.31-00	(240,000)	Assign AB Project Numbers		2283
	421-4010-536.31-33	(135,608)			
	421-4010-536.52-33	(68,880)			
	421-4010-536.31-01	(50,000)			
	421-4010-536.31-01	50,000			
	421-4010-536.52-33	68,880			
	421-4010-536.31-33	135,608			
	421-4010-536.31-00	240,000			
05/11/20	421-4010-536.48-00	(1,367)	REPAIR AUTOCLAVE IN LAB		2962
	421-4010-536.46-00	1,367			
08/12/20	421-4010-536.46-00	684	ADDL BUDGET		4123
	421-4010-536.56-15	10,711			
	421-4010-536.52-30	13,779			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/12/20	421-4010-536.12-00	(525)	CELL PHONE ALLOWANCE		4123
	421-4010-536.15-00	525			
	421-4010-536.39-00	(175,876)	COVID 19		4123
	421-4010-536.22-00	171,100	COVID 19 / GE RET CONTRIB		4123
	421-4010-536.31-00	(25,174)	RCLS BUDGET		4123
	421-4010-536.39-00	(58,705)	SUPERV III / MAINT WK I ACCRUALS		4123
08/26/20	421-4010-536.31-00	(58,321)	SYSTEM ASSET UPDATE RES #2020-200		4279
	421-4010-536.31-00	58,321			
17	Budget Amendments/Transfers		Division 4010 Total	($313,230)	
4011 - EMERGENCY/DISASTER SVS					
08/12/20	421-4011-525.52-00	4,776	REALLOC COVID19 SUPPLIES		4123
1	Budget Amendments/Transfers		Division 4011 Total	$4,776	
4020 - DYAL PLANT					
11/22/19	421-4020-536.46-00	6,523	PO 73731 / RING POWER COR FY20 PO ROLLOVER		723
	421-4020-536.42-00	4,500	PO 73978 / TOM EVAN ENV FY20 PO ROLLOVER		723
	421-4020-536.46-00	158,642	PO 73978 / TOM EVANS ENV FY20 PO ROLLOVER		723
	421-4020-536.63-00	13,995	PO 74413 / CH2M HILL ENG FY20 PO ROLLOVER		723
	421-4020-536.34-00	1,800	PO 74492 / BIO TECH CONS FY20 PO ROLLOVER		723
	421-4020-536.46-00	53,787	PO 74696 / RING POWER COR FY20 PO ROLLOVER		723
	421-4020-536.42-00	75	PO 74941 / WTR TREAT & CO FY20 PO ROLLOVER		723
	421-4020-536.64-00	5,828			
	421-4020-536.64-00	43,861	PO 74996 / TRANE (MAITL) FY20 PO ROLLOVER		723
	421-4020-536.46-00	9,233	PO 75050 / POWELL ELEC FY20 PO ROLLOVER		723
	421-4020-536.42-00	495	PO 75076 / HAROLD BECK FY20 PO ROLLOVER		723
	421-4020-536.46-00	22,167			
	421-4020-536.63-00	28,633	PO 75080 / CH2M HILL ENG FY20 PO ROLLOVER		723
	421-4020-536.63-00	43,100	PO 75099 / BURNETT LIME FY20 PO ROLLOVER		723
	421-4020-536.63-00	10,733	PO 75111 / THOMPSON PIPE FY20 PO ROLLOVER		723
	421-4020-536.46-00	13,075	PO 75117 / WTR TREAT & CO FY20 PO ROLLOVER		723
	421-4020-536.46-00	85,926	PO 75118 / RING POWER COR FY20 PO ROLLOVER		723
	421-4020-536.63-00	130	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
	421-4020-536.64-00	4,784			
	421-4020-536.63-00	14,447			
01/09/20	421-4020-536.46-00	(30,000)	CORR ACCT # FOR DYAL DMZ SERVER REPLACEMENT		1348
	421-4020-536.56-15	30,000			
	421-4020-536.46-00	(23,000)	CORR ACCT # FOR DYAL EMPIRE COMPT SUPPORT		1348
	421-4020-536.56-15	23,000			
	421-4020-536.52-00	(33,814)	CORR ACCT FOR DYAL SFTWRE LICENSE / WONDERWARE		1347

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
01/09/20	421-4020-536.56-15	33,814	CORR ACCT FOR DYAL SFTWRE LICENSE / WONDERWARE	1347
02/26/20	421-4020-536.34-00	(168,322)	Jacobs Engineering Svs Resolution 2020-112	2039
	421-4020-536.31-03	168,322		
03/17/20	421-4020-536.52-09	(1,551,090)	Assign AB Project Numbers	2283
	421-4020-536.52-09	(736,998)		
	421-4020-536.52-09	(587,420)		
	421-4020-536.64-00	(361,000)		
	421-4020-536.46-00	(250,000)		
	421-4020-536.46-00	(250,000)		
	421-4020-536.46-02	(250,000)		
	421-4020-536.63-00	(250,000)		
	421-4020-536.52-09	(182,000)		
	421-4020-536.52-09	(166,660)		
	421-4020-536.52-09	(157,510)		
	421-4020-536.52-09	(156,028)		
	421-4020-536.46-00	(125,000)		
	421-4020-536.52-09	(118,175)		
	421-4020-536.52-09	(109,200)		
	421-4020-536.64-00	(105,000)		
	421-4020-536.52-09	(81,700)		
	421-4020-536.52-09	(81,214)		
	421-4020-536.64-00	(80,700)		
	421-4020-536.52-09	(68,400)		
	421-4020-536.52-09	(63,840)		
	421-4020-536.64-00	(48,000)		
	421-4020-536.52-09	(35,200)		
	421-4020-536.52-09	(10,000)		
	421-4020-536.52-09	(8,000)		
	421-4020-536.52-09	(5,000)		
	421-4020-536.52-09	5,000		
	421-4020-536.52-09	8,000		
	421-4020-536.52-09	10,000		
	421-4020-536.52-09	35,200		
	421-4020-536.64-00	48,000		
	421-4020-536.52-09	63,840		
	421-4020-536.52-09	68,400		
	421-4020-536.64-00	80,700		
	421-4020-536.52-09	81,214		
	421-4020-536.52-09	81,700		
	421-4020-536.64-00	105,000		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
03/17/20	421-4020-536.52-09	109,200	Assign AB Project Numbers	2283
	421-4020-536.52-09	118,175		
	421-4020-536.46-00	125,000		
	421-4020-536.52-09	156,028		
	421-4020-536.52-09	157,510		
	421-4020-536.52-09	166,660		
	421-4020-536.52-09	182,000		
	421-4020-536.46-00	250,000		
	421-4020-536.46-00	250,000		
	421-4020-536.46-02	250,000		
	421-4020-536.63-00	250,000		
	421-4020-536.64-00	361,000		
	421-4020-536.52-09	587,420		
	421-4020-536.52-09	736,998		
	421-4020-536.52-09	1,551,090		
04/01/20	421-4020-536.46-00	(110,820)	CAP 3 DISCFLO PUMPS DYAL WTP	2474
	421-4020-536.64-00	110,820		
04/08/20	421-4020-536.46-00	(96,611)	CORROSION CONT TRMT 2020-134	2567
	421-4020-536.63-00	96,611		
05/11/20	421-4020-536.52-09	(15,000)	INC IN H2O TEST SUPPLIES	2962
	421-4020-536.52-00	15,000		
05/14/20	421-4020-536.46-00	(49,998)	DYAL ENGINEERING SVCS	3020
	421-4020-536.31-03	49,998		
	421-4020-536.46-00	(175,000)	SCADA CNTRL SYSTM SERVICE	3029
	421-4020-536.31-03	175,000		
06/01/20	421-4020-536.46-00	(35,000)	ADD FNDS - OPER SUPPLIES	3303
	421-4020-536.52-00	35,000		
	421-4020-536.46-00	(50,000)	CORR ACCT # CLARIFIER 1&2 WIMS DATABSE, MAINTENANCE	3300
	421-4020-536.46-00	(14,500)		
	421-4020-536.56-15	14,500		
	421-4020-536.31-03	50,000		
	421-4020-536.42-00	(75)	PO 74941 - WTR CNTRLS FRT RECLSS - JE06-44	3303
	421-4020-536.64-00	75		
	421-4020-536.52-09	(35,000)	PRCHSE DMZ SERVER UPGR, MS SOFT UPGR, CMMS LICENS	3303
	421-4020-536.56-15	35,000		
	421-4020-536.31-03	(49,998)	REVERSE BAF20-061-T OZONE CONTACTOR REHAB	3303
	421-4020-536.46-00	49,998		
08/12/20	421-4020-536.54-00	30	ADDL BUDGET	4123
	421-4020-536.20-00	60		
	421-4020-536.52-00	1,882		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/12/20	421-4020-536.52-09	(1,912)	ADDL BUDGET NEEDED OTHER ACCTS		4123
	421-4020-536.34-00	(10,000)	COVER COMM EXPENSE		4123
	421-4020-536.41-00	10,000			
	421-4020-536.12-00	(5,007)	SUPERINT / IND ELECT II SUPERV II ACCRUALS		4123
	421-4020-536.12-12	4,947			
35	Budget Amendments/Transfers		Division 4020 Total	$521,734	
4025 - WATER FIELD OPERATIONS					
11/22/19	421-4025-536.46-00	2,855	PO 72093 / BUSSEN MAYER FY20 PO ROLLOVER		723
	421-4025-536.46-00	12,325	PO 72425 / JOBEAR CONTRAC FY20 PO ROLLOVER		723
	421-4025-536.42-00	500	PO 73810 / TEAM IND SVCS FY20 PO ROLLOVER		723
	421-4025-536.46-00	2,500			
	421-4025-536.46-00	2,142	PO 74118 / BUSSEN MAYER FY20 PO ROLLOVER		723
	421-4025-536.46-00	105,253	PO 74163 / ALL TERRAIN TR FY20 PO ROLLOVER		723
01/09/20	421-4025-536.52-00	(34,000)	CORR ACCT FOR SFTWRE LICENSE / IWATER / XC2		1347
	421-4025-536.56-15	34,000			
02/26/20	421-4025-536.46-00	(103,918)	Task Order 2020-02 Jacobs Resolution 2020-114		2039
	421-4025-536.31-03	103,918			
	421-4025-536.46-00	(105,781)	Task Order 2020-05 Jacobs Resolution 2020-113		2039
	421-4025-536.31-03	105,781			
03/17/20	421-4025-536.46-00	(680,000)	Assign AB Project Numbers		2283
	421-4025-536.46-00	(620,000)			
	421-4025-536.64-00	(398,500)			
	421-4025-536.46-00	(321,000)			
	421-4025-536.46-00	(265,000)			
	421-4025-536.46-00	(240,000)			
	421-4025-536.46-00	(206,000)			
	421-4025-536.46-00	(183,000)			
	421-4025-536.52-00	(85,000)			
	421-4025-536.31-03	(75,000)			
	421-4025-536.46-00	(75,000)			
	421-4025-536.46-00	(50,500)			
	421-4025-536.46-00	(50,000)			
	421-4025-536.46-00	(50,000)			
	421-4025-536.46-02	(42,733)			
	421-4025-536.46-00	(31,000)			
	421-4025-536.64-00	(17,084)			
	421-4025-536.46-00	(15,000)			
	421-4025-536.46-00	(15,000)			
	421-4025-536.52-00	(3,000)			
	421-4025-536.46-00	(500)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
03/17/20	421-4025-536.46-00	500	Assign AB Project Numbers	2283
	421-4025-536.52-00	3,000		
	421-4025-536.46-00	15,000		
	421-4025-536.46-00	15,000		
	421-4025-536.64-00	17,084		
	421-4025-536.46-00	31,000		
	421-4025-536.46-02	42,733		
	421-4025-536.46-00	50,000		
	421-4025-536.46-00	50,000		
	421-4025-536.46-00	50,500		
	421-4025-536.31-03	75,000		
	421-4025-536.46-00	75,000		
	421-4025-536.52-00	85,000		
	421-4025-536.46-00	183,000		
	421-4025-536.46-00	206,000		
	421-4025-536.46-00	240,000		
	421-4025-536.46-00	265,000		
	421-4025-536.46-00	321,000		
	421-4025-536.64-00	398,500		
	421-4025-536.46-00	620,000		
	421-4025-536.46-00	680,000		
06/01/20	421-4025-536.53-00	(576)	TWO SUPERVISOR LAPTOPS	3303
	421-4025-536.56-15	576		
07/22/20	421-4025-536.31-03	(118,580)	INC BUDG ACE FLOW RES # 2020-177	3859
	421-4025-536.46-00	118,580		
08/12/20	421-4025-536.12-00	(91,083)	CREWLEADER ACCRUALS	4123
	421-4025-536.52-00	(3)		
	421-4025-536.54-00	3		
	421-4025-536.12-12	12,783		
	421-4025-536.13-00	78,300		
	421-4025-536.13-00	(15,908)	RCLS BUDG - INVEN DIV	4123
	421-4025-536.12-00	(9,478)		
	421-4025-536.23-04	(8,231)		
	421-4025-536.22-00	(3,125)		
	421-4025-536.21-00	(1,930)		
	421-4025-536.23-00	(598)		
	421-4025-536.24-00	(397)		
	421-4025-536.64-00	(11,935)	REPLACE 5 SECURITY CAMS UTILITIES BLDNG	4123
	421-4025-536.56-15	11,935		
14 Budget Amendments/Transfers			Division 4025 Total $85,908	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
4055 - ENGINEERING				
11/13/19	421-4055-536.31-03	84,510	BUSS MAY - SOIRL Zone K ZONE J FEAS TECH ASST	632
	421-4055-536.31-03	59,585	BUSS MAY SOIRL ZONE K ZONE K FEAS TECH ASST	634
11/22/19	421-4055-536.63-00	3,182	PO 71688 / MEAD & HUNT FY20 PO ROLLOVER	723
	421-4055-536.63-00	420,316	PO 71924 / BRANDES DESIGN FY20 PO ROLLOVER	723
	421-4055-536.63-00	1,608	PO 71946 / BUSSEN MAYER FY20 PO ROLLOVER	723
	421-4055-536.63-00	576,225	PO 73011 / CH2M HILL ENG FY20 PO ROLLOVER	723
	421-4055-536.63-00	1,787	PO 73291 / BUSSEN MAYER FY20 PO ROLLOVER	723
	421-4055-536.68-10	51,602	PO 74292 / CH2M HILL ENG FY20 PO ROLLOVER	723
	421-4055-536.63-00	5,532	PO 75038 / BUSSEN MAYER FY20 PO ROLLOVER	723
	421-4055-536.68-10	4,334	PO 75068 / KED GROUP, INC FY20 PO ROLLOVER	723
	421-4055-536.68-10	43,427	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER	721
	421-4055-536.63-00	191,490		
	421-4055-536.63-00	210,571		
12/30/19	421-4055-536.52-00	(50,000)	TXFR ARCGIS BUDGET TO CORRECT ACCT	1207
	421-4055-536.56-15	50,000		
02/14/20	421-4055-536.63-00	(636,000)	ASSIGN PROJ # / FY20 BDGT	1866
	421-4055-536.63-00	(440,000)		
	421-4055-536.63-00	(200,000)		
	421-4055-536.63-00	(100,000)		
	421-4055-536.63-00	(100,000)		
	421-4055-536.63-00	(83,490)		
	421-4055-536.63-00	83,490		
	421-4055-536.63-00	100,000		
	421-4055-536.63-00	100,000		
	421-4055-536.63-00	200,000		
	421-4055-536.63-00	440,000		
	421-4055-536.63-00	636,000		
02/26/20	421-4055-536.63-00	113,954	TaskOrder 2020-01 2020-04 Resolution 2020-117	2039
06/01/20	421-4055-536.63-00	(244,640)	ADD FNDS - PO 75559 STEWARTS ELECTRIC	3301
	421-4055-536.63-00	244,640		
06/24/20	421-4055-536.63-06	843,960	FEMA MIT GRANT/LIFT STN 1 PR 4337-232-R/CON# H0477	3536
07/08/20	421-4055-536.63-00	(49,948)	TO 2020-13 LS #1	3667
	421-4055-536.63-00	49,948		
08/12/20	421-4055-536.63-00	(67,104)	ADDL BUDGET BIOSOLIDS MP RES#2020-189 / TO 2020-14	4120
	421-4055-536.63-00	67,104		
	421-4055-536.34-00	(16,835)	INNOVYZE RENEWAL	4123
	421-4055-536.56-15	16,835		
08/26/20	421-4055-536.63-00	(143,094)	DEVELOP DYAL SOP MAN RES #2020-199	4278

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
08/26/20	421-4055-536.63-00	143,094	DEVELOP DYAL SOP MAN RES #2020-199	4278
20	Budget Amendments/Transfers		Division 4055 Total $2,612,083	
4120 - WATER RECLAMATION				
11/22/19	421-4120-536.63-00	45,243	PO 71959 / BRANDES DESIGN FY20 PO ROLLOVER	723
	421-4120-536.62-00	65,000	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER	721
	421-4120-536.63-00	542,514		
01/09/20	421-4120-536.52-00	(6,500)	ADD FNDS FOR PO 75831 CAROLLO ENGINEERS	1349
	421-4120-536.56-15	6,500		
	421-4120-536.52-00	(10,000)	CORR ACCT FOR SFTWRE LICENSE / VTSCADA / CMMS	1347
	421-4120-536.56-15	10,000		
03/09/20	421-4120-536.52-00	(12,113)	RECLASS WILO MIXER EQUIP TO CAPITAL ACCT	2153
	421-4120-536.64-00	12,113		
03/17/20	421-4120-536.52-09	(83,600)	Assign AB Project Numbers	2283
	421-4120-536.31-00	(40,000)		
	421-4120-536.64-15	(28,000)		
	421-4120-536.52-09	(21,218)		
	421-4120-536.52-00	(20,500)		
	421-4120-536.52-09	(16,974)		
	421-4120-536.64-00	(16,575)		
	421-4120-536.46-00	(16,500)		
	421-4120-536.46-00	(15,200)		
	421-4120-536.52-00	(12,000)		
	421-4120-536.64-00	(8,945)		
	421-4120-536.64-00	(8,500)		
	421-4120-536.64-00	(6,000)		
	421-4120-536.52-00	(4,500)		
	421-4120-536.52-00	(4,178)		
	421-4120-536.52-00	(4,000)		
	421-4120-536.52-00	(2,289)		
	421-4120-536.52-00	(1,890)		
	421-4120-536.52-00	(1,800)		
	421-4120-536.52-00	1,800		
	421-4120-536.52-00	1,890		
	421-4120-536.52-00	2,289		
	421-4120-536.52-00	4,000		
	421-4120-536.52-00	4,178		
	421-4120-536.52-00	4,500		
	421-4120-536.64-00	6,000		
	421-4120-536.64-00	8,500		
	421-4120-536.64-00	8,945		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
03/17/20	421-4120-536.52-00	12,000	Assign AB Project Numbers	2283
	421-4120-536.46-00	15,200		
	421-4120-536.46-00	16,500		
	421-4120-536.64-00	16,575		
	421-4120-536.52-09	16,974		
	421-4120-536.52-00	20,500		
	421-4120-536.52-09	21,218		
	421-4120-536.64-15	28,000		
	421-4120-536.31-00	40,000		
	421-4120-536.52-09	83,600		
05/14/20	421-4120-536.46-00	(550)	REPAIR DOOR JAM ELEC BLDN	3020
	421-4120-536.46-02	550		
06/10/20	421-4120-536.64-00	10,851	PRCHSE 2 PORTABLE GENS FOR LIFT STNS / CPUT20PG	3348
07/08/20	421-4120-536.56-15	(12,000)	ADD FNDS TO OPER EXP ACCT	3668
	421-4120-536.52-00	12,000		
	421-4120-536.64-00	(10,851)	CORR BAF 20-069-T ACCT #	3666
	421-4120-536.46-00	(1,200)	RENT EXT / CRANE OPERATOR	3668
	421-4120-536.44-00	1,200		
08/12/20	421-4120-536.12-00	(1,416)	MAINT WKR / APP OPERATOR & OPERATOR B ACCRUALS	4123
	421-4120-536.12-12	1,416		
12	Budget Amendments/Transfers		Division 4120 Total $652,757	
4125 - SEWER FIELD OPERATIONS				
11/22/19	421-4125-536.46-00	40,571	PO 74913 / VORTEX SVCS FY20 PO ROLLOVER	723
	421-4125-536.46-00	25,805	PO 74914 / LORD & COMPANY FY20 PO ROLLOVER	723
	421-4125-536.46-00	69,000	PO 74983 / BARNEY PUMPS FY20 PO ROLLOVER	723
	421-4125-536.64-00	3,956	PO 75051 / COMPRESSED AIR FY20 PO ROLLOVER	723
	421-4125-536.46-00	7,567	PO 75069 / BARNEY PUMPS FY20 PO ROLLOVER	723
	421-4125-536.46-00	2,714	PO 75092 / MEAD & HUNT FY20 PO ROLLOVER	723
01/09/20	421-4125-536.52-00	(5,000)	CORR ACCT FOR SFTWRE LICENSE / INFRAMAP	1347
	421-4125-536.56-15	5,000		
02/26/20	421-4125-536.46-00	(50,811)	TaskOrder 2020-11 Carollo Resolution 2020-115	2039
	421-4125-536.31-03	50,811		
03/17/20	421-4125-536.46-00	(400,000)	Assign AB Project Numbers	2283
	421-4125-536.46-00	(335,000)		
	421-4125-536.64-00	(235,800)		
	421-4125-536.46-00	(100,000)		
	421-4125-536.46-00	(50,000)		
	421-4125-536.46-00	(50,000)		
	421-4125-536.46-00	(38,000)		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/17/20	421-4125-536.46-00	(30,000)	Assign AB Project Numbers		2283
	421-4125-536.46-00	(16,000)			
	421-4125-536.46-00	(15,000)			
	421-4125-536.46-00	(12,500)			
	421-4125-536.46-00	(10,000)			
	421-4125-536.46-00	(8,000)			
	421-4125-536.46-00	(6,000)			
	421-4125-536.46-00	(5,500)			
	421-4125-536.46-00	(300)			
	421-4125-536.46-00	300			
	421-4125-536.46-00	5,500			
	421-4125-536.46-00	6,000			
	421-4125-536.46-00	8,000			
	421-4125-536.46-00	10,000			
	421-4125-536.46-00	12,500			
	421-4125-536.46-00	15,000			
	421-4125-536.46-00	16,000			
	421-4125-536.46-00	30,000			
	421-4125-536.46-00	38,000			
	421-4125-536.46-00	50,000			
	421-4125-536.46-00	50,000			
	421-4125-536.46-00	100,000			
	421-4125-536.64-00	235,800			
	421-4125-536.46-00	335,000			
	421-4125-536.46-00	400,000			
05/14/20	421-4125-536.64-00	(3,956)	RECLASS PO 75051 NON CAP		3020
	421-4125-536.52-00	3,956			
06/10/20	421-4125-536.46-00	(10,851)	PRCHSE 2 PORTABLE GENS FOR LIFT STNS / CPUT20PG		3348
07/08/20	421-4125-536.64-00	(139,129)	CHNG PROJ # LIFT STN GENS		3667
	421-4125-536.64-00	139,129			
	421-4125-536.64-00	10,851	CORR BAF 20-069-T ACCT #		3666
	421-4125-536.53-00	(800)	TWO IWATER ANN MAINT FEES		3668
	421-4125-536.56-15	800			
08/12/20	421-4125-536.12-12	15,935	SUPERV III / MAINT WK I ACCRUALS		4123
	421-4125-536.13-00	42,770			
15 Budget Amendments/Transfers			Division 4125 Total	$208,318	
116 Total Budget Amendments/Transfers			**WATER/SEWER FUND**	**$3,812,013**	
3570 - STORMWATER UTILITY					
10/23/19	423-3570-538.39-00	(324,134)	BA #20-006-T - STORMWATER IMPROVEMENTS		311

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
10/23/19	423-3570-538.63-00	50,000	BA #20-006-T - STORMWATER IMPROVEMENTS	311
	423-3570-538.46-00	80,000		
	423-3570-538.63-00	194,134		
11/22/19	423-3570-538.31-00	2,955	PO 73710 / INFR SOL SVCS FY20 PO ROLLOVER	723
	423-3570-538.31-00	4,500	PO 74218 / MEAD & HUNT FY20 PO ROLLOVER	723
	423-3570-538.63-00	121,380	PO 74643 / GRANITE INLINE FY20 PO ROLLOVER	723
	423-3570-538.34-00	9,240	PO 74857 / GOLD NUGGET FY20 PO ROLLOVER	723
	423-3570-538.46-00	(30,000)	PROVIDE BUDGET TO UPDATE EXISTING STORMWATER MODEL	724
	423-3570-538.31-00	30,000		
	423-3570-538.63-00	58,586	ROLL FY19 BDGT / SW PROJS FY20 BUDGET ROLLOVER	721
01/09/20	423-3570-538.46-00	(2,859)	COVER FLA TODAY ADS STORMWATER ASSESSMENT	1349
	423-3570-538.49-00	2,859		
03/09/20	423-3570-538.46-00	(21,000)	RECLASS PO 75692 TO FUND REQ 40435	2153
	423-3570-538.34-00	21,000		
03/17/20	423-3570-538.64-00	(270,032)	Assign AB Project Numbers	2283
	423-3570-538.46-00	(20,000)		
	423-3570-538.31-33	(6,615)		
	423-3570-538.52-33	(3,360)		
	423-3570-538.52-33	3,360		
	423-3570-538.31-33	6,615		
	423-3570-538.46-00	20,000		
	423-3570-538.64-00	270,032		
04/08/20	423-3570-538.63-00	(152,000)	HARR ST WQ20 DEMUCK 2020-136	2567
	423-3570-538.46-00	152,000		
05/11/20	423-3570-538.46-00	(11,000)	TAX ROLL UPDATE	2962
	423-3570-538.31-00	11,000		
05/14/20	423-3570-538.46-00	67,189	SOIRL GRANT REIMBURSEMENT CHURCH ST BAFFLE BOX	3030
06/01/20	423-3570-538.46-00	(1,900)	FEC ROW UTILITIES	3303
	423-3570-538.34-00	1,900		
07/08/20	423-3570-538.52-30	(5,210)	REP TRASH GRAPPLE TRUCK	3668
	423-3570-538.44-00	(2,000)		
	423-3570-538.46-03	7,210		
08/12/20	423-3570-538.43-00	1,114	ADDL BUDGET	4123
	423-3570-538.46-03	10,586		
	423-3570-538.49-00	120	ADDL BUDGET / TAG RENEWAL	4123
	423-3570-538.46-00	(11,820)	ELEC / WTR / SWR COSTS VEH REPAIRS / FL LICENSE	4123
18 Budget Amendments/Transfers			Division 3570 Total	$263,850
18 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$263,850**

4020 - DYAL PLANT

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/22/19	426-4020-536.63-00	518,073	PO 74876 / S4 WATER SALES FY20 PO ROLLOVER	723
	426-4020-536.63-00	51,808	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER	721
	426-4020-536.63-00	600,000		
06/01/20	426-4020-536.63-00	(190,808)	CORR ACC # BAF 20-063	3300
07/08/20	426-4020-536.63-00	(248,830)	CORR DIV / HSP #2 REHAB CCRIP PROJ /RES# 2020-174	3689
	426-4020-536.63-00	(2,320)	COVER PROJ OVER BDGT	3668
5	Budget Amendments/Transfers		Division 4020 Total $727,923	
4055 - ENGINEERING				
11/22/19	426-4055-536.63-00	150,082	PO 74040 / E&D CONTRACT FY20 PO ROLLOVER	723
	426-4055-536.63-00	390,052	PO 74042 / ATLANTIC DEV FY20 PO ROLLOVER	723
	426-4055-536.63-00	4,502	PO 74097 / BUSSEN MAYER FY20 PO ROLLOVER	723
	426-4055-536.63-00	18,538	PO 74152 / CH2M HILL FY20 PO ROLLOVER	723
	426-4055-536.63-00	10,000	PO 74281 / WHARTON SMITH FY20 PO ROLLOVER	723
	426-4055-536.63-00	218,268	PO 74898 / CH2M HILL FY20 PO ROLLOVER	723
	426-4055-536.63-00	34,060	PO 74901 / MEAD & HUNT FY20 PO ROLLOVER	723
	426-4055-536.63-00	12,802	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER	721
	426-4055-536.63-00	16,022		
	426-4055-536.63-00	400,000		
	426-4055-536.63-00	698,664		
	426-4055-536.63-00	898,128		
	426-4055-536.63-00	1,185,780		
	426-4055-536.63-00	1,962,023		
	426-4055-536.63-00	2,622,381		
	426-4055-536.63-00	10,378,517		
01/24/20	426-4055-536.63-00	(439,845)	ADDL BUDGET FOR WS17MI TO COVER WS17MI BID COSTS	1557
	426-4055-536.63-00	439,845		
02/26/20	426-4055-536.63-00	(85,466)	Project Retainage Adj Resolution 2020-111	2039
	426-4055-536.63-00	(12,302)		
03/17/20	426-4055-536.63-00	(13,326,022)	Assign AB Project Numbers	2283
	426-4055-536.63-00	(3,128,564)		
	426-4055-536.63-00	(1,393,750)		
	426-4055-536.63-00	(393,684)		
	426-4055-536.63-00	(325,016)		
	426-4055-536.63-00	325,016		
	426-4055-536.63-00	393,684		
	426-4055-536.63-00	1,393,750		
	426-4055-536.63-00	3,128,564		
	426-4055-536.63-00	13,326,022		
04/22/20	426-4055-536.63-00	(3,874,499)	ALLOC BUDGET FOR CCRIP R 2020-143	2739

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/22/20	426-4055-536.63-00	(2,355,707)	ALLOC BUDGET FOR CCRIP R 2020-143		2739
	426-4055-536.63-00	(898,128)			
	426-4055-536.63-00	(688,429)			
	426-4055-536.63-00	(190,808)			
	426-4055-536.64-00	1,745,965			
	426-4055-536.62-00	6,305,506			
06/01/20	426-4055-536.63-00	190,808	CORR ACC # BAF 20-063		3300
07/08/20	426-4055-536.63-00	248,830	CORR DIV / HSP #2 REHAB CCRIP PROJ /RES# 2020-174		3689
14	Budget Amendments/Transfers			Division 4055 Total	9,385,589	
4120 - WATER RECLAMATION						
11/22/19	426-4120-536.63-00	6,084	PO 74732 / CAROLLO ENG FY20 PO ROLLOVER		723
	426-4120-536.63-00	72,100	PO 74805 / WPC INDUST FY20 PO ROLLOVER		723
	426-4120-536.63-00	39,072	PO 74872 / DIVERSIFIED EN FY20 PO ROLLOVER		723
	426-4120-536.63-00	37,500	PO 75077 / PITTSBURG TANK FY20 PO ROLLOVER		723
	426-4120-536.63-00	45,300	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
	426-4120-536.63-00	2,690,036			
02/26/20	426-4120-536.63-00	(1,400)	Project Retainage Adj Resolution 2020-111		2039
04/22/20	426-4120-536.63-00	(43,900)	ALLOC BUDGET FOR CCRIP R 2020-143		2739
07/08/20	426-4120-536.63-00	(1,400)	COVER PROJ OVER BDGT		3668
	426-4120-536.63-00	3,720			
8	Budget Amendments/Transfers			Division 4120 Total	$2,847,112	
27	Total Budget Amendments/Transfers		**WS CPTL PROJ 2018B**		**22,960,624**	

433 Transfers & Amendments between 10/1/2019 and 8/31/2020

FY 2020 TOTAL TRANSFERS & AMENDMENTS **37,691,440**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Report\FY 2020 - Budget Tracking Worksheets\FY 2020 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

FY 2020 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 8/31/2020

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/09/19	001-0000-389.99-50	50,000	BA #20-001-A - PLANNING SVCS FOR COCOA PD		238
10/23/19	001-0000-331.20-05	22,166	BA #02-002-A - ACCEPT JAG GRANT FOR PD FOR FY20		312
	001-0000-331.20-12	10,507	BA #02-003-A - ACCEPT BVP GRANT FOR PD FOR FY20		312
11/22/19	001-0000-389.99-50	293,269	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		722
01/13/20	001-0000-343.90-01	9,397	INC FDOT MEDIAN MAINT BUDGET; 2 QTRS FY20		1384
01/22/20	001-0000-389.99-50	36,849	INC FND / RVRFRNT PROM RES 2020-176 / CC 1/22/20		3752
02/26/20	001-0000-337.20-02	16,541	Grant for Lucas System Resolution 2020-009		2039
03/17/20	001-0000-331.20-15	(126,896)	Assign AB Project Numbers		2283
	001-0000-331.20-16	(700)			
	001-0000-331.20-16	(300)			
	001-0000-331.20-16	300			
	001-0000-331.20-16	700			
	001-0000-331.20-15	126,896			
04/01/20	001-0000-389.99-50	191,171	SEAWALL TIEBACKS RVRFRNT		2476
04/08/20	001-0000-331.39-11	195,929	DIXON/BYRD SIDEWALK 2020-132		2578
	001-0000-389.99-50	237,033	PAYOUTS-CM TERM 2020-130		2578
04/22/20	001-0000-331.39-12	25,000	COMMUNITY FORESTS GRANT YEAR 1 OF 3 R 2020-140		2737
	001-0000-389.99-50	25,000			
05/27/20	001-0000-343.39-04	(164,187)	COVID / INCOME DECREASE		3270
	001-0000-389.99-50	(208,000)	COVID / RED REV / EXP		3270
07/08/20	001-0000-389.99-50	(199,814)	BC REIMB JLS CTR DIST 4 AGENDA 20-54/RES 2020-173		3692
	001-0000-381.91-30	199,814			
07/22/20	001-0000-389.99-50	74,697	CHAMBER SOUND SYST UPGR RES # 2020-178		3862
	001-0000-343.41-20	11,220	RES RECYCLE COST WASTE MGMT RES # 2020-319		3860
08/12/20	001-0000-334.50-10	58,219	CARES CRF AGRMT 107-2020 COVID19 / RES #2020-191		4121
	001-0000-366.00-00	(150,000)	CORR GEN RET CONTRIB RES # 2020-188		4123
	001-0000-389.99-50	(20,877)			
08/26/20	001-0000-366.10-10	3,725	DONATED POLICE K9 RES # 2020-197		4277
20 Budget Amendments/Transfers				Division 0000 Total $717,659	
20 Total Budget Amendments/Transfers			**GENERAL FUND**	**$717,659**	
11/22/19	103-0000-389.99-50	300,172	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
02/26/20	103-0000-389.99-50	(14,466)	Project Retainage Adj Resolution 2020-111		2039
08/12/20	103-0000-331.54-09	103,352	CARES CV AGRMT 12-0003 RES #2020-192		4122
3	Budget Amendments/Transfers		Division 0000 Total	$389,058	
	3 Total Budget Amendments/Transfers		**CDBG**	**$389,058**	
11/22/19	104-0000-389.99-50	400,000	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722
01/13/20	104-0000-389.99-10	3,863	INC HOME GRANT CRRYFORWRD MATCH HOME AGREEMENT		1385
2	Budget Amendments/Transfers		Division 0000 Total	$403,863	
	2 Total Budget Amendments/Transfers		**BREVARD COUNTY HOME**	**$403,863**	
11/22/19	108-0000-389.99-50	834,332	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722
12/11/19	108-0000-381.91-01	19,937	SEC 108 LOAN SUBSIDY FEE JOE LEE SMITH CTR CONST		1106
	108-0000-389.99-50	(894,000)	SEC 108 LOANPROC HUD NOTE JOE LEE SMITH CENTER PROJ		1104
	108-0000-384.00-00	894,000			
02/26/20	108-0000-389.99-50	(6,630)	Project Retainage Adj Resolution 2020-111		2039
4	Budget Amendments/Transfers		Division 0000 Total	$847,639	
	4 Total Budget Amendments/Transfers		**SEC 108 LOAN GUARANTEE**	**$847,639**	
11/22/19	110-0000-389.99-50	117,266	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722
	110-0000-389.99-10	221,427	ROLL FY19 BDGT LEE WENNER FY20 BUDGET ROLLOVER		720
12/11/19	110-0000-389.99-50	138,889	C&D CONST C/O #1 AGENDA 19-653		1107
3	Budget Amendments/Transfers		Division 0000 Total	$477,582	
	3 Total Budget Amendments/Transfers		**CRA COCOA RDA**	**$477,582**	
11/22/19	111-0000-389.99-50	47,488	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722
1	Budget Amendments/Transfers		Division 0000 Total	$47,488	
	1 Total Budget Amendments/Transfers		**CRA DIAMOND SQUARE 626**	**$47,488**	
07/22/20	141-0000-389.99-11	74,847	FARO SCAN / DART TRNG SIGNS / RES # 2020-182		3861
1	Budget Amendments/Transfers		Division 0000 Total	$74,847	
	1 Total Budget Amendments/Transfers		**POLICE CONFISCATED FUND**	**$74,847**	
11/22/19	301-0000-389.99-50	2,774,807	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		723
	301-0000-389.99-50	281,234	ROLL FY19 BDGT DR JOE LEE FY20 BUDGET ROLLOVER		720
02/26/20	301-0000-389.99-50	(47,364)	Project Retainage Adj Resolution 2020-111		2039
07/08/20	301-0000-338.10-03	199,814	BC REIMB JLS CTR DIST 4 AGENDA 20-54/RES 2020-173		3690
4	Budget Amendments/Transfers		Division 0000 Total	$3,208,491	
	4 Total Budget Amendments/Transfers		**CAPITAL PROJECTS FUND**	**$3,208,491**	
11/22/19	302-0000-389.99-50	1,633,745	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		723
	302-0000-389.99-50	2,474,143	ROLL FY19 BDGT HURR IRMA FY20 BUDGET ROLLOVER		720
12/11/19	302-0000-381.91-10	138,889	C&D CONST C/O #1 AGENDA 19-653		1107
	302-0000-381.91-10	148,878	COCOA CRA TXFR-PROMENADE RVRFRNT PROM OVERLOOKS		1102
	302-0000-381.91-10	100,000	COCOA CRA TXFR-PROMENADE RVRFRNT PROMENADE ENHNCE		1102

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/11/19	302-0000-389.99-50	(225,000)	ROLL FIND GRANT REV #BV-CO-17-134		1100
	302-0000-337.30-15	225,000			
	302-0000-389.99-50	(427,100)	ROLL FIND GRANT REV #BV-CO-17-139E		1100
	302-0000-337.30-16	427,100			
01/22/20	302-0000-381.91-01	36,849	INC FND / RVRFRNT PROM RES 2020-176 / CC 1/22/20		3752
02/26/20	302-0000-389.99-50	(16,099)	Project Retainage Adj Resolution 2020-111		2039
	302-0000-389.99-50	(1,719,250)	Reverse Duplicate Entry Resolution 2020-110		2039
04/01/20	302-0000-381.91-01	191,171	SEAWALL TIEBACKS RVRFRNT		2476
11 Budget Amendments/Transfers			Division 0000 Total	$2,988,326	
11 Total Budget Amendments/Transfers			**RIVERFRONT/LEE WENNER PK**	**$2,988,326**	
11/22/19	303-0000-389.99-50	1,500,000	ROLL FY19 BDGT FISKE BLVD FY20 BUDGET ROLLOVER		720
1 Budget Amendments/Transfers			Division 0000 Total	$1,500,000	
1 Total Budget Amendments/Transfers			**FISKE BV CMPLT STRTSCAPE**	**$1,500,000**	
11/22/19	421-0000-389.99-50	1,895,690	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		723
	421-0000-389.99-50	1,072,363	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
06/24/20	421-0000-389.99-50	210,990	FEMA MIT GRANT/LIFT STN 1 PR 4337-232-R/CON# H0477		3536
	421-0000-331.30-02	632,970			
3 Budget Amendments/Transfers			Division 0000 Total	$3,812,013	
3 Total Budget Amendments/Transfers			**WATER/SEWER FUND**	**$3,812,013**	
11/22/19	423-0000-389.99-50	138,075	MOVE FUNDS FROM RESERVE FY20 PO ROLLOVER		723
	423-0000-389.99-50	58,586	ROLL FY19 BDGT / SW PROJS FY20 BUDGET ROLLOVER		721
05/14/20	423-0000-338.10-02	67,189	SOIRL GRANT REIMBURSEMENT CHURCH ST BAFFLE BOX		3030
3 Budget Amendments/Transfers			Division 0000 Total	$263,850	
3 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$263,850**	
11/22/19	426-0000-389.99-50	1,498,331	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		723
	426-0000-389.99-50	21,561,461	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
02/26/20	426-0000-389.99-50	(99,168)	Project Retainage Adj Resolution 2020-111		2039
3 Budget Amendments/Transfers			Division 0000 Total	$2,960,624	
3 Total Budget Amendments/Transfers			**WS CPTL PROJ 2018B**	**$2,960,624**	
59 Transfers & Amendments between 10/1/2019 and 8/31/2020					
			FY 2020 TOTAL TRANSFERS & AMENDMENTS	**37,691,440**	

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Report\FY 2020 - Budget Tracking Worksheets\FY 2020 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

Legislation Details (With Text)

File #:	20-610	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/11/2020			**In control:**	City Council
On agenda:	9/23/2020			**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:	August 2020 Contigency Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 11, 2020
Agenda Date: September 23, 2020
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of August 31, 2020. 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.

FY2020 Change Orders - CM authorized to execute

applied to contingency | as of: 8/31/2020

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY18 Cum.	FY19 Cum.	FY20 Cum.	FY2020 Expenditures	FY2019 Expenditures
PW20PS												
Op. Rev.		293,207.55	6/10/2020	2020-167								
Project Manager: Abigail Morgan		26,655.23	contingency and other costs authorized									
account #	001-3510-541.46-00	266,552.32	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	Asphalt Paving			FY2020	41013	266,552.32	$ 266,552.32			$ 266,552.32	$ 213,241.85	
	Contractor PO# PO# 76665											
		26,655	**^contingency balance-->(And other costs)**									
PW20SW												
Op. Rev.		195,928.62	4/8/2020	2020-138								
Project Manager: Frank Mirabito		8,833.00	contingency and other costs authorized									
account #	001-3510-541.63-04	187,095.62	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	Parkit Construction, Inc.			FY2020	40686	187,095.62	$ 181,941.32			$ 181,941.32	$ 70,590.82	
	Contractor PO# PO# 76438			CO#1	41170	(19,230.30)						
				CO#2	41314	14,076.00						
		8,833	**^contingency balance-->(And other costs)**									
SW20RC												
Op. Rev.		217,415.00	4/8/2020	2020-135								
Project Manager: Abigail Morgan		19,765.00	contingency and other costs authorized									
account #	423-3570-538.46-00	197,650.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	C&D Construction			FY2020	40824	197,650.00	$ 197,650.00			$ 197,650.00	$ -	
	Contractor PO# PO# 76547											
		19,765	**^contingency balance-->(And other costs)**									
WS19MH												
Op. Rev.		399,028.00	3/25/2020	2020-129								
Project Manager:		36,275.00	contingency and other costs authorized									
account #	421-4125-536.46-00	362,753.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	VacVision Environmental LLC/Vortex			Fy2020	40623	362,753.00	$ 362,753.00			$ 362,753.00	$ 292,761.63	
z	**Contractor PO# PO# 76370**											
		36,275	**^contingency balance-->(And other costs)**									
CP1504	Dr. Joe Lee Smith Center											
Op. Rev.		4,839,571.00	1/9/2019 & 6/12/2019	2019-004 & 2019-052								
Project Manager: Gary Palmer		289,558.00	contingency authorized									
account #	301-3580-519.62-00	4,550,013.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	W & J Construction		*FY 19 PO ISSUE*	FY2019	37879	170,144.00	$ 4,738,067.05	$ 170,144.00	$ 4,379,869.00	$ 4,738,067.05	$ 3,905,282.66	$ 616,134.43
	Contractor PO# 74150		*CO#1*	FY2020	38708	4,379,869.00						
			CO#5		40319	79,892.29						
			CO#6		40770	38,461.37						
			CO#7		40826	43,262.70						
			CO#8		41332	26,437.69						
		101,504	**^contingency balance-->**									
WS1001	Industrial Park Pump Station											
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138								
Project Manager Utilities		444,500.00	10% contingency authorized			63-00						
account #	421-4055-536.63-00	4,445,000.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	Brandes Design-Build. PO #67318/69608/71924		*FY15 PO Issue*	FY 2015	26451	4,445,000.00	4,445,000.00					
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41	4,486,985.41					
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50	4,501,559.91					
	Quentin Hampton P.O. #67460/69493		*PO **65207** FY15 Year-End PO Liquidation*			(1,542,102.38)	2,959,457.53					
			*FY16 PO Issue PO# **67318***	FY2016	29192	**1,542,102.38**	4,501,559.91		v			
	Mead & Hunt (formerly QLH) PO #70943/71880		*TO 2015-67 P.O. **67455** TO CH2M for Scada Programing*		29315	21,434.07	4,522,993.98		v			
			*PO# **67460** to QLH for SDC*		29381	53,001.11	4,575,995.09		v			
	CH2M Hill PO #67455/		*CO # 1 PO **67460** Additional Services Industrial Park*		29593	23,033.00	4,599,028.09					
			*CO#1 PO **67318***		29647	**53,686.38**	4,652,714.47					
	RM Packard $ Assoc. Inc. 73686		*CO#2 install electronic indicators PO **67318***		30007	**8,917.65**	4,661,632.12					
			*CO#2 additional inspection services PO# **67460***		30758	18,000.00	4,679,632.12					
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)	3,873,284.32					
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)	3,847,219.98					
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)	3,834,600.83					
			PO#69493 Quentin Hampton (reissue PO#67460)	FY 2017	31910	26,064.34	3,860,665.17					
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80	4,667,012.97					
			PO#69493 QLH liquidated balance; reissue to Mead and Hunt		33725	(11,284.39)	4,655,728.58					
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	11,284.39	4,667,012.97					
							4,667,012.97					
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	(420,315.30)	4,246,697.67					
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	(9,984.39)	4,236,713.28					
			PO#71924 Brandes Design-Build (reissue PO#69608)	FY2018	34892	420,315.30	4,657,028.58	420,315.30				
					34893	9,984.39	$ 4,667,012.97	$ 430,299.69				
			PO#73686	FY2019		1,000.00						
		209,868	^contingency balance-->									

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #		All Fiscal Years Cumulative	FY18 Cum.	FY19 Cum.	FY20 Cum.	FY2020 Expenditures	FY2019 Expenditures
WS1222	BNR Process Improvements												
DER restricted + Op.Rev		3,356,475.06	08/13/13 VIII.7	2013-083									
account #421-4120-536.63-00 + 64-00		603,099.13	contingency authorized										
		2,753,375.93	constr' exp authorized before contingency										
				2018-083									
		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										
		76,000	Emergency Task Order authorized ($76k before task order contingency)			63-00	64-00	Cumulative	FY18 cum	FY19 cum	FY20 cum		FY19
	Brandes Design-Build, Inc. FY2013 PO# 62086												
	Bid No. B-13-11-COC												
	Brandes Design-Build, Inc. FY2014 PO# 62605			FY2013	22658	1,250,550.00	1,528,450.00	2,779,000.00		$ 98,983.65			
	Brandes Design-Build, Inc. FY2015 PO# 64940		FY13 Year-End PO Liquidation			(1,200,550.00)	(1,528,450.00)			$ 98,983.65			
			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					
	CDM Smith FY2016 PO# 67329 + 67528 + 67529		FY14 Year-End PO Liquidation				(728,344.56)	2,073,431.73					
	JoBear Contracting FY2016 PO# 68561		FY15 PO Reissue	FY2015	26276	728,344.56		2,801,776.29					
			CO #2 Exploratory excavation		26423	11,040.00		2,812,816.29					
					26917	10,200.00		2,823,016.29					
	Brandes FY2017 PO# 69615 / FY2018 PO#71959		CO #3 Cable Tray		27079	5,978.14		2,828,994.43					
			CO #4 to Remove Sludge		27209	10,000.00		2,838,994.43					
	CDM Smith FY17 PO# 69522/69955/69956; FY18 PO#71534		*FY15 Year End PO Liquidation*			(79,836.05)		2,759,158.38					
			FY16 PO Issue	FY2016	29212	79,836.05		2,838,994.43					
					29249	32,800.00		2,871,794.43					
			CO#1		29329	(5,000.00)		2,866,794.43					
			CO#2		29212	4,151.50		2,870,945.93					
			CO#3		29905	5,327.32		2,876,273.25					
			CO#4		30046	(5,327.32)		2,870,945.93					
			Jobear P.O. 68561		30751	100,378.50		2,971,324.43					
			FY16 Liquidated		30751	(83,785.50)		2,887,538.93					
	SISCO FY2016 PO# 68047		SISCO PO#68047 EVALUATE/REPAIR 4 ELECTRIC VALVE ACTUATORS		30111	5,085.16		2,892,624.09					
			FY16 Year End PO Liquidation			(34,482.06)		2,858,142.03					
			FY17PO#69615 Brandes	FY2017	31932	33,812.06		2,891,954.09		-			
			PO# 69522 CDM Smith		31954	670.00		2,892,624.09		84,072.06			
			PO# 69522 CDM Smith		32776	13,250.00		2,905,874.09		84,072.06			
						(33,812.06)		2,872,062.03		84,072.06			
						(13.25)		2,872,048.78					
			PO#71534: Reissue PO#69522 CDM Smith	FY2018	34520	13.25		2,872,062.03	13.25				
			CO#1 PO#69522 CDM Smith		34650	36,340.00		2,908,402.03	36,353.25	1			
			CO#2 CDM SMITH		34520	86,975.40							
			PO#71959: Reissue PO#69615 Brandes Design-Build		34988	33,812.06		$ 2,942,214.09	$ 70,165.31				
			CO#1		36547	11,430.00		$ 2,953,644.09		$ 11,430.00			
	Maxwell Contracting, Inc. FY2015 PO#066365		Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00		$ 76,000.00					
	Emergency - compromise of existing expansion joint					this portion is complete; project is incomplete							
		341,480	^contingency balance--> for Brandes Design-Build										
		10,000	^contingency balance--> for Maxwell Contracting										

Legislation Details (With Text)

File #:	20-611	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/11/2020			**In control:**	City Council
On agenda:	9/23/2020			**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 August 2020.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 11, 2020
Agenda Date: September 23, 2020
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO ,CGFM Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending August 2020 (FY20) provide information for the four major funds: General Fund, Water/Sewer Fund, Water/Sewer Capital Projects 2018B Fund and the Storm Water Fund. This August 2020 (FY20) report is unaudited and preliminary.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the four major funds: General Fund, Water & Sewer and Water Sewer Capital Projects 2018B, and Storm Water. This report shows the current period, the year to date totals, the annual budget and the

unrealized balance.

- Estimated - represents either the current period or year to date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the four major funds: General Fund, Water & Sewer, Water & Sewer Capital Projects 2018B and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.

FY 2020 Budget by Classification Report - Summary Listing

8/31/2020

Target for August 2020 is 92%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 9,684,925		$ 9,382,827	$ 302,098	97%
OTHER PERMITS AND FEES	$ 4,566,282		$ 4,209,643	$ 356,639	92%
INTERGOVERNMENTAL	$ 2,548,613		$ 2,554,637	$ (6,024)	100%
CHARGES FOR SERVICES	$ 11,936,987		$ 10,788,794	$ 1,148,193	90%
FINES AND FORFEITURES	$ 20,930		$ 15,096	$ 5,834	72%
MISCELLANEOUS	$ 1,023,313		$ 1,077,881	$ (54,568)	105%
OTHER SOURCES (NON-REVENUE)	$ 10,968,235		$ 7,713,149	$ 3,255,086	70%
REVENUE TOTALS	**$ 40,749,285**		**$ 35,742,029**	**$ 5,007,257**	**88%**
EXPENSE					
SALARIES AND BENEFITS	$ 24,850,949	$ 1,301	$ 20,317,156	$ 4,532,492	82%
OPERATING EXPENDITURES	$ 11,585,361	$ 1,736,243	$ 8,444,906	$ 1,404,212	88%
CAPITAL OUTLAY	$ 1,042,759	$ 340,507	$ 601,501	$ 100,751	90%
GRANTS, AIDS AND OTHER	$ 3,270,216	$ -	$ 1,572,352	$ 1,697,864	48%
EXPENSE TOTALS	**$ 40,749,285**	**$ 2,078,051**	**$ 30,935,915**	**$ 7,735,319**	**81%**
REVENUE TOTALS	**$ 40,749,285**	**$ -**	**$ 35,742,029**	**$ 5,007,257**	**88%**
EXPENSE TOTALS	**$ 40,749,285**	**$ 2,078,051**	**$ 30,935,915**	**$ 7,735,319**	**81%**
	$ -	**$ (2,078,051)**	**$ 4,806,114**	**$ (2,728,063)**	

*Unaudited

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310		TAXES								
311		AD VALOREM								
10	00	CURRENT TAXES	0	.00		6,216,058	6,023,708.42	97	6,216,058	192,349.58
20	00	DELINQUENT TAXES	0	62,441.18		14,999	67,818.12	452	14,999	52,819.12-
25	00	PENALTIES RE: TAXES	0	3,935.30		5,000	12,492.89	250	5,000	7,492.89-
30	00	TAX CERTIFICATES	0	.00		200,000	276,228.99	138	200,000	76,228.99-
311	**	AD VALOREM	0	66,376.48		6,436,057	6,380,248.42	99	6,436,057	55,808.58
312		SALES USE AND FUEL TAXES								
41	00	LOCAL OPTION GAS TAX 6 CT	46,916	32,949.41	70	516,076	560,357.77	109	563,001	2,643.23
312	**	SALES USE AND FUEL TAXES	46,916	32,949.41	70	516,076	560,357.77	109	563,001	2,643.23
314		UTILITY SERVICE TAX								
10	00	ELECTRICITY	125,000	147,982.97	118	1,375,000	1,334,734.26	97	1,500,000	165,265.74
30	00	WATER-COCOA	29,972	28,151.95	94	329,692	335,452.76	102	359,667	24,214.24
40	00	GAS	1,433	3,298.47	230	15,763	30,707.04	195	17,200	13,507.04-
80	00	PROPANE	1,666	2,055.12	123	18,326	19,863.29	108	20,000	136.71
314	**	UTILITY SERVICE TAX	158,071	181,488.51	115	1,738,781	1,720,757.35	99	1,896,867	176,109.65
315		COMMUNICATION SERVICE TAX								
00	00	COMMUNICATION SERVICE TAX	52,000	47,922.62	92	572,000	556,365.97	97	624,000	67,634.03
315	**	COMMUNICATION SERVICE TAX	52,000	47,922.62	92	572,000	556,365.97	97	624,000	67,634.03
316		LOCAL BUSINESS TAX								
00	00	LOCAL BUSINESS TAX	13,750	34,035.90	248	151,250	165,097.49	109	165,000	97.49-
316	**	LOCAL BUSINESS TAX	13,750	34,035.90	248	151,250	165,097.49	109	165,000	97.49-
310	***	TAXES	270,737	362,772.92	134	9,414,164	9,382,827.00	100	9,684,925	302,098.00
320		OTHER PERMITS & FEES								
322		BUILDING PERMITS								
00	00	BUILDING PERMITS	19,833	34,119.50	172	218,163	361,438.78	166	238,000	123,438.78-
10	00	TRAINING SURCHARGE	66	80.00	121	726	1,566.03	216	800	766.03-
322	**	BUILDING PERMITS	19,899	34,199.50	172	218,889	363,004.81	166	238,800	124,204.81-
323		FRANCHISE FEES								
10	00	ELECTRICITY	109,955	109,111.61	99	1,209,505	868,837.20	72	1,319,469	450,631.80
40	00	GAS	2,900	3,834.16	132	31,900	37,342.82	117	34,800	2,542.82-
70	00	SOLID WASTE	15,641	16,674.51	107	172,051	181,383.87	105	187,703	6,319.13
323	**	FRANCHISE FEES	128,496	129,620.28	101	1,413,456	1,087,563.89	77	1,541,972	454,408.11
325		SPECIAL ASSESSMENT								

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
12 *	SERVICE	0	.00		0	.00		0	.00
22 01	CHARGES FOR PUBLIC SVCS	0	5,534.54		2,620,000	2,539,906.46	97	2,620,000	80,093.54
22 02	DELINQUENT TAX	166	1,705.66	1028	1,826	5,464.45	299	2,000	3,464.45-
22 03	PENALTIES	0	477.13		2,000	2,535.42	127	2,000	535.42-
22 04	TAX CERTIFICATES	0	.00		150,000	170,244.79	114	150,000	20,244.79-
22 *	FIRE PROTECTION	166	7,717.33	4649	2,773,826	2,718,151.12	98	2,774,000	55,848.88
325 **	SPECIAL ASSESSMENT	166	7,717.33	4649	2,773,826	2,718,151.12	98	2,774,000	55,848.88
329	OTHER PERMITS & FEES								
25 00	PLANNING AND ZONING	833	95.00	11	9,163	38,768.22	423	10,000	28,768.22-
35 00	FIRE INSPECTIONS	125	.00		1,375	2,155.00	157	1,510	645.00-
329 **	OTHER PERMITS & FEES	958	95.00	10	10,538	40,923.22	388	11,510	29,413.22-
320 ***	OTHER PERMITS & FEES	149,519	171,632.11	115	4,416,709	4,209,643.04 ✓	95	4,566,282 ✓	356,638.96 ✓
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
20 01	RES OFFCR - CTY CONTRACT	0	.00		156,000	88,960.00	57	156,000	67,040.00
20 05	DEPT OF JUSTICE GRANTS	0	10,000.00		22,166	47,045.00	212	22,166	24,879.00-
20 12	BULLET PROOF GRANT	0	.00		10,507	6,763.54	64	10,507	3,743.46
20 15	VICTIMS OF CRIME ACT GRNT	10,574	.00		116,314	75,163.92	65	126,896	51,732.08
20 16	INTERNET CRIMES GRANT	833	.00		9,163	.00		10,000	10,000.00
20 *	PUBLIC SAFETY	11,407	10,000.00	88	314,150	217,932.46	69	325,569	107,636.54
39 11	FHA/FDOT LAP441205-1-5801	32,655	.00		163,275	.00		195,929	195,929.00
39 12	USDA/FOREST SVC 26866	4,167	.00		20,835	.00		25,000	25,000.00
39 *	OTHER PHYSCAL ENVIRONMENT	36,822	.00		184,110	.00		220,929	220,929.00
50 01	FEMA DISASTER RELIEF	0	80,224.04		0	575,905.41		0	575,905.41-
50 *	ECONOMIC ENVIRONMENT	0	80,224.04		0	575,905.41		0	575,905.41-
331 **	FEDERAL GRANTS	48,229	90,224.04	187	498,260	793,837.87	159	546,498	247,339.87-
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	0	.00		45,000	26,000.74	58	45,000	18,999.26
333 **	PAYMENT IN LIEU OF TAXES	0	.00		45,000	26,000.74	58	45,000	18,999.26

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
333		PAYMENT IN LIEU OF TAXES								
334		STATE GRANT								
50	01	STATE DISASTER REIMBURSE	0	13,370.68		0	20,583.47		0	20,583.47-
50	10	CARES CRF #107-2020	29,110	58,219.00	200	29,110	58,219.00	200	58,219	.00
50	*	ECONOMIC ENVIRONMENT	29,110	71,589.68	246	29,110	78,802.47	271	58,219	20,583.47-
334	**	STATE GRANT	29,110	71,589.68	246	29,110	78,802.47	271	58,219	20,583.47-
335		STATE SHARED REVENUES								
12	00	STATE REVENUE SHARING	43,703	78,719.79	180	480,733	492,816.85	103	524,436	31,619.15
12	20	8TH CNT MUNICIPAL GAS TAX	13,605	22,547.49	166	149,655	143,805.34	96	163,268	19,462.66
12	*	STATE REVENUE SHARING	57,308	101,267.28	177	630,388	636,622.19	101	687,704	51,081.81
14	00	MOBILE HOME LICENSES	1,833	518.75	28	20,163	25,743.06	128	22,000	3,743.06-
15	00	ALCOHOLIC BEVERAGE	0	.00		21,717	21,471.69	99	21,717	245.31
18	00	LOCAL GOVERNMENT 1/2 CENT	92,494	97,432.04	105	1,017,434	934,638.86	92	1,109,934	175,295.14
21	00	FIREFIGHTER SUPPLEMENTAL	0	.00		12,000	7,062.66	59	16,000	8,937.34
41	00	FUEL TAX REFUNDS	0	.00		25,000	13,917.24	56	25,000	11,082.76
335	**	STATE SHARED REVENUES	151,635	199,218.07	131	1,726,702	1,639,455.70	95	1,882,355	242,899.30
337		GRANTS FROM LOCAL UNITS								
20	02	BC EMS GRANT 2020 AWARD	2,068	.00		14,476	16,540.57	114	16,541	.43
337	**	GRANTS FROM LOCAL UNITS	2,068	.00		14,476	16,540.57	114	16,541	.43
330	***	INTERGOVERNMENTAL REVENUE	231,042	361,031.79	156	2,313,548	2,554,637.35	110	2,548,613	6,024.35-
340		CHARGES FOR SERVICES								
341		GENERAL GOVERNMENT								
30	00	ADMINISTRATIVE FEES	528,666	528,704.00	100	5,815,326	5,815,374.00	100	6,343,999	528,625.00
31	00	ADMIN FEES STORMWATER	14,350	14,350.00	100	157,850	157,850.00	100	172,205	14,355.00
40	00	CERTIFY/COPY/SEARCH	8,000	11,237.65	141	88,000	107,307.06	122	96,000	11,307.06-
90	12	PASSPORT EXECUTION FEES	341	145.00	43	3,751	2,840.00	76	4,100	1,260.00
341	**	GENERAL GOVERNMENT	551,357	554,436.65	101	6,064,927	6,083,371.06	100	6,616,304	532,932.94
342		PUBLIC SAFETY								
10	00	POLICE SERVICES	2,500	.00		27,500	10,243.00	37	30,000	19,757.00
90	00	OTHER PUBLIC SAFETY	0	.00		0	1,000.00		0	1,000.00-
90	01	FALSE ALARM FEES	925	710.00	77	10,175	4,970.00	49	11,100	6,130.00
90	*	OTHER PUBLIC SAFETY	925	710.00	77	10,175	5,970.00	59	11,100	5,130.00
342	**	PUBLIC SAFETY	3,425	710.00	21	37,675	16,213.00	43	41,100	24,887.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
342	PUBLIC SAFETY								
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	35,792	41,715.53	117	393,712	411,933.86	105	429,507	17,573.14
37 11	ROCKLEDGE	22,610	24,609.16	109	248,710	265,336.13	107	271,325	5,988.87
37 12	SUN LAKE	298	330.60	111	3,278	3,522.66	108	3,578	55.34
37 13	CLNY PK-M.I.UTIL CO.	160	163.02	102	1,760	1,759.58	100	1,929	169.42
37 16	COCOA BEACH	9,337	9,418.40	101	102,707	103,458.93	101	112,044	8,585.07
37 17	CAPE CANAVERAL	7,707	7,713.01	100	84,777	85,133.00	100	92,491	7,358.00
37 18	TITUSVILLE	336	352.26	105	3,696	3,866.22	105	4,032	165.78
37 *	WATER BILLING SERVICES	76,240	84,301.98	111	838,640	875,010.38	104	914,906	39,895.62
39 01	SERVICE CHARGES	30,827	50,339.60	163	339,097	412,587.80	122	369,924	42,663.80-
39 03	ADMIN CHARGES	31,675	37,575.00	119	348,425	367,456.44	106	380,100	12,643.56
39 04	PENALTIES	37,735	58,358.24	155	644,944	505,369.53	78	682,686	177,316.47
39 05	NSF CHECKS	2,714	2,341.05	86	29,854	27,997.14	94	32,575	4,577.86
39 *	WATER OTHER INCOME	102,951	148,613.89	144	1,362,320	1,313,410.91	96	1,465,285	151,874.09
41 10	SOLID WASTE	164,908	157,197.47	95	1,813,988	1,780,056.76	98	1,978,903	198,846.24
41 20	RECYCLING REVENUE	21,805	24,849.12	114	206,195	209,686.02	102	228,009	18,322.98
41 30	GREEN WASTE	15,449	15,261.65	99	169,939	173,684.35	102	185,394	11,709.65
41 *	GARBAGE COLLECTION	202,162	197,308.24	98	2,190,122	2,163,427.13	99	2,392,306	228,878.87
45 10	BILLING FEE - WASTE MGMT	8,240	8,836.46	107	90,640	87,625.28	97	98,882	11,256.72
45 20	SALE-RECYCLEABLE MTRL	41	.00		451	.00		500	500.00
45 *	GARBAGE-OTHER REVENUE	8,281	8,836.46	107	91,091	87,625.28	96	99,382	11,756.72
90 01	FDOT MEDIAN MAINT	1,044	.00		60,688	43,950.50	72	61,733	17,782.50
90 03	FDOT MNT SIGNAL/HWY LIGHT	0	.00		216,046	105,938.50	49	216,046	110,107.50
90 *	OTHER PHYSICAL ENVIRON	1,044	.00		276,734	149,889.00	54	277,779	127,890.00
343 **	PHYSICAL ENVIRONMENT	390,678	439,060.57	112	4,758,907	4,589,362.70	96	5,149,658	560,295.30
347	CULTURE/RECREATION								
39 10	PORCHER HOUSE - REVENUES	3,333	1,873.63	56	36,663	31,813.76	87	40,000	8,186.24
39 11	TENANT MAINTENANCE FEES	100	51.36	51	1,100	1,388.96	126	1,200	188.96-
39 20	COCOA CIVIC CENTER	3,333	3,716.56	112	36,663	34,496.95	94	40,000	5,503.05
39 30	RIVERFRONT PARK	1,666	550.00	33	18,326	17,448.89	95	20,000	2,551.11
39 *	OTHER CULTURAL SERVICES	8,432	6,191.55	73	92,752	85,148.56	92	101,200	16,051.44
40 05	SPECIAL EVENT PERMITS	1,250	.00		13,750	3,385.00	25	15,000	11,615.00
40 *	SPECIAL EVENTS	1,250	.00		13,750	3,385.00	25	15,000	11,615.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
347	CULTURE/RECREATION								
50 10	EVENT FEES	605	.00		6,655	3,964.15	60	7,267	3,302.85
50 30	ADVERTISING/SPONSORSHIPS	538	.00		5,918	7,350.00	124	6,458	892.00-
50 *	SPECIAL REC FACILITIES	1,143	.00		12,573	11,314.15	90	13,725	2,410.85
347 **	CULTURE/RECREATION	10,825	6,191.55	57	119,075	99,847.71	84	129,925	30,077.29
340 ***	CHARGES FOR SERVICES	956,285	1,000,398.77	105	10,980,584	10,788,794.47	98	11,936,987	1,148,192.53
350	FINES AND FORFEITURES								
351	JUDGMENTS AND FINES								
90 00	OTHER	1,744	959.20	55	19,184	15,095.74	79	20,930	5,834.26
351 **	JUDGMENTS AND FINES	1,744	959.20	55	19,184	15,095.74	79	20,930	5,834.26
350 ***	FINES AND FORFEITURES	1,744	959.20	55	19,184	15,095.74	79	20,930	5,834.26
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	7,083	7,539.16	106	77,913	80,621.54	104	85,000	4,378.46
10 02	INVESTMENT INTEREST	0	427.30		0	6,161.30		0	6,161.30-
10 10	SBA	0	170.18		0	5,893.63		0	5,893.63-
10 *	INTEREST	7,083	8,136.64	115	77,913	92,676.47	119	85,000	7,676.47-
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	7,083	8,136.64	115	77,913	92,676.47	119	85,000	7,676.47-
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	10,490	1,500.00	14	115,390	125,042.38	108	125,886	843.62
362 **	RENT AND ROYALTIES	10,490	1,500.00	14	115,390	125,042.38	108	125,886	843.62
364	DISPOSITION FIXED ASSETS								
10 00	GAIN/(LOSS)	0	1,256.53		0	36,113.26		0	36,113.26-
364 **	DISPOSITION FIXED ASSETS	0	1,256.53		0	36,113.26		0	36,113.26-
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	0	2,987.89		0	9,026.38		0	9,026.38-
365 **	SALE SURPLUS MTRLS &SCRAP	0	2,987.89		0	9,026.38		0	9,026.38-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
365	SALE SURPLUS MTRLS &SCRAP								
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	54,729-	.00		325,710	60,000.00	18	270,985	210,985.00
10 10	CONTRIBS FOR K-9	1,863	.00		1,863	.00		3,725	3,725.00
10 *	DONATIONS-PRIVATE SOURCES	1,863	.00		1,863	.00		3,725	3,725.00
366 **	CONTRIBUTIONS & DONATIONS	52,866-	.00		327,573	60,000.00	18	274,710	214,710.00
368	PENSION CONTRIBUTIONS								
21 00	POLICE STATE CONTRIBUTION	171,608	185,914.62	108	171,608	185,914.62	108	171,608	14,306.62-
22 00	FIRE STATE CONTRIBUTION	109,865	112,427.18	102	109,865	112,427.18	102	109,865	2,562.18-
368 **	PENSION CONTRIBUTIONS	281,473	298,341.80	106	281,473	298,341.80	106	281,473	16,868.80-
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	6,250	35,111.91	562	68,750	131,870.26	192	75,000	56,870.26-
90 02	POLICE SECURITY SERVICES	3,895	5,542.50	142	42,845	34,977.50	82	46,744	11,766.50
90 03	CODE ENF ABATE/DEMO REV	6,250	1,846.09	30	68,750	150,112.50	218	75,000	75,112.50-
90 04	MISC. POLICE REVENUES	83	281.40	339	913	4,084.13	447	1,000	3,084.13-
90 05	INVESTIGATIVE COSTS REIM	4,250	6,611.32	156	46,750	65,416.40	140	51,000	14,416.40-
90 09	PROPERTY REGISTRATION	625	1,300.00	208	6,875	11,400.00	166	7,500	3,900.00-
90 *	OTHER MISC REVENUES	21,353	50,693.22	237	234,883	397,860.79	169	256,244	141,616.79-
96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	58,820.37		0	58,820.37-
369 **	OTHER MISC REVENUES	21,353	50,693.22	237	234,883	456,681.16	194	256,244	200,437.16-
360 ***	MISCELLANEOUS REVENUES	267,533	362,916.08	136	1,037,232	1,077,881.45	104	1,023,313	54,568.45-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 10	TRF FROM COCOA CRA (110)	21,438	12,500.00	58	235,818	188,258.45	80	257,258	68,999.55
91 30	CAP PROJECT FUND (301)	66,605	.00		133,210	.00		199,814	199,814.00
91 *	TRANSFER FROM	88,043	12,500.00	14	369,028	188,258.45	51	457,072	268,813.55
381 **	INTERFUND TRANSFER	88,043	12,500.00	14	369,028	188,258.45	51	457,072	268,813.55
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS	574,918	574,919.00	100	6,324,098	6,324,109.00	100	6,899,025	574,916.00
40 01	6% PILOFF	109,162	109,162.00	100	1,200,782	1,200,782.00	100	1,309,948	109,166.00
40 *	CONTRIBUTIONS	684,080	684,081.00	100	7,524,880	7,524,891.00	100	8,208,973	684,082.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
382		CONTRIBUTIONS ENTERPRISE								
382	**	CONTRIBUTIONS ENTERPRISE	684,080	684,081.00	100	7,524,880	7,524,891.00	100	8,208,973	684,082.00
383		INSTLMT PURCH/CAP LEASE								
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384		DEBT PROCEEDS								
384	**	DEBT PROCEEDS	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
99	10	CASH CARRY FORWARD	528	.00		5,808	.00		6,339	6,339.00
99	50	FUND BAL-APPROP. RESERVES	176,277	.00		2,119,573	.00		2,295,851	2,295,851.00
99	*	BALANCE FORWARD	176,805	.00		2,125,381	.00		2,302,190	2,302,190.00
389	**	NON OPERATING SOURCES	176,805	.00		2,125,381	.00		2,302,190	2,302,190.00
380	***	OTHER SOURCES(NON-REV)	948,928	696,581.00	73	10,019,289	7,713,149.45	77	10,968,235	3,255,085.55
FUND TOTAL		GENERAL FUND	2,825,788	2,956,291.87	105	38,200,710	35,742,028.50	94	40,749,285	5,007,256.50

REPORT SELECTIONS

Fiscal year . . . . . : 2020
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

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	2648	2550.00	96	29128	28050.00	96	.00	31777	3727.00	88
11 **	EXECUTIVE SALARIES	2648	2550.00	96	29128	28050.00	96	.00	31777	3727.00	88
12-00	REGULAR SALARIES & WAGES	986271	880767.44	89	11724993	10340475.95	88	.00	12711389	2370913.05	81
12-06	SALARIES/CONTRACTUAL	2083	3168.75	152	22913	8908.75	39	.00	25000	16091.25	36
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
12-12	ACCRUAL PAYOUTS	71743	17442.30	24	203651	300027.72	147	.00	275406	24621.72-	109
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1060097	901378.49	85	11951557	10649412.42	89	.00	13011795	2362382.58	82
13-00	OTHER SALARIES & WAGES	59321	45933.63	77	725366	622649.38	86	.00	784752	162102.62	79
13 **	OTHER SALARIES & WAGES	59321	45933.63	77	725366	622649.38	86	.00	784752	162102.62	79
14-00	OVERTIME	39935	43133.75	108	389772	374245.62	96	.00	429776	55530.38	87
14-01	COMP TIME	583	.00	0	6413	.00	0	.00	7000	7000.00	0
14 **	OVERTIME	40518	43133.75	107	396185	374245.62	95	.00	436776	62530.38	86
15-00	SPECIAL PAY	27712	23981.05	87	309202	307440.42	99	.00	336925	29484.58	91
15 **	SPECIAL PAY	27712	23981.05	87	309202	307440.42	99	.00	336925	29484.58	91
20-00	CLOTHING/SHOE ALLOWANCE	1994	120.00	6	20179	18602.50	92	.00	22200	3597.50	84
20 **	CLOTHING/SHOE ALLOWANCE	1994	120.00	6	20179	18602.50	92	.00	22200	3597.50	84
21-00	FICA TAXES	90515	76283.30	84	995261	886734.00	89	.00	1085897	199163.00	82
21 **	FICA TAXES	90515	76283.30	84	995261	886734.00	89	.00	1085897	199163.00	82
22-00	RETIREMENT CONTRIBUTIONS	7812	61675.80	790	878534	702330.22	80	.00	886437	184106.78	79
22-01	FIREFIGHTERS	228800	166702.77	73	2245300	2010783.73	90	.00	2474122	463338.27	81
22-02	STATE CONTRIBUTIONS	19177	298341.80	1556	262267	298341.80	114	.00	281473	16868.80-	106
22-03	ICMA - CITY MANAGER	2922	.00	0	22014	14946.98	68	.00	24944	9997.02	60
22 **	RETIREMENT CONTRIBUTIONS	258711	526720.37	204	3408115	3026402.73	89	.00	3666976	640573.27	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
23-00	LIFE/HEALTH INSURANCE	13381	22073.47	165	287485	270753.66	94	.00	300997	30243.34	90
23-02	LIFE/HEALTH GF RETIREES	49090	26747.13	55	392720	374527.64	95	1301.40	441812	65982.96	85
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	312139	260295.02	83	3485651	2983925.50	86	.00	3797945	814019.50	79
23 **	LIFE/HEALTH INSURANCE	374610	309115.62	83	4165856	3629206.80	87	1301.40	4540754	910245.80	80
24-00	WORKER'S COMPENSATION	56289	50542.76	90	621706	569370.80	92	.00	678117	108746.20	84
24 **	WORKER'S COMPENSATION	56289	50542.76	90	621706	569370.80	92	.00	678117	108746.20	84
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	4576	275.00	6	.00	5000	4725.00	6
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	4576	275.00	6	.00	5000	4725.00	6
27-00	BENEFIT OFFSET	20283	20133.77	99	229693	204766.27	89	.00	249980	45213.73	82
27 **	BENEFIT OFFSET	20283	20133.77	99	229693	204766.27	89	.00	249980	45213.73	82
31-00	PROFESSIONAL SERVICES	30239	26474.08	88	605322	284832.32	47	184250.14	635608	166525.54	74
31-01	LEGAL EXPENSES	38414	25610.88	67	422554	303493.98	72	117119.02	460973	40360.00	91
31-02	MEDICAL SERVICES	2852	172.50	6	40972	30253.69	74	11791.81	43835	1789.50	96
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1125	.00	0	12375	13500.00	109	.00	13500	.00	100
31-06	EDA-04-69-07348 GRANT	5364	.00	0	53640	59000.00	110	.00	59000	.00	100
31-11	USDA MANAGE FOREST GRANT	8333	.00	0	41665	.00	0	.00	50000	50000.00	0
31-33	EMPLOYEE HEALTH CENTER	15710	16257.74	104	172810	150051.60	87	38475.90	188528	.50	100
31 **	PROFESSIONAL SERVICES	102037	68515.20	67	1349338	841131.59	62	351636.87	1451444	258675.54	82
32-00	ACCOUNTING & AUDITING	7777	.00	0	72215	80000.00	111	.00	80000	.00	100
32 **	ACCOUNTING & AUDITING	7777	.00	0	72215	80000.00	111	.00	80000	.00	100
34-00	CONTRACT SERVICES	106987	74032.93	69	1009545	886981.69	88	180388.46	1116596	49225.85	96
34-02	FDEP-RESILIENCY4190120	0	.00	0	0	.00	0	.00	0	.00	0
34-03	CUSTOMER SERVICE CONTRACT	162073	173820.01	107	1749143	1653475.40	95	.00	1911220	257744.60	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
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	13294	11365.00	86	141102	121835.00	86	14545.00	154397	18017.00	88
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	282354	259217.94	92	2899790	2662292.09	92	194933.46	3182213	324987.45	90
39-00	CONTINGENCY	18933-	.00	0	47156	.00	0	.00	28221	28221.00	0
39-01	EMS RESTRICTED	0	.00	0	0	.00	0	.00	0	.00	0
39-10	RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	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	36723-	.00	0	64942	.00	0	.00	28221	28221.00	0
40-00	TRAVEL & PER DIEM	2928	1345.29	46	62978	20387.53	32	.00	66006	45618.47	31
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	2928	1345.29	46	62978	20387.53	32	.00	66006	45618.47	31
41-00	COMMUNICATION	13882	11011.86	79	156669	125855.71	80	27693.37	170578	17028.92	90
41 **	COMMUNICATION	13882	11011.86	79	156669	125855.71	80	27693.37	170578	17028.92	90
42-00	POSTAGE & FREIGHT	37551	33895.79	90	397251	332979.42	84	85337.11	435064	16747.47	96
42 **	POSTAGE & FREIGHT	37551	33895.79	90	397251	332979.42	84	85337.11	435064	16747.47	96
43-00	ELECTRIC/WATER/SEWER	60056	49854.88	83	660616	487329.25	74	207237.25	720704	26137.50	96
43 **	ELECTRIC/WATER/SEWER	60056	49854.88	83	660616	487329.25	74	207237.25	720704	26137.50	96
44-00	RENTALS AND LEASES	9288	4328.00	47	118096	89369.56	76	30133.89	127431	7927.55	94
44 **	RENTALS AND LEASES	9288	4328.00	47	118096	89369.56	76	30133.89	127431	7927.55	94
45-00	INSURANCE	40265	120877.39	300	450165	487664.70	108	.00	490468	2803.30	99
45 **	INSURANCE	40265	120877.39	300	450165	487664.70	108	.00	490468	2803.30	99
46-00	REPAIRS & MAINTENANCE	121340	364811.46	301	1486798	1180859.42	79	347099.81	1608210	80250.77	95
46-02	REPAIR/MAINT BUILDING	23237	15325.09	66	247207	154576.16	63	75927.39	270450	39946.45	85

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
46-03	REPAIR/MAINT-VEHICLES	22047	22391.22	102	232593	207558.26	89	3802.82	254711	43349.92	83
46-05	HYDRANT FEES	17739	18330.12	103	195129	201631.32	103	.00	212871	11239.68	95
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	184363	420857.89	228	2161727	1744625.16	81	426830.02	2346242	174786.82	93
47-00	PRINTING & BINDING	12899	1978.00	15	158328	94785.58	60	59632.38	171446	17028.04	90
47 **	PRINTING & BINDING	12899	1978.00	15	158328	94785.58	60	59632.38	171446	17028.04	90
48-00	PROMOTIONAL ACTIVITIES	15740	2284.48	15	52952	24807.62	47	289.87	68719	43621.51	37
48-11	BUSINESS ASSIST. PROGRAM	1066	.00	0	15926	.00	0	.00	17000	17000.00	0
48 **	PROMOTIONAL ACTIVITIES	16806	2284.48	14	68878	24807.62	36	289.87	85719	60621.51	29
49-00	OTHER CHARGES & OBLIG.	17374	4020.92	23	263549	150432.78	57	122820.66	280985	7731.56	97
49-02	ADVERTISING	276	298.52	108	2936	476.43	16	142.00	3230	2611.57	19
49-05	BROWNFIELDS REDEV PROG	0	.00	0	0	.00	0	.00	0	.00	0
49-06	BROWNFIELD PROG CITY COST	1250	.00	0	13750	5439.35	40	9857.66	15000	297.01-	102
49-07	BAD DEBT EXPENSE	0	7350.67-	0	0	42751.37-	0	.00	0	42751.37	0
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1666	.00	0	18326	20000.00	109	.00	20000	.00	100
49 **	OTHER CHARGES & OBLIG.	20566	3031.23-	15-	298561	133597.19	45	132820.32	319215	52797.49	84
51-00	OFFICE SUPPLIES	3103	3470.36	112	42552	24598.09	58	.00	45744	21145.91	54
51 **	OFFICE SUPPLIES	3103	3470.36	112	42552	24598.09	58	.00	45744	21145.91	54
52-00	OPERATING SUPPLIES	92662	19057.21	21	725649	686021.20	95	98012.59	818417	34383.21	96
52-02	UNIFORMS	1988	20.00	1	21368	20585.15	96	1545.07	23365	1234.78	95
52-05	EMS 1st RESP-CONSUM SUPP	3137	1242.13	40	34776	23468.98	68	2143.24	37920	12307.78	68
52-07	JANITORIAL SUPPLIES	2559	790.68	31	26586	19460.45	73	.00	29163	9702.55	67

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
52-10	HEATING FUEL	251	224.39	89	2761	2223.03	81	788.97	3012	.00	100
52-11	JAG GRANT	1958	.00	0	21198	23152.08	109	.00	23153	.92	100
52-12	BULLETPROOF VEST GRANT	2862	.00	0	23934	14811.00	62	11977.96	26789	.04	100
52-13	VOCA GRANT	1183	50.98	4	4316	2252.94	52	.00	5500	3247.06	41
52-30	FUEL, OIL, & LUBRICANTS	20461	15069.04	74	228748	143935.17	63	.00	249297	105361.83	58
52-33	EMPLOYEE HEALTH CENTER	7980	6397.41	80	87780	57912.12	66	37847.88	95760	.00	100
52 **	OPERATING SUPPLIES	135041	42851.84	32	1177116	993822.12	84	152315.71	1312376	166238.17	87
53-00	ROAD MATERIALS/SUPPLIES	2500	373.80	15	17500	13437.72	77	652.28	20000	5910.00	71
53 **	ROAD MATERIALS/SUPPLIES	2500	373.80	15	17500	13437.72	77	652.28	20000	5910.00	71
54-00	MEMBERSHIP/PUBLICATIONS	3642	2947.99	81	39896	30838.66	77	.00	43670	12831.34	71
54 **	MEMBERSHIP/PUBLICATIONS	3642	2947.99	81	39896	30838.66	77	.00	43670	12831.34	71
55-00	TRAINING	5429	728.97	13	100397	37754.11	38	1140.00	105936	67041.89	37
55-01	EDA PROGRAM	833	.00	0	9163	234.00	3	.00	10000	9766.00	2
55 **	TRAINING	6262	728.97	12	109560	37988.11	35	1140.00	115936	76807.89	34
56-15	IT-RELATED OPERATING EXP	41623	11592.07	28	317303	205530.98	65	65590.60	359019	87897.42	76
56-16	EMS DATA COLLECTION-BEMO	1155	.00	0	12705	13865.00	109	.00	13865	.00	100
56 **	TECHNOLOGY SYSTEMS	42778	11592.07	27	330008	219395.98	67	65590.60	372884	87897.42	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	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	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
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	5182	.00	0	56820	2000.00	4	59691.44	62000	308.56	100
63-04	FDOT LAP 2020-SIDEWALKS	32655	70590.82	216	163275	70590.82	43	111350.50	195929	13987.68	93
63 **	INFRASTRUCTURE	37837	70590.82	187	220095	72590.82	33	171041.94	257929	14296.24	95
64-00	MACHINERY AND EQUIPMENT	39923	.00	0	535750	420190.45	78	119663.12	575712	35858.43	94
64-01	BC EMS GRANT 2020 AWARD	2068	.00	0	14476	16540.57	114	.00	16541	.43	100
64-15	IT HARDWARE	29846	.00	0	162719	92179.24	57	49801.97	192577	50595.79	74
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	71837	.00	0	712945	528910.26	74	169465.09	784830	86454.65	89
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	90424	.00	0	994664	1085094.00	109	.00	1085094	.00	100
81 **	AIDS TO GOVT AGENCY	90424	.00	0	994664	1085094.00	109	.00	1085094	.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	7975	.00	0	87725	.00	0	.00	95700	95700.00	0

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
FUND 001	GENERAL FUND										
83-10	CARES CRF #107-2020	29110	.00	0	29110	.00	0	.00	58219	58219.00	0
83 **	OTHER GRANTS & AIDS	37085	.00	0	116835	.00	0	.00	153919	153919.00	0
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
91-07	BUILDING PERMITS	0	.00	0	0	.00	0	.00	0	.00	0
91-08	SEC 108 LOAN GUARANTEE	1994	.00	0	17946	.00	0	.00	19937	19937.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	2743	2743.00	100	482836	487258.00	101	.00	1783246	1295988.00	27
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	31862	.00	0	159310	.00	0	.00	191171	191171.00	0
91-32	CP 302 RVRFRNT/LEEWNR PK	12283	.00	0	24566	.00	0	.00	36849	36849.00	0
91-33	CP 303 FISKE BV CMPLT STR	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	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	48882	2743.00	6	684658	487258.00	71	.00	2031203	1543945.00	24
FUND 001	TOTAL *********										
	GENERAL FUND	3226554	3106327.08	96	36222207	30935915.10	85	2078051.56	40749285	7735318.34	81
GRAND	TOTAL *********										
		3226554	3106327.08	96	36222207	30935915.10	85	2078051.56	40749285	7735318.34	81

FY 2020 Budget by Classification Report - Summary Listing

8/31/2020

Target for August 2020 is 92%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
IMPACT FEES	$ 2,264,715		$ 5,324,600	$ (3,059,885)	235%
CHARGES FOR SERVICES	$ 63,076,683		$ 60,337,469	$ 2,739,214	96%
INTERGOVERNMENTAL/GRANTS	$ 632,970		$ 265,637	$ 367,333	42%
MISCELLANEOUS	$ 146,300		$ 221,372	$ (75,072)	151%
OTHER SOURCES (NON-REVENUE)	$ 1,740,470		$ 1,549,441	$ 191,029	89%
REVENUE TOTALS	**$ 67,861,138**	**-**	**$ 67,698,519**	**$ 162,619**	**100%**
EXPENSE					
SALARIES AND BENEFITS	$ 16,434,906	$ -	$ 12,247,351	$ 4,187,555	75%
OPERATING EXPENDITURES	$ 26,825,724	$ 4,002,450	$ 19,485,497	$ 3,337,777	88%
CAPITAL OUTLAY	$ 6,628,385	$ 1,673,685	$ 2,227,232	$ 2,727,468	59%
GRANTS, AIDS AND OTHER	$ 17,972,123	$ -	$ 14,319,313	$ 3,652,810	80%
EXPENSE TOTALS	**$ 67,861,138**	**$ 5,676,135**	**$ 48,279,393**	**$ 13,905,610**	80%
REVENUE TOTALS	**$ 67,861,138**	**$ -**	**$ 67,698,519**	**$ 162,619**	**100%**
EXPENSE TOTALS	**$ 67,861,138**	**$ 5,676,135**	**$ 48,279,393**	**$ 13,905,610**	**80%**
	$ -	**$ (5,676,135)**	**$ 19,419,126**	**$ (13,742,991)**	

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
324	IMPACT FEES								
03 10	WATER - RESIDENTIAL	87,175	206,710.00	237	958,925	2,131,685.00	222	1,046,102	1,085,583.00-
03 11	WATER - COMMERCIAL	90,733	612,850.00	675	998,063	2,963,090.00	297	1,088,801	1,874,289.00-
03 20	SEWER - RESIDENTIAL	973	35,950.00	3695	10,703	220,450.00	2060	11,684	208,766.00-
03 21	SEWER - COMMERCIAL	9,844	.00		108,284	9,375.00	9	118,128	108,753.00
03 *	IMPACT FEES	188,725	855,510.00	453	2,075,975	5,324,600.00	257	2,264,715	3,059,885.00-
324 **	IMPACT FEES	188,725	855,510.00	453	2,075,975	5,324,600.00	257	2,264,715	3,059,885.00-
320 ***	OTHER PERMITS & FEES	188,725	855,510.00	453	2,075,975	5,324,600.00	257	2,264,715	3,059,885.00-
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
30 02	FDEM H0477 LS#1	158,243	.00		474,729	.00		632,970	632,970.00
50 01	FEMA DISASTER RELIEF	0	60,121.34		0	242,876.85		0	242,876.85-
331 **	FEDERAL GRANTS	158,243	60,121.34	38	474,729	242,876.85	51	632,970	390,093.15
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	0	10,020.22		0	22,760.09		0	22,760.09-
334 **	STATE GRANT	0	10,020.22		0	22,760.09		0	22,760.09-
337	GRANTS FROM LOCAL UNITS								
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	158,243	70,141.56	44	474,729	265,636.94	56	632,970	367,333.06
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
31 00	WATER SALES	4,484,834	4,555,991.85	102	49,333,174	50,520,111.75	102	53,818,010	3,297,898.25
33 00	WATER CONNECTION FEE	20,000	64,345.78	322	220,000	600,175.55	273	240,000	360,175.55-
33 *	WATER CONNECTION FEE	20,000	64,345.78	322	220,000	600,175.55	273	240,000	360,175.55-
36 00	WATER HYDRANT FEES	237,354	293,525.20	124	2,610,894	3,207,597.94	123	2,848,254	359,343.94-
39 06	HYDRANT RESID FLOW TEST	133	500.00	376	1,463	7,800.00	533	1,600	6,200.00-
39 07	BACKFLOW DEVICE TEST	12,083	17,310.77	143	132,913	186,211.79	140	145,000	41,211.79-
39 08	JUMPER METERS	58	100.00	172	638	1,350.00	212	700	650.00-
39 09	PLAN REVIEW/CONST INSPECT	1,000	3,500.00	350	11,000	23,000.00	209	12,000	11,000.00-
39 10	BACKFLOW PRV/RLCT TEMP	41	5.42	13	451	1,309.62	290	500	809.62-
39 *	WATER OTHER INCOME	13,315	21,416.19	161	146,465	219,671.41	150	159,800	59,871.41-
51 00	SEWER SALES	468,746	491,680.18	105	5,156,206	5,423,787.57	105	5,624,961	201,173.43

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
51 *	SEWER SALES	468,746	491,680.18	105	5,156,206	5,423,787.57	105	5,624,961	201,173.43
53 02	SEWER CONNECT - FINANCED	0	2,946.85		0	2,946.85		0	2,946.85-
59 01	GREASE TRAP PERMITS	516	699.72	136	5,676	7,760.68	137	6,200	1,560.68-
60 00	REUSE WATER SALES	31,038	27,802.35	90	341,418	340,251.97	100	372,458	32,206.03
60 01	REUSE WATER INSTALLATION	583	3,479.02	597	6,413	15,165.10	237	7,000	8,165.10-
60 *	REUSE WATER SALES	31,621	31,281.37	99	347,831	355,417.07	102	379,458	24,040.93
343 **	PHYSICAL ENVIRONMENT	5,256,386	5,461,887.14	104	57,820,246	60,337,468.82	104	63,076,683	2,739,214.18
340 ***	CHARGES FOR SERVICES	5,256,386	5,461,887.14	104	57,820,246	60,337,468.82	104	63,076,683	2,739,214.18
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	6,666	10,531.63	158	73,326	71,815.16	98	80,000	8,184.84
10 02	INVESTMENT INTEREST	0	106.17		0	40,590.95-		0	40,590.95
10 *	INTEREST	6,666	10,637.80	160	73,326	31,224.21	43	80,000	48,775.79
40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	731.19		0	731.19-
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	520.72-		0	520.72
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	210.47		0	210.47-
361 **	INTEREST & OTHER EARNINGS	6,666	10,637.80	160	73,326	31,434.68	43	80,000	48,565.32
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	108	.00		1,188	1,300.00	109	1,300	.00
362 **	RENT AND ROYALTIES	108	.00		1,188	1,300.00	109	1,300	.00
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	1,250	.00		13,750	.00		15,000	15,000.00
10 00	GAIN/(LOSS)	0	71,442.05		0	98,652.09		0	98,652.09-
364 **	DISPOSITION FIXED ASSETS	1,250	71,442.05	5715	13,750	98,652.09	718	15,000	83,652.09-
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	833	3,997.00	480	9,163	7,069.86	77	10,000	2,930.14
365 **	SALE SURPLUS MTRLS &SCRAP	833	3,997.00	480	9,163	7,069.86	77	10,000	2,930.14
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	3,333	750.46	23	36,663	79,028.01	216	40,000	39,028.01-

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
369	OTHER MISC REVENUES								
90 06	SETTLEMENTS	0	.00		0	3,887.59		0	3,887.59-
90 *	OTHER MISC REVENUES	3,333	750.46	23	36,663	82,915.60	226	40,000	42,915.60-
369 **	OTHER MISC REVENUES	3,333	750.46	23	36,663	82,915.60	226	40,000	42,915.60-
360 ***	MISCELLANEOUS REVENUES	12,190	86,827.31	712	134,090	221,372.23	165	146,300	75,072.23-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
383	INSTLMT PURCH/CAP LEASE								
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
81 00	CONTRIBUTION LIFT STATION	0	47,878.00		0	263,053.00		0	263,053.00-
82 00	CONTRIBUTION S MAINLAND	0	3,453.71		0	290,502.74		0	290,502.74-
83 00	CONTRIBUTION VIERA	0	275,630.29		0	995,885.01		0	995,885.01-
83 *	CONTRIBUTION VIERA	0	275,630.29		0	995,885.01		0	995,885.01-
99 50	FUND BAL-APPROP. RESERVES	202,690	.00		1,537,783	.00		1,740,470	1,740,470.00
99 *	BALANCE FORWARD	202,690	.00		1,537,783	.00		1,740,470	1,740,470.00
389 **	NON OPERATING SOURCES	202,690	326,962.00	161	1,537,783	1,549,440.75	101	1,740,470	191,029.25
380 ***	OTHER SOURCES(NON-REV)	202,690	326,962.00	161	1,537,783	1,549,440.75	101	1,740,470	191,029.25
FUND TOTAL	WATER/SEWER FUND	5,818,234	6,801,328.01	117	62,042,823	67,698,518.74	109	67,861,138	162,619.26

REPORT SELECTIONS

Fiscal year . . . . . : 2020
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	723808	574128.36	79	8455808	6614357.20	78	.00	9179656	2565298.80	72
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	18939	4412.09	23	31609	56439.21	179	.00	50548	5891.21-	112
12 **	REGULAR SALARIES & WAGES	742747	578540.45	78	8487417	6670796.41	79	.00	9230204	2559407.59	72
13-00	OTHER SALARIES & WAGES	104361	53008.28	51	542621	630317.99	116	.00	647007	16689.01	97
13 **	OTHER SALARIES & WAGES	104361	53008.28	51	542621	630317.99	116	.00	647007	16689.01	97
14-00	OVERTIME	43446	36383.52	84	477906	466313.98	98	.00	521393	55079.02	89
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	43446	36383.52	84	477906	466313.98	98	.00	521393	55079.02	89
15-00	SPECIAL PAY	438	150.00	34	2188	1825.00	83	.00	2625	800.00	70
15 **	SPECIAL PAY	438	150.00	34	2188	1825.00	83	.00	2625	800.00	70
20-00	CLOTHING/SHOE ALLOWANCE	1891	205.96	11	18051	19395.96	108	.00	19970	574.04	97
20 **	CLOTHING/SHOE ALLOWANCE	1891	205.96	11	18051	19395.96	108	.00	19970	574.04	97
21-00	FICA TAXES	64428	50042.27	78	708708	582803.92	82	.00	773178	190374.08	75
21 **	FICA TAXES	64428	50042.27	78	708708	582803.92	82	.00	773178	190374.08	75
22-00	RETIREMENT CONTRIBUTIONS	180744	72716.28	40	1132684	1097607.87	97	.00	1313462	215854.13	84
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	180744	72716.28	40	1132684	1097607.87	97	.00	1313462	215854.13	84
23-00	LIFE/HEALTH INSURANCE	19029	16986.12	89	209319	188507.59	90	.00	228372	39864.41	83
23-02	LIFE/HEALTH RETIREES	14932	10673.64	72	164252	136620.48	83	.00	179186	42565.52	76
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	236006	177730.52	75	2596066	1906654.13	73	.00	2832109	925454.87	67
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	269967	205390.28	76	2969637	2231782.20	75	.00	3239667	1007884.80	69
24-00	WORKER'S COMPENSATION	44039	36981.38	84	484429	426732.11	88	.00	528500	101767.89	81

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
24 **	WORKER'S COMPENSATION	44039	36981.38	84	484429	426732.11	88	.00	528500	101767.89	81
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	4576	1575.07	34	.00	5000	3424.93	32
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	4576	1575.07	34	.00	5000	3424.93	32
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	12825	11400.00	89	141075	118200.00	84	.00	153900	35700.00	77
27 **	BENEFIT OFFSET	12825	11400.00	89	141075	118200.00	84	.00	153900	35700.00	77
31-00	PROFESSIONAL SERVICES	47888	2149.90	5	545044	200847.18	37	191213.24	592956	200895.58	66
31-01	LEGAL EXPENSES	6666	23657.83	355	73326	47648.42	65	27351.58	80000	5000.00	94
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	98259	30525.11	31	894076	523324.56	59	463019.83	992347	6002.61	99
31-33	EMPLOYEE HEALTH CENTER	11300	11694.19	104	124300	107931.99	87	27675.51	135608	.50	100
31 **	PROFESSIONAL SERVICES	164113	68027.03	42	1636746	879752.15	54	709260.16	1800911	211898.69	88
32-00	ACCOUNTING & AUDITING	1111-	.00	0	1111	.00	0	.00	0	.00	0
32 **	ACCOUNTING & AUDITING	1111-	.00	0	1111	.00	0	.00	0	.00	0
34-00	CONTRACT SERVICES	88023	35516.11	40	1185481	867072.80	73	107171.82	1273523	299278.38	77
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	528666	528667.00	100	5815326	5815337.00	100	.00	6343999	528662.00	92
34 **	CONTRACT SERVICES	616689	564183.11	92	7000807	6682409.80	96	107171.82	7617522	827940.38	89
39-00	CONTINGENCY	66635-	.00	0	604457	.00	0	.00	537830	537830.00	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	66635-	.00	0	604457	.00	0	.00	537830	537830.00	0
40-00	TRAVEL AND PER DIEM	1926	.00	0	21186	969.35	5	.00	23138	22168.65	4
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40 **	TRAVEL AND PER DIEM	1926	.00	0	21186	969.35	5	.00	23138	22168.65	4
41-00	COMMUNICATION	15949	9214.99	58	125439	112547.48	90	28310.58	141409	550.94	100
41 **	COMMUNICATION	15949	9214.99	58	125439	112547.48	90	28310.58	141409	550.94	100
42-00	FREIGHT & POSTAGE SERVICE	2005	91.36	5	21701	8342.98	38	500.00	23745	14902.02	37
42 **	FREIGHT & POSTAGE SERVICE	2005	91.36	5	21701	8342.98	38	500.00	23745	14902.02	37
43-00	ELECTRIC/WATER/SEWER	202256	141705.80	70	2224816	1339051.14	60	1093925.89	2427087	5890.03-	100
43 **	ELECTRIC/WATER/SEWER	202256	141705.80	70	2224816	1339051.14	60	1093925.89	2427087	5890.03-	100
44-00	RENTAL AND LEASES	4111	6699.83	163	41621	36562.01	88	400.00	45750	8787.99	81
44 **	RENTAL AND LEASES	4111	6699.83	163	41621	36562.01	88	400.00	45750	8787.99	81
45-00	INSURANCE	40543	116587.89	288	445973	482656.42	108	.00	486534	3877.58	99
45 **	INSURANCE	40543	116587.89	288	445973	482656.42	108	.00	486534	3877.58	99
46-00	REPAIRS & MAINTENANCE	565439	251088.39	44	6597813	5538520.30	84	1213828.80	7163301	410951.90	94
46-02	REPAIR/MAINT BUILDING	27545	4790.62	17	302225	77273.25	26	17831.37	329783	234678.38	29
46-03	REPAIR/MAINT-VEHICLES	16991	21083.10	124	186901	154197.29	83	.00	203935	49737.71	76
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	609975	276962.11	45	7086939	5769990.84	81	1231660.17	7697019	695367.99	91
47-00	PRINTING & BINDING	603	1164.00	193	6633	1467.25	22	24.00	7280	5788.75	21
47 **	PRINTING & BINDING	603	1164.00	193	6633	1467.25	22	24.00	7280	5788.75	21
48-00	PROMOTIONAL ACTIVITIES	1393	827.75	59	17234	4438.00	26	.00	18633	14195.00	24
48 **	PROMOTIONAL ACTIVITIES	1393	827.75	59	17234	4438.00	26	.00	18633	14195.00	24
49-00	OTHER CHARGES & OBLIG.	3143	2529.48	81	34573	28347.37	82	276.12	37736	9112.51	76
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	3875.32-	0	0	48857.67-	0	.00	0	48857.67	0
49-08	CASH OVER & UNDER	0	10.52	0	0	49.36-	0	.00	0	49.36	0
49-09	DOCUMENT RECORDING CHGS	0	500.00-	0	0	5308.80-	0	.00	0	5308.80	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	3143	1835.32-	58-	34573	25868.46-	75-	276.12	37736	63328.34	68-
51-00	OFFICE SUPPLIES	2224	1396.65	63	24464	12125.43	50	.00	26720	14594.57	45
51 **	OFFICE SUPPLIES	2224	1396.65	63	24464	12125.43	50	.00	26720	14594.57	45
52-00	OPERATING SUPPLIES	72217	57883.74	80	677002	699781.64	103	48175.96	749251	1293.40	100
52-07	JANITORIAL SUPPLIES	852	488.96	57	9372	8031.52	86	.00	10240	2208.48	78
52-09	CHEMICALS	340645	131658.10	39	3847655	2915947.93	76	639520.58	4188315	632846.49	85
52-30	FUEL OIL & LUBRICANTS	37300	28076.66	75	341400	206105.63	60	43858.30	378742	128778.07	66
52-33	EMPLOYEE HEALTH CENTER	5740	4601.61	80	63140	41655.74	66	27224.26	68880	.00	100
52 **	OPERATING SUPPLIES	456754	222709.07	49	4938569	3871522.46	78	758779.10	5395428	765126.44	86
53-00	ROAD MATERIALS/SUPPLIES	3337	156.15	5	40262	20885.31	52	17582.09	43624	5156.60	88
53 **	ROAD MATERIALS/SUPPLIES	3337	156.15	5	40262	20885.31	52	17582.09	43624	5156.60	88
54-00	MEMBERSHIP/PUBLICATIONS	3206	.00	0	35096	33074.66	94	.00	38337	5262.34	86
54 **	MEMBERSHIP/PUBLICATIONS	3206	.00	0	35096	33074.66	94	.00	38337	5262.34	86
55-00	TRAINING	12306	1134.00	9	135366	23193.42	17	15649.00	147700	108857.58	26
55-01	EDA PROGRAM	625	.00	0	6875	.00	0	.00	7500	7500.00	0
55 **	TRAINING	12931	1134.00	9	142241	23193.42	16	15649.00	155200	116357.58	25
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	51935	.00	0	249871	232376.69	93	38911.56	301821	30532.75	90
56 **	TECHNOLOGY SYSTEMS	51935	.00	0	249871	232376.69	93	38911.56	301821	30532.75	90
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
62-00	BUILDINGS	5909	.00	0	59090	.00	0	.00	65000	65000.00	0
62 **	BUILDINGS	5909	.00	0	59090	.00	0	.00	65000	65000.00	0
63-00	INFRASTRUCTURE	372908	28784.00	8	3756628	1233058.14	33	1488734.88	4129561	1407767.98	66
63-06	FDEM H0477 LS#1	210990	.00	0	632970	.00	0	.00	843960	843960.00	0
63 **	INFRASTRUCTURE	583898	28784.00	5	4389598	1233058.14	28	1488734.88	4973521	2251727.98	55
64-00	MACHINERY & EQUIPMENT	128660	.00	0	1333839	949897.99	71	167295.00	1462501	345308.01	76
64-15	IT HARDWARE	2457	.00	0	25533	.00	0	17655.00	28000	10345.00	63
64 **	MACHINERY & EQUIPMENT	131117	.00	0	1359372	949897.99	70	184950.00	1490501	355653.01	76
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	9033	.00	0	90330	44276.19	49	.00	99363	55086.81	45
68 **	INTANGIBLE ASSETS	9033	.00	0	90330	44276.19	49	.00	99363	55086.81	45
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SERVICE COST	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SERVICE COST	0	.00	0	0	.00	0	.00	0	.00	0
82-00	AID TO PRIVATE ORGANIZAT	100	.00	0	1100	.00	0	.00	1200	1200.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	100	.00	0	1100	.00	0	.00	1200	1200.00	0
91-01	TRANSFER TO GEN FUND 001	574918	574919.00	100	6324098	6324109.00	100	.00	6899025	574916.00	92
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-24	RENEWAL & REPLACE 424	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	482136	482136.52	100	5190714	6794421.59	131	.00	9761950	2967528.41	70
91-26	WS CPTL PROJ 2018B 426	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJECT 427	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND 424	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	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1057054	1057055.52	100	11514812	13118530.59	114	.00	16660975	3542444.41	79
95-01	6% ILO FRANCHISE FEE	109162	109162.00	100	1200782	1200782.00	100	.00	1309948	109166.00	92
95 **	NONOPERATING	109162	109162.00	100	1200782	1200782.00	100	.00	1309948	109166.00	92
FUND 421	TOTAL ********* WATER/SEWER FUND	5486922	3648844.36	67	58284115	48279392.35	83	5676135.37	67861138	13905610.28	80
GRAND	TOTAL *********	5486922	3648844.36	67	58284115	48279392.35	83	5676135.37	67861138	13905610.28	80

FY 2020 Budget by Classification Report - Summary Listing

8/31/2020

Target for August 2020 is 92%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 1,747,692		$ 1,685,886	$ 61,806	96%
CHARGES FOR SERVICES	$ -		$ (5,822)	$ 5,822	0%
INTERGOVERNMENTAL/GRANT	$ 67,189		$ 67,189	$ -	100%
MISCELLANEOUS	$ -		$ 6,291	$ (6,291)	
OTHER SOURCES (NON-REVENUE)	$ 196,661		$ -	$ 196,661	0%
REVENUE TOTALS	**$ 2,011,542**	**$ -**	**$ 1,753,544**	**$ 257,998**	**87%**
EXPENSE					
SALARIES AND BENEFITS	$ 544,229	$ -	$ 416,090	$ 128,139	76%
OPERATING EXPENDITURES	$ 925,181	$ 250,834	$ 586,245	$ 88,102	90%
CAPITAL OUTLAY	$ 542,132	$ 1,213	$ 406,189	$ 134,730	75%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	
EXPENSE TOTALS	**$ 2,011,542**	**$ 252,047**	**$ 1,408,524**	**$ 350,971**	**83%**
REVENUE TOTALS	**$ 2,011,542**	**$ -**	**$ 1,753,544**	**$ 257,998**	**87%**
EXPENSE TOTALS	**$ 2,011,542**	**$ 252,047**	**$ 1,408,524**	**$ 350,971**	**83%**
	$ -	**$ (252,047)**	**$ 345,020**	**$ (92,973)**	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
23 01	CHARGES FOR PUBLIC SVCS	145,641	.00		1,602,051	1,573,902.70	98	1,747,692	173,789.30
23 02	DELINQUENT TAX	0	176.89		0	823.79		0	823.79-
23 03	PENALTIES	0	11.44		0	1,250.11		0	1,250.11-
23 04	TAX CERTIFICATES	0	.00		0	109,909.47		0	109,909.47-
23 *	STORMWATER	145,641	188.33		1,602,051	1,685,886.07	105	1,747,692	61,805.93
325 **	SPECIAL ASSESSMENT	145,641	188.33		1,602,051	1,685,886.07	105	1,747,692	61,805.93
320 ***	OTHER PERMITS & FEES	145,641	188.33		1,602,051	1,685,886.07	105	1,747,692	61,805.93
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
10 02	CHURCH STREET BAFFLE BOX	13,438	.00		53,752	67,189.00	125	67,189	.00
338 **	SHARED REVENUE LOCAL UNIT	13,438	.00		53,752	67,189.00	125	67,189	.00
330 ***	INTERGOVERNMENTAL REVENUE	13,438	.00		53,752	67,189.00	125	67,189	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
91 00	STORMWATER FEES	0	4.29-		0	5,822.45-		0	5,822.45
91 *	STORMWATER FEES	0	4.29-		0	5,822.45-		0	5,822.45
343 **	PHYSICAL ENVIRONMENT	0	4.29-		0	5,822.45-		0	5,822.45
340 ***	CHARGES FOR SERVICES	0	4.29-		0	5,822.45-		0	5,822.45
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	477.78		0	5,201.20		0	5,201.20-
10 10	SBA	0	1.34		0	46.14		0	46.14-
10 *	INTEREST	0	479.12		0	5,247.34		0	5,247.34-
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	0	479.12		0	5,247.34		0	5,247.34-

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
364	DISPOSITION FIXED ASSETS								
364 **	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	.00		0	1,043.98		0	1,043.98-
369 **	OTHER MISC REVENUES	0	.00		0	1,043.98		0	1,043.98-
360 ***	MISCELLANEOUS REVENUES	0	479.12		0	6,291.32		0	6,291.32-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
99 50	FUND BAL-APPROP. RESERVES	17,878	.00		178,780	.00		196,661	196,661.00
99 *	BALANCE FORWARD	17,878	.00		178,780	.00		196,661	196,661.00
389 **	NON OPERATING SOURCES	17,878	.00		178,780	.00		196,661	196,661.00
380 ***	OTHER SOURCES(NON-REV)	17,878	.00		178,780	.00		196,661	196,661.00
FUND TOTAL	STORMWATER UTILITY	176,957	663.16		1,834,583	1,753,543.94	96	2,011,542	257,998.06

REPORT SELECTIONS

Fiscal year . . . . . : 2020
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

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	27651	22210.83	80	304161	259663.97	85	.00	331820	72156.03	78
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	873	.00	0	9603	.00	0	.00	10480	10480.00	0
12 **	REGULAR SALARIES & WAGES	28524	22210.83	78	313764	259663.97	83	.00	342300	82636.03	76
13-00	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
13 **	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
14-00	OVERTIME	269	439.18	163	2959	4145.97	140	.00	3235	910.97-	128
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	269	439.18	163	2959	4145.97	140	.00	3235	910.97-	128
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	50	120.00	240	550	720.00	131	.00	600	120.00-	120
20 **	CLOTHING/SHOE ALLOWANCE	50	120.00	240	550	720.00	131	.00	600	120.00-	120
21-00	FICA TAXES	2096	1712.08	82	23056	19910.41	86	.00	25158	5247.59	79
21 **	FICA TAXES	2096	1712.08	82	23056	19910.41	86	.00	25158	5247.59	79
22-00	RETIREMENT CONTRIBUTIONS	2364	2265.00	96	26004	23101.99	89	.00	28369	5267.01	81
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	2364	2265.00	96	26004	23101.99	89	.00	28369	5267.01	81
23-00	LIFE/HEALTH INSURANCE	572	421.72	74	6292	5265.27	84	.00	6871	1605.73	77
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	7375	5015.16	68	81125	60980.99	75	.00	88507	27526.01	69
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	7947	5436.88	68	87417	66246.26	76	.00	95378	29131.74	70
24-00	WORKER'S COMPENSATION	3699	3358.23	91	40689	38001.55	93	.00	44389	6387.45	86
24 **	WORKER'S COMPENSATION	3699	3358.23	91	40689	38001.55	93	.00	44389	6387.45	86

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	BENEFIT OFFSET	400	400.00	100	4400	4300.00	98	.00	4800	500.00	90
27 **	BENEFIT OFFSET	400	400.00	100	4400	4300.00	98	.00	4800	500.00	90
31-00	PROFESSIONAL SERVICES	8688	.00	0	76763	48041.90	63	36269.10	85455	1144.00	99
31-01	LEGAL EXPENSES	41	.00	0	451	325.10	72	.00	500	174.90	65
31-33	EMPLOYEE HEALTH CENTER	551	570.43	104	6061	5269.72	87	1345.28	6615	.00	100
31 **	PROFESSIONAL SERVICES	9280	570.43	6	83275	53636.72	64	37614.38	92570	1318.90	99
34-00	CONTRACT SERVICES	5653	.00	0	42543	44249.18	104	3768.28	48203	185.54	100
34-10	COST OF GENERAL FUND SVCS	14350	14350.00	100	157850	157850.00	100	.00	172205	14355.00	92
34 **	CONTRACT SERVICES	20003	14350.00	72	200393	202099.18	101	3768.28	220408	14540.54	93
39-00	CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
40-00	TRAVEL & PER DIEM	237	.00	0	2607	.00	0	.00	2850	2850.00	0
40 **	TRAVEL & PER DIEM	237	.00	0	2607	.00	0	.00	2850	2850.00	0
41-00	COMMUNICATION	186	181.40	98	2046	1783.33	87	448.67	2232	.00	100
41 **	COMMUNICATION	186	181.40	98	2046	1783.33	87	448.67	2232	.00	100
42-00	POSTAGE & FREIGHT	41	6.95	17	451	61.55	14	.00	500	438.45	12
42 **	POSTAGE & FREIGHT	41	6.95	17	451	61.55	14	.00	500	438.45	12
43-00	ELECTRIC/WATER/SEWER	1790	477.50	27	14120	8279.67	59	7873.01	15914	238.68-	102
43 **	ELECTRIC/WATER/SEWER	1790	477.50	27	14120	8279.67	59	7873.01	15914	238.68-	102
44-00	RENTALS AND LEASES	459-	.00	0	954	.00	0	.00	500	500.00	0
44 **	RENTALS AND LEASES	459-	.00	0	954	.00	0	.00	500	500.00	0
45-00	INSURANCE	819	1229.05	150	9009	7509.95	83	.00	9828	2318.05	76
45 **	INSURANCE	819	1229.05	150	9009	7509.95	83	.00	9828	2318.05	76

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	52599	43065.55	82	429506	240973.77	56	199072.39	482110	42063.84	91
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	10435	1862.18	18	40228	40818.14	102	.00	50666	9847.86	81
46-15	INSURED VEHICLE ACCIDENT	41	.00	0	451	.00	0	.00	500	500.00	0
46 **	REPAIRS & MAINTENANCE	63075	44927.73	71	470185	281791.91	60	199072.39	533276	52411.70	90
47-00	PRINTING & BINDING	83	.00	0	913	.00	0	.00	1000	1000.00	0
47 **	PRINTING & BINDING	83	.00	0	913	.00	0	.00	1000	1000.00	0
49-00	OTHER CHARGES & OBLIG.	378	.00	0	2604	2878.46	111	100.00	2979	.54	100
49-07	BAD DEBT EXPENSE	0	34.44-	0	0	1935.69-	0	.00	0	1935.69	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	378	34.44-	9-	2604	942.77	36	100.00	2979	1936.23	35
51-00	OFFICE SUPPLIES	41	.00	0	451	88.35	20	.00	500	411.65	18
51 **	OFFICE SUPPLIES	41	.00	0	451	88.35	20	.00	500	411.65	18
52-00	OPERATING SUPPLIES	1015	320.06	32	11165	11705.83	105	624.23	12181	149.06-	101
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	616	1415.93	230	22409	14510.26	65	.00	23033	8522.74	63
52-33	EMPLOYEE HEALTH CENTER	280	224.51	80	3080	2027.32	66	1332.68	3360	.00	100
52 **	OPERATING SUPPLIES	1911	1960.50	103	36654	28243.41	77	1956.91	38574	8373.68	78
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	62	.00	0	682	716.12	105	.00	750	33.88	96
54 **	MEMBERSHIP/PUBLICATIONS	62	.00	0	682	716.12	105	.00	750	33.88	96
55-00	TRAINING	208	.00	0	2288	545.00	24	.00	2500	1955.00	22
55 **	TRAINING	208	.00	0	2288	545.00	24	.00	2500	1955.00	22
56-15	IT-RELATED OPERATING EXP	66	.00	0	726	546.83	75	.00	800	253.17	68

FUND 423 STORMWATER UTILITY ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
56 **	TECHNOLOGY SYSTEMS	66	.00	0	726	546.83	75	.00	800	253.17	68
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	11373	.00	0	260740	136307.33	52	1212.67	272100	134580.00	51
63 **	INFRASTRUCTURE	11373	.00	0	260740	136307.33	52	1212.67	272100	134580.00	51
64-00	MACHINERY & EQUIPMENT	22502	.00	0	247522	269882.00	109	.00	270032	150.00	100
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	22502	.00	0	247522	269882.00	109	.00	270032	150.00	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	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 423	TOTAL *********										
	STORMWATER UTILITY	176945	99611.32	56	1834459	1408524.27	77	252046.31	2011542	350971.42	83
GRAND	TOTAL *********										
		176945	99611.32	56	1834459	1408524.27	77	252046.31	2011542	350971.42	83

FY 2020 Budget by Classification Report - Summary Listing

8/31/2020

Target for August 2020 is 92%

FUND 426 - WATER/SEWER CAPITAL PROJECTS 2018B

		Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE						
MISCELLANEOUS (INTEREST)		$ -	$ -	$ 307,661	$ (307,661)	100%
OTHER SOURCES (NON-REVENUE)		$ 41,527,660			$ 41,527,660	0%
REVENUE TOTALS		**$ 41,527,660**	**$ -**	**$ 307,661**	**$ 41,219,999**	**1%**
EXPENSE						
OPERATING EXPENDITURES		$ -	$ -			0%
CAPITAL OUTLAY		$ 41,527,660	$ 22,661,564	$ 3,649,332	$ 15,216,764	63%
	p	**$ 41,527,660**	**$ 22,661,564**	**$ 3,649,332**	**$ 15,216,764**	**63%**
REVENUE TOTALS		**$ 41,527,660**	**$ -**	**$ 307,661**	**$ 41,219,999**	**1%**
	p	**$ 41,527,660**	**$ 22,661,564**	**$ 3,649,332**	**$ 15,216,764**	**63%**
		$ -	**$ (22,661,564)**	**$ (3,341,671)**	**$ 26,003,235**	

CITY OF COCOA, FLORIDA

FUND 426 WS CPTL PROJ 2018B

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	293.72		0	2,830.65		0	2,830.65-
10 02	INVESTMENT INTEREST	0	46,472.52		0	291,420.39		0	291,420.39-
10 *	INTEREST	0	46,766.24		0	294,251.04		0	294,251.04-
40 02	UNREALIZED GAIN/(LOSS)	0	13,409.89		0	13,409.89		0	13,409.89-
40 *	GAIN/(LOSS) SALE INVEST	0	13,409.89		0	13,409.89		0	13,409.89-
361 **	INTEREST & OTHER EARNINGS	0	60,176.13		0	307,660.93		0	307,660.93-
360 ***	MISCELLANEOUS REVENUES	0	60,176.13		0	307,660.93		0	307,660.93-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
384	DEBT PROCEEDS								
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
99 50	FUND BAL-APPROP. RESERVES	3,631,202	.00		37,896,461	.00		41,527,660	41,527,660.00
99 *	BALANCE FORWARD	3,631,202	.00		37,896,461	.00		41,527,660	41,527,660.00
389 **	NON OPERATING SOURCES	3,631,202	.00		37,896,461	.00		41,527,660	41,527,660.00
380 ***	OTHER SOURCES(NON-REV)	3,631,202	.00		37,896,461	.00		41,527,660	41,527,660.00
FUND TOTAL	WS CPTL PROJ 2018B	3,631,202	60,176.13	2	37,896,461	307,660.93	1	41,527,660	41,219,999.07

FUND 426 WS CPTL PROJ 2018B

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
31-00	PROFESSIONAL SERVICES	0	147.81	0	0	147.81	0	.00	0	147.81-	0
31 **	PROFESSIONAL SERVICES	0	147.81	0	0	147.81	0	.00	0	147.81-	0
49-00	OTHER CHARGES & OBLIG.	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	1050918	16200.00	2	5254590	27000.00	1	6278506.00	6305506	.00	100
62 **	BUILDINGS	1050918	16200.00	2	5254590	27000.00	1	6278506.00	6305506	.00	100
63-00	INFRASTRUCTURE	2289291	648428.43	28	31186911	3585411.10	12	14673867.46	33476189	15216910.44	55
63 **	INFRASTRUCTURE	2289291	648428.43	28	31186911	3585411.10	12	14673867.46	33476189	15216910.44	55
64-00	MACHINERY & EQUIPMENT	290994	.00	0	1454970	36773.19	3	1709191.17	1745965	.64	100
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	290994	.00	0	1454970	36773.19	3	1709191.17	1745965	.64	100
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 426	TOTAL *********										
	WS CPTL PROJ 2018B	3631203	664776.24	18	37896471	3649332.10	10	22661564.63	41527660	15216763.27	63
GRAND	TOTAL *********										
		3631203	664776.24	18	37896471	3649332.10	10	22661564.63	41527660	15216763.27	63